



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
June 1, 2020**

This meeting is to be held during the unprecedented event of the COVID-19 pandemic. Because the State and the County remain under a State of Emergency, the meeting will be conducted via Zoom and broadcast via Facebook Live. A copy of the published Notice of Regular Meeting is attached.

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Tab 1 Planning and Zoning Items

- a. Approval of Preliminary Subdivision Plat for Timberlake Section Twenty (Lots 109-121) **1 - 9**

Tab 2 Public Hearings

- a. Public Hearing Regarding Proposed Expenditures for Economic Development Purposes – Acquisition of Property **10 - 32**
- b. Public Hearing Regarding Proposed Expenditures for Economic Development Purposes – Consideration of Incentive Agreement **33 - 48**

Tab 3 Action Items

- a. Presentation of Proposed Budget for Fiscal Year 2020 - 2021 **49**
- b. Acceptance of Coronavirus Relief Funding and Approval of Associated Documents **50 - 62**
- c. Discussion of Employee Contributions to the COVID Pandemic Response
- d. Appointments **63 - 66**
- Sampson Community College Board of Trustees
 - Social Service Advisory Board
 - Economic Development Advisory Board

Tab 4 Consent Agenda (Board of Commissioners) **67 - 68**

- a. Approve the minutes of the May 4, 2020; May 6, 2020; May 7, 2020; and May 20, 2020 meetings **69 - 81**

Tab 4 Consent Agenda (Board of Commissioners) continued

- b. Adopt the resolution authorizing the County Manager to execute fire protection, emergency medical and rescue services contracts with Jordan’s Chapel Fire Department, Inc., Piney Grove Volunteer Fire Department, Inc., Smith Chapel Volunteer Fire Department, Inc., The Town of Roseboro, Turkey Volunteer Fire Department, Inc., Autryville Fire Department, Inc., The City of Clinton, Garland Volunteer Fire & Rescue Department, Inc., Halls Fire and Rescue Department, Inc., Harrells Volunteer Fire Department, Inc., Newton Grove Fire & Rescue, Plain View Volunteer Fire Department, Inc., Salemburg Volunteer Fire Dept., Inc., Spivey’s Corner Volunteer Fire Department, Inc., Taylors Bridge Fire Department, Clement Fire Department, Inc., Faison Fire and Rescue, Inc., Godwin-Falcon Fire Department, Inc., Herring Volunteer Fire & Rescue, Inc., Vann Crossroads Fire Department, Inc. **82 - 441**
- c. Adopt the resolution permitting EMS services in Goshen Fire Protection Service District **442 - 443**
- d. Authorize Sampson Area Transportation’s submission of an application for FY20 Cares Act Grant funding in the amount of \$229,766 **444 - 451**
- e. Accept and review the application to be submitted by Action Pathways, Inc. for FY 20 Cares Act Grant funding **452 - 462**
- f. Accept and review the application to be submitted by Action Pathways, Inc. for Relief NC Grant funding **463 - 489**
- g. Approve the Conflict of Interest and Confidentiality Policy for the Sampson County Economic Development Commission Advisory Board **490 - 492**
- h. Adopt the resolution accepting State Reserve Loan Funds (\$906,160) and State Reserve Grant Funds (\$906,160) for the I40-403 Interchange Production Well project **493**
- i. Adopt the resolution accepting State Revolving Fund Loan (\$883,000) for the Faison Highway Well Treatment project **494**
- j. Approve the Juvenile Crime Prevention Council Certification/ Administration budget allocation as recommended **495 - 497**
- k. Authorize waiver of late list penalties for business personal property listings for Prestage Ag Energy, Gilmore Law Firm and Timothy Cates CPA, PA **498 - 501**
- l. Approve tax refunds and releases as submitted **502**
- m. Approve budget amendments as submitted **503 - 516**

Tab 4	Consent Agenda Items (Board of Health)	
	n. Adopt new fees as recommended by the Health Advisory Board for COVID-19 testing	517
	o. Approve amendment budgeting supplemental WIC funds (June 1, 2020 – September 30, 2020). Portion (\$2,162 to be budgeted for FY 19-20, the remainder \$46,465 to be budgeted in FY 20-21 to purchase desktop computers, cover contract nutritionist and additional time for virtual breast feeding promotion and support sessions	518
	p. Authorize submission of an application for Fill the Gap Response Grant funding to serve underserved populations disproportionately impacted by COVID-10	519 - 522
	q. Write off as uncollectible accounts totaling \$200.09	523
	Board Information	524
Tab 5	a. Request for Small Business Support	525 - 526
	County Manager’s Reports	
Tab 6	Public Comment Period	527 - 528
	<i>As publicly advertised, written comments will be accepted until 5 pm on June 1, 2020 via mail or email. Comments received by the deadline will be read aloud by the Clerk and included in the official minutes of the meeting (unless they violate the Board’s Rules of Procedure and Conduct or Public Comment Policy).</i>	
	Recess to Reconvene – June 11, 2020	

NOTICE OF REGULAR MEETING
Meeting Date/Time: June 1, 2020 at 6:00 p.m.

The Sampson County Board of Commissioners will hold its June regular meeting on Monday, June 1, 2020 at 6:00 p.m. In the event the State of North Carolina is still under a COVID-19 State of Emergency at that time, the meeting will be held virtually by video conference, and the Board of Commissioners' Auditorium will not be open to the public. In the event the State of North Carolina is no longer under a COVID-19 State of Emergency at that time, the meeting and any recessed and reconvened meetings will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328.

June 1st Remote Meeting Information

If the meeting is held virtually, the meeting will be broadcast live via Facebook Live beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

Telephone number: (646) 558-8656

Meeting ID number: 878 8470 8439

Password: 690166

Members of the public who wish to address the Board of Commissioners regarding the June 1st meeting's scheduled public hearings or during the general public comment period may do so by submitting written comments by one of the following means:

First class mail addressed as follows: Clerk to the Board
406 County Complex Rd., Bldg. C
Clinton, NC 28328

Email addressed as follows: susanh@sampsonnc.com

Please note that written comments must include the commenter's name and address and must be received by 5:00 p.m. on June 11, 2020 in order to be considered.

Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes. However, written comments that violate the Board of Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

June 11th Remote Meeting Information

In the event that the Board of Commissioners recesses the meeting to June 11, 2020 and the State of North Carolina is still under a COVID-19 State of Emergency at that time, the reconvened meeting will be broadcast via Facebook Live beginning at 6:00 p.m. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

Telephone number: (646) 558-8656

Meeting ID number: 875 8707 6428

Password: 378181

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: June 1, 2020

<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 checked="" type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Planning Issues

DEPARTMENT: Inspections and Planning Department

PUBLIC HEARING: No

CONTACT PERSON: Anita Lane, Planning Director
Joel Starling, County Attorney

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

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

Consideration of Preliminary Subdivision Plat for Timberlake Section Twenty (Lots 109-121)
Ms. Lane will review the request for approval of the preliminary plat submitted by DMB Development, Inc. for Timberlake Section Twenty. The County Planning Board has unanimously recommended approval of the plat contingent upon: to the extent that the subdivider (or its agents) intends to presell or prelease unrecorded lots, that all contracts or leases contain the provisions found in Article III, Section 303 of the subdivision regulations.

RECOMMENDED ACTION OR MOTION:

Motion to approve preliminary plat with contingencies set forth by the Planning Board

Sampson County Inspections & Planning Department

405 County Complex Rd. STE 110
Clinton, North Carolina 28328
(910) 592-0146 (T) (910) 596-0773 (F)



To: Ed Causey, County Manager
From: Anita H. Lane, Senior Planner
Subject: May 18, 2020 Sampson County Planning Board Meeting
Sampson County Board of Commissioners Meeting June 1, 2020-Agenda Items
Date: May 19, 2020

The following request were addressed and unanimously recommended for approval by the Sampson County Planning Board at their May 18, 2020 meeting.

Preliminary Subdivision Plat for Timber Lake Section Twenty – Lots 109 - 121

Property Owner	DMB Development, Inc.
Location	Centers between Hwy 403, Old Warsaw Road, & Matthis Road
Township	North Clinton
Zoning	R-Residential
County Water	Lots will be served by county water
Sewer	Lots will be served by individual septic systems

- Section Twenty will consist of 13 new lots
- New street is shown on map as Eagle Point Lane (See Attached Map)
- A letter from Donald Frazier, Engineering Technician with NCDOT that states; if the streets are constructed as shown on the preliminary plat Road Cross Section, that the street will meet NCDOT standards. (See Attached Survey-Road Cross Section)
- Lots will be accessed through already existing and approved NCDOT driveway permits
- Sampson County Environmental Health will address the suitability of the soils for septic systems.
- Chris Spearman with North State Development is the street and utility developer. Once streets are paved, Mr. Spearman will provide a sub grade compaction test and an asphalt thickness verification that will be done by an independent 3rd party soils testing and engineering firm. The senior Professional Engineer will compare the test results to the NCDOT minimum standards and certify in writing that the test results do in fact meet or exceed these standards.
- All lots meet the minimum lot requirements of the Sampson County Zoning Ordinance.

Sampson County Inspections & Planning Department

405 County Complex Rd. STE 110

Clinton, North Carolina 28328

(910) 592-0146 (T) (910) 596-0773 (F)

The Sampson County Planning Department recommends a motion be made to approve Section Twenty of Timber Lake Subdivision on 403 Faison Hwy. Furthermore, to the extent that the sub-divider intends to presell or prelease unrecorded lots upon approval of the preliminary plat, it is recommended as a further condition of preliminary plat approval that any contracts or leases entered into by the sub-divider (or it's agents) for the purpose of presale or prelease contain all of the provisions set forth in Article III section 303 of the subdivision regulations. (See Attached)

attachments

cc: Susan Holder, Assistant County Manager

Sampson County Inspections & Planning Department

405 County Complex Rd. STE 110
Clinton, North Carolina 28328
(910) 592-0146 (T) (910) 596-0773 (F)



Staff Notes

May 18, 2020

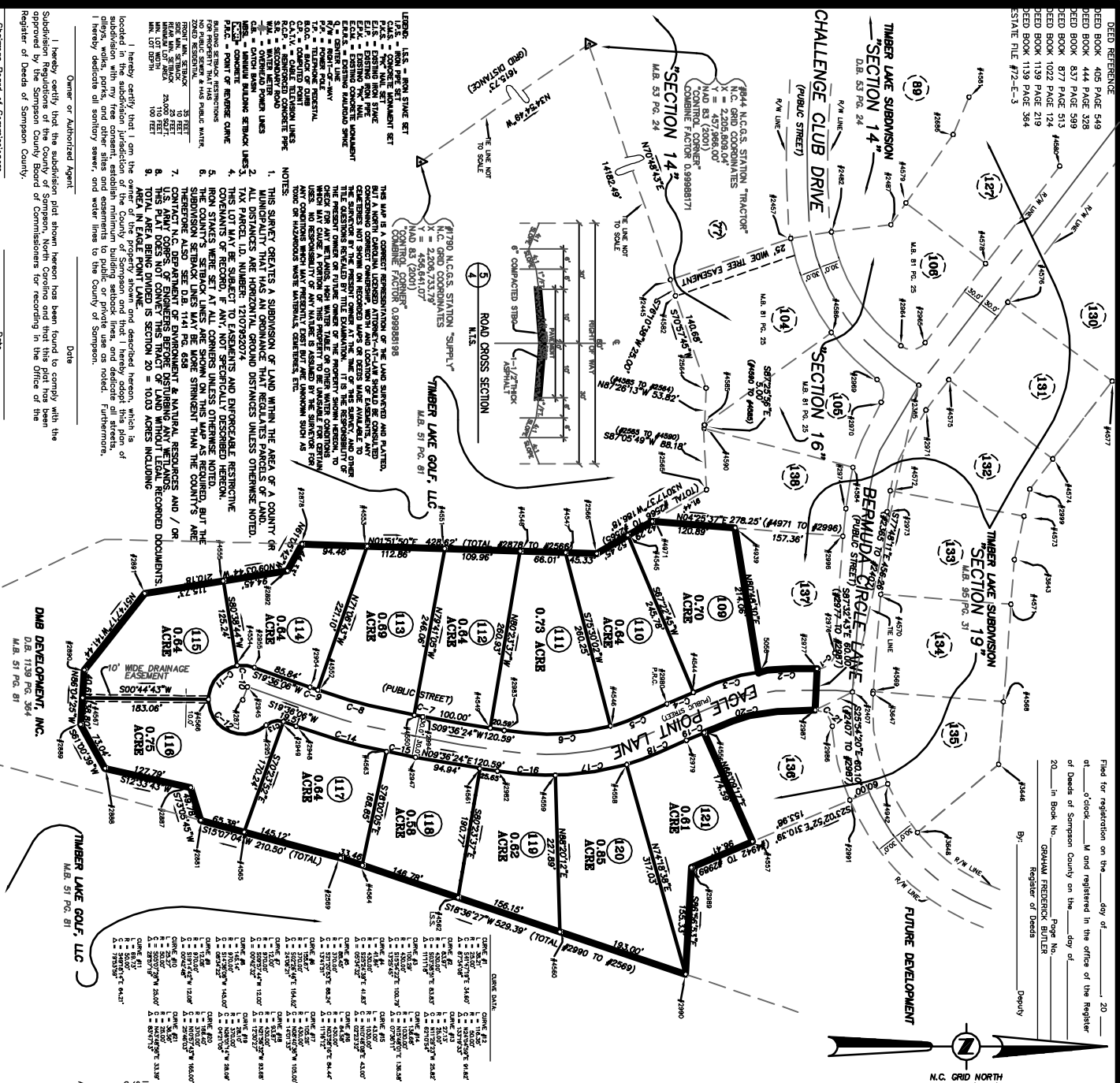
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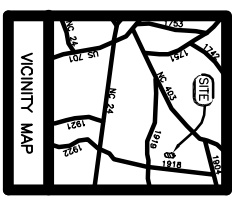
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- Lots will be accessed through already existing and approved NCDOT driveway permits
- Sampson County Environmental Health will address the suitability of the soils for septic systems.
- Chris Spearman with North State Development is the street and utility developer. Once streets are paved, Mr. Spearman will provide a sub grade compaction test and an asphalt thickness verification that will be done by an independent 3rd party soils testing and engineering firm. The senior Professional Engineer will compare the test results to the NCDOT minimum standards and certify in writing that the test results do in fact meet or exceed these standards.
- All lots meet the minimum lot requirements of the Sampson County Zoning Ordinance.

The Sampson County Planning Department recommends a motion be made to approve Section Twenty of Timber Lake Subdivision on 403 Faison Hwy. Furthermore, to the extent that the sub-divider intends to presell or prelease unrecorded lots upon approval of the preliminary plat, it is recommended as a further condition of preliminary plat approval that any contracts or leases entered into by the sub-divider (or it's agents) for the purpose of presale or prelease contain all of the provisions set forth in Article III section 303 of the subdivision regulations. (See Attached)

DEED REFERENCE
 DEED BOOK 405 PAGE 549
 DEED BOOK 444 PAGE 328
 DEED BOOK 837 PAGE 589
 DEED BOOK 877 PAGE 513
 DEED BOOK 1022 PAGE 124
 DEED BOOK 1139 PAGE 219
 DEED BOOK 1139 PAGE 364
 STATE FILE #72-E-3



Filed for registration on the _____ day of _____ 20____
 at _____ o'clock _____ M and registered in the office of the Register
 of Deeds of Sampson County on the _____ day of _____
 20____ in Book No. _____ Page No. _____
 _____ GRAYHAM FREDERICK BUTLER
 Register of Deeds
 _____ Deputy



TIMBER LAKE SUBDIVISION

"SECTION TWENTY"
 LOTS #109 THRU #121

OWNED BY
DMB DEVELOPMENT, INC.
 P.O. BOX 1310 - 600 COLLEGE STREET
 CLINTON, NORTH CAROLINA 28329
 PHONE (910) 592-2266

LOCATED IN
NORTH CLINTON TOWNSHIP, SAMPSON COUNTY, N. C.

212 US20N STREET
 CLINTON N. C. 28328-4115
 PHONE: (910) 590-3332 / FAX: 902-3394
 TOLL FREE: (800) 688-4465
 WWW: WWW.DMB.COM
 SCALE: 1 INCH = 100 FEET

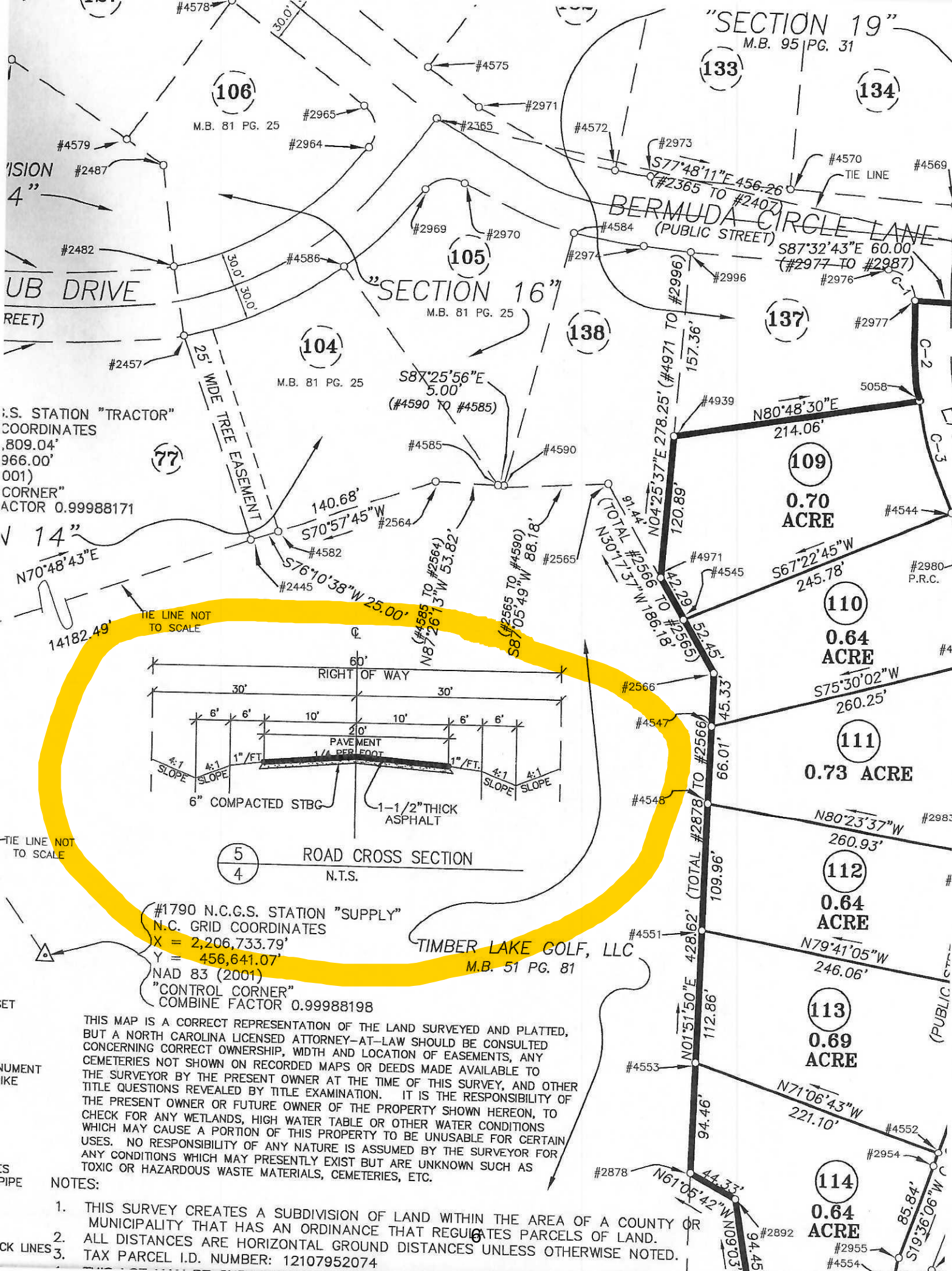
OWNER SUPERDRAFT INCORPORATED (FORM #A-C-88)
 I, MILLARD T. OWEN III CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM
 AN ACQUAINTANCE WITH THE PROPERTY AND I AM A REGISTERED SURVEYOR
 IN THE STATE OF NORTH CAROLINA. I HAVE BEEN LICENSED AS A SURVEYOR
 SINCE _____ AND MY LICENSE NUMBER IS _____ THAT
 ALL AREAS WERE FIGURED BY USING THE D.M.D. METHOD UNLESS OTHERWISE
 NOTED. I ALSO CERTIFY TO NOTE #1. WITNESS MY HAND AND SEAL THIS
 _____ DAY OF _____ 2020.

PROFESSIONAL LAND SURVEYOR
 L-1498

STATE OF NORTH CAROLINA
 COUNTY OF SAMPSON
 REVIEW OFFICER OF SAMPSON COUNTY. CERTIFY
 THAT THE MAP IS IN ACCORDANCE WITH THE STATUTORY
 REQUIREMENTS FOR RECORDING.

DATE _____ REVIEW OFFICER _____
 I hereby certify that the subdivision plat shown hereon has been found to comply with the
 Subdivision Regulations of the County of Sampson, North Carolina and that this plat has been
 approved for recording in the Office of the Register of Deeds of Sampson County.

Chairman Board of Commissioners _____ Date _____
 I hereby certify that the subdivision plat shown hereon has been found to comply with the
 Subdivision Regulations of the County of Sampson, North Carolina and that this plat has been
 approved by the Sampson County Board of Commissioners for recording in the Office of the
 Register of Deeds of Sampson County.



U.S. STATION "TRACTOR"
COORDINATES
809.04'
966.00'
001)
CORNER"
TRACTOR 0.99988171

14"
N70°48'43"E

14182.49'
TIE LINE NOT TO SCALE

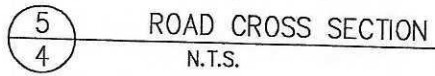
TIE LINE NOT TO SCALE

SET

MONUMENT
PIKE

WES
PIPE

BACK LINES



#1790 N.C.G.S. STATION "SUPPLY"
N.C. GRID COORDINATES
X = 2,206,733.79'
Y = 456,641.07'
NAD 83 (2001)
"CONTROL CORNER"
COMBINE FACTOR 0.99988198

THIS MAP IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND PLATTED, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH AND LOCATION OF EASEMENTS, ANY CEMETERIES NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THE SURVEYOR BY THE PRESENT OWNER AT THE TIME OF THIS SURVEY, AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION. IT IS THE RESPONSIBILITY OF THE PRESENT OWNER OR FUTURE OWNER OF THE PROPERTY SHOWN HEREON, TO CHECK FOR ANY WETLANDS, HIGH WATER TABLE OR OTHER WATER CONDITIONS WHICH MAY CAUSE A PORTION OF THIS PROPERTY TO BE UNUSABLE FOR CERTAIN USES. NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THE SURVEYOR FOR ANY CONDITIONS WHICH MAY PRESENTLY EXIST BUT ARE UNKNOWN SUCH AS TOXIC OR HAZARDOUS WASTE MATERIALS, CEMETERIES, ETC.

NOTES:

1. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. TAX PARCEL I.D. NUMBER: 12107952074

Timber Lake Subdivision - Section Twenty



We are continually editing our maps to improve accuracy of position and information. This information should not be relied upon by anyone as a determination of the location, ownership, or market value of property. Always refer to the recorded deed for all legal purposes. Use of this web site indicate

ARTICLE III

PROCEDURE FOR REVIEW AND APPROVAL OF SUBDIVISION PLATS

Section 301. Plat Shall Be Required on Any Subdivision of Land Covered by this Ordinance.

Pursuant to G.S. 153A-330, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this Ordinance whenever any subdivision of land covered by this Ordinance takes place.

Section 302. Approval Prerequisite to Plat Recordation (Revised 2/2000)

Pursuant to G.S. 153A-331, no final plat of a subdivision within the jurisdiction of Sampson County as established in Section 104 of this Ordinance shall be recorded by the Register of Deeds of Sampson County until it has been approved as provided herein. To secure such approval of a final plat, the subdivider shall follow the procedures established in this article.

Plats not requiring approval as defined in Sections 501 and 504, shall be submitted to the Administrator for certification that the final plat is EXEMPT from this ordinance. The following certificate shall be added to such exempt final plats:

- a) Certificate of "No Approval Required."

*This final plat is exempt from the Sampson County Subdivision Ordinance.
No approval is required.*

_____ *Administrator*

_____ *Date*

303. Presale or Pre-lease of Unrecorded Lots Permitted Upon Approval of Preliminary Plan/Plot

303.1 The subdivider, upon approval of a preliminary plan/plat, may enter into contracts to sell or lease the lots shown on the approved preliminary plan/plat, provided that the contract does all of the following:

- 1. Incorporates as an attachment a copy of the approved preliminary plan/plat referenced in the contract and obligates the owner to deliver to the buyer a copy of the approved and recorded final plat prior to closing and conveyance.

2. Plainly and conspicuously notifies the prospective buyer or lessee that a final subdivision plat has not been approved or recorded at the time of the contact, that no governmental body will incur any obligation to the prospective buyer or lessee with respect to the approval of the final subdivision plat, that changes between the preliminary and final plans/plats are possible, and that the contract or lease may be terminated without breach by the buyer or lessee if the final approved and recorded plat differs in any material respect from the approved preliminary plan/plat.
3. Provides that if the approved and recorded final plat does not differ in any material respect from the plan/plat referred to in the contract the buyer or lessee may not be required by the seller or lessor to close any earlier than five (5) days after the delivery of a copy of the final approved and recorded plat.
4. Provides that if the approved and recorded final plat differs in any material respect from the approved preliminary plan/plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than fifteen (15) days after the delivery of the final approved and recorded plat, during which fifteen (15) day period the buyer or lessee may terminate the contract without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price.

303.2 The provisions of this Section shall not prohibit any owner or his/her agent from entering into contracts to sell or lease land by reference to an approved preliminary plan/plat for which a final plat has not been properly approved under this ordinance or recorded with the Office of the Sampson County Register of Deeds where the buyer or lessee is any person who has contracted to acquire or lease the land for the purpose of engaging in the business of construction of residential, commercial, or industrial buildings on the land, or for the purpose of resale or lease of the land to persons engaged in that kind of business, provided that no conveyance of that land may occur and no contract to lease it may become effective until after the final plat has been properly approved under the requirements of this ordinance and recorded in the Office of the Sampson County Register of Deeds.

Section 304. Procedures for Review of Major and Minor Subdivisions (6/2000)

All subdivisions shall be considered major subdivisions except those defined as minor subdivisions in this section. **Major subdivisions** shall be reviewed in accordance with the procedures in Section 305 through 307. **Minor subdivisions** shall be reviewed in accordance with the provisions in Section 304. However, if the subdivider owns, leases,

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: June 1, 2020	<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Public Hearing Regarding Proposed Expenditures for Economic Development Purposes – Acquisition of Property

DEPARTMENT: Legal

PUBLIC HEARING: Yes

CONTACT PERSON(S): Joel Starling, County Attorney

PURPOSE: To receive public comment regarding the County’s proposed expenditure for economic development purposes, the acquisition of a fee simple interest in a 1.5 ± acre parcel from Grace H. Byrd

ATTACHMENTS: Resolution Approving Acquisition

BACKGROUND:

Sampson County has negotiated the purchase of a 1.5-acre property located near the intersection of West Main Street and Sampson Airport Road. The purchase price is \$14,244.00. Because this is an economic development appropriation under state law, the Board of Commissioners must comply with the public hearing requirement set forth in G.S. 158-7.1(c). We have duly advertised a public hearing for the purpose of receiving public comment with regard to the County’s proposed expenditure for economic development purposes, the acquisition of a fee simple interest in the parcel from Grace H. Byrd.

The Chairman should convene the hearing and call upon County Attorney Joel Starling to review the matter.

RECOMMENDED ACTION OR MOTION:

Consider adoption of enclosed resolution approving the appropriation for the acquisition of the real property, subject to the terms and conditions of the Offer to Purchase and Contract and Addendum to Offer to Purchase and Contract

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

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: May 21, 2020
RE: Acquisition of Grace Byrd Property

Sampson County has negotiated the purchase of a 1.5 acre property located near the intersection of West Main Street and Sampson Airport Road. The purchase price is \$14,244.00. Because this is an economic development appropriation under state law, the Board of Commissioners must comply with the public hearing requirement set forth in G.S. 158-7.1(c). To that end, a notice of public hearing was published in the Sampson Independent on Wednesday, May 20, 2020.

Materials:

1. Notice of Public Hearing;
2. Resolution Approving Economic Development Expenditure;
3. Offer to Purchase and Contract and Addendum to Offer to Purchase and Contract.

**PUBLIC NOTICE
SAMPSON COUNTY, NORTH CAROLINA**

A public hearing will be held by the Sampson County Board of Commissioners on June 1, 2020 at 6:00 p.m. In the event the State of North Carolina is still under a COVID-19 State of Emergency at that time, the meeting will be held virtually by video conference, and the Board of Commissioners' Auditorium will not be open to the public. In the event the State of North Carolina is no longer under a COVID-19 State of Emergency at that time, the meeting will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328.

The purpose of the public hearing is to receive comments on a proposed expenditure for economic development purposes. Namely, the Board of Commissioners intends to approve the acquisition of a fee simple interest in the following 1.5 ± acre parcel from Grace H. Byrd:

Sampson County Parcel No. 15-0173200-02. Being the same property described in Book 793, Page 170 of the Sampson County Registry.

Said property is located west of the intersection of West Main Street and Sampson Airport Road in Clinton, NC. The proposed purchase price for the above-described real property is \$14,244.00. The source of funding for the acquisition will be the County's general fund.

June 1st Remote Meeting Information

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Telephone number: (646) 558-8656
Meeting ID number: 878 8470 8439
Password: 690166

Members of the public who wish to address the Board of Commissioners regarding the public hearing may do so by submitting written comments by one of the following means:

- First class mail addressed as follows: Clerk to the Board
406 County Complex Rd., Bldg. C
Clinton, NC 28328
- Email addressed as follows: susanh@sampsonnc.com

Please note that written comments must include the commenter's name and address and must be received by 5:00 p.m. on June 11, 2020 in order to be considered.

Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes. However, written comments that violate the Board of

Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

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Meeting ID number: 875 8707 6428

Password: 378181

For more information on the proposed acquisition, please contact Stephen Barrington, Executive Director, Sampson County Economic Development Commission, during regular business hours at (910) 592-8921 or at sbarrington@sampsonedc.com.

PUBLIC NOTICE
SAMPSON COUNTY, NORTH CAROLINA

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First class mail addressed as follows:

Clerk to the Board
406 County Complex Rd., Bldg. C
Clinton, NC 28328

Email addressed as follows:

susanh@sampsonnc.com

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Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes. However, written comments that violate the Board of Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

June 11th Remote Meeting Information

In the event that the Board of Commissioners recesses the meeting to June 11, 2020 and the State of North Carolina is still under a COVID-19 State of Emergency at that time, the reconvened meeting will be broadcast via Facebook Live beginning at 6:00 p.m. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

Telephone number: (646) 558-8656
Meeting ID number: 875 8707 6428
Password: 378181

For more information on the proposed acquisition, please contact Stephen Barrington, Executive Director, Sampson County Economic Development Commission, during regular business hours at (910) 592-8921 or at sbarrington@sampsonedc.com.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMPSON COUNTY
APPROVING ECONOMIC DEVELOPMENT EXPENDITURE**

WHEREAS, N.C. Gen. Stat. § (“G.S.”) 158-7.1(b) authorizes counties to, among other things, (1) acquire and develop land for an industrial park, to be used for manufacturing, assembly, fabrication, processing, warehousing, research and development, office use, or similar industrial or commercial purposes and (2) acquire, assemble, and hold for resale property that is suitable for industrial or commercial use; and

WHEREAS, the Sampson County Board of Commissioners has negotiated for the purchase of the following described real property, located in South Clinton Township, City of Clinton, Sampson County, North Carolina, for a proposed purchase price of \$14,244.00:

Sampson County Parcel No. 15-0173200-02. Being the same property described in Book 793, Page 170 of the Sampson County Registry.

WHEREAS, the Sampson County Board of Commissioners has determined, pursuant to G.S. 158-7.1(a), that the appropriation of money for the acquisition of the above-described real property will increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to G.S. 158-7.1, the Sampson County Board of Commissioners hereby approves the above appropriation for the acquisition of the above-described real property, subject to the terms and conditions of the Offer to Purchase and Contract and Addendum to Offer to Purchase and Contract attached hereto and incorporated herein by reference.

ADOPTED, this the ____ day of June, 2020.

CLARK H. WOOTEN, Chairman,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER, Clerk,
Sampson County Board of Commission

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract–New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Grace H. Byrd

(b) **"Buyer":** County of Sampson

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: W Main St
City: Clinton Zip: 28328
County: Sampson, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference :Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 15017320002

Other description: _____

Some or all of the Property may be described in Deed Book 793 at Page 170

(d) **"Purchase Price":**

\$ 14,244.00

\$ _____

\$ 500.00


\$ _____

\$ _____

\$ _____

\$ 13,744.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE.**
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

 This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2019
© 7/2019

Buyer initials _____ Seller initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Tim Howard Attorney at Law

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on June 30, 2020 *TIME BEING OF THE ESSENCE.*

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on July 15, 2020 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

Buyer initials _____ Seller initials _____

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) Loan: Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligation under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) Other Property: Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.

(b) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) Authorization to Disclose Information: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

Buyer initials _____ Seller initials _____

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewatering. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: County of Sampson

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ none toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies.

If

legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional

documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counter offer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer _____

Seller _____

County of Sampson

Grace H. Byrd

Date: _____

Date: _____

Buyer _____

Seller _____

Entity Buyer:

Entity Seller:

County of Sampson

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Clinton Realty Co.
Acting as Buyer's Agent Seller's(sub)Agent Dual Agent
Firm License#: C17105
Mailing Address: 607 College St., Clinton, NC 28328

Listing Firm Name: Clinton Realty Co.
Acting as Seller's Agent Dual Agent
Firm License#: C17105
Mailing Address: 607 College St, Clinton, NC 28328-3501

Individual Selling Agent: Gail K. Gainey
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent: Gail K. Gainey
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 70511

Listing Agent License#: 70511

Selling Agent Phone#: (910)590-9164

Listing Agent Phone#: (910)590-9164

Selling Agent Fax#: (910)596-0095

Listing Agent Fax#: (910)596-0095

Selling Agent E-mail: ggainey@clintonrealty.net

Listing Agent E-mail: ggainey@clintonrealty.net

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Grace H. Byrd ("Seller")

Buyer: County of Sampson ("Buyer")

Property Address: W Main St, Clinton, NC 28328 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: Clinton Realty Co.
By: _____
(Signature)
Gail K. Gainey
(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____
(Signature)
Grace H. Byrd
Date: _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: Tim Howard Attorney at Law
By: _____
(Signature)
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: Tim Howard Attorney at Law
Time: _____ AM. PM By: _____
(Signature)
(Print name)

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**ADDENDUM TO OFFER TO
PURCHASE AND CONTRACT**

Seller represents and warrants that she has no actual knowledge of the presence or disposal on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials, and wastes listed in the United State Department of Transportation Hazardous Materials Table or by the Environmental Protection Agency as hazardous substances, or such substances, materials, and wastes, which are regulated under any applicable law, state or federal. Seller has no actual knowledge of any contamination of the property from such substances as may have been disposed of or stored on neighboring tracts.

This the _____ day of June, 2020.

 5/20/20

GRACE H. BYRD

Working with Real Estate Agents

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is representing you as your agent or simply assisting you while acting as an agent of the other party.

This brochure addresses the various types of agency relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

Sellers

Seller's Agent

If you are selling real estate, you may want to “list” your property for sale with a real estate firm. If so, you will sign a “listing agreement” authorizing the firm and its agents to represent you in your dealings with buyers as your seller's agent. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

Duties to Seller: The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you and a buyer at the same time. This “dual agency relationship” is most likely to happen if an agent with your listing firm is working as a buyer's agent with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a dual agent to advance the interests of both the buyer and seller. Nevertheless, a dual agent must treat buyers and sellers fairly and equally. Although the dual agent owes them the same duties, buyers and sellers can prohibit dual agents from divulging **certain** confidential information about them to the other party. Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the dual agent and • what the agent will be doing for you in the transaction.

Buyers

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a buyer's agent). You may be willing for them to represent both you and the seller at the same time (as a dual agent). Or you may agree to let them represent only the seller (seller's agent or subagent). Some agents will offer you a choice of these services. Others may not.

Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your buyer's agent, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. **But until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it. Once you sign it, the agent must give you a copy of it.

Services and Compensation: Whether you have a written or unwritten agreement, a buyer's agent will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a written agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A buyer's agent can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your buyer's agent is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you and the seller at the same time. This "dual agency relationship" is most likely to happen if you become interested in a property listed with your buyer's agent or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your buyer's agent will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a dual agent to advance the interests of both the buyer and seller. Nevertheless, a dual agent must treat buyers and sellers fairly and equally. Although the dual agent owes them the same duties, buyers and sellers can prohibit dual agents from divulging certain confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated dual agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the dual agent and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working With a Buyer

If the real estate agent or firm that you contact does not offer buyer agency or you do not want them to act as your buyer agent, you can still work with the firm and its agents. However, they will be acting as the seller's agent (or "subagent"). The agent can still help you find and purchase property and provide many of the same services as a buyer's agent. The agent must be fair with you and provide you with any "material facts" (such as a leaky roof) about properties.

But remember, the agent represents the seller-not you-and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a seller's agent is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you in writing if they are sellers' agents before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

Sellers' agents are compensated by the sellers.

Disclosure of Seller Subagency

(Complete, if applicable)

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Agent's Initials Acknowledging Disclosure: _____

For Buyer/Seller

Agent Name: Gail K. Gainey

License Number: 70511

Firm Name: Clinton Realty Co.

Date: May 6, 2020

Working with Real Estate Agents

Agents must retain this acknowledgment for their files. This is not a contract.

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Buyer or Seller Name (Print or Type): County of Sampson

Buyer or Seller Signature: _____

Buyer or Seller Name (Print or Type): _____

Buyer or Seller Signature: _____

Date: _____

Firm Name: Clinton Realty Co.

Agent Name: Gail K. Gainey

License Number: 70511

Disclosure of Seller Subagency

(Complete, if applicable)

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____

(Note: This brochure is for informational purposes only and does not constitute a contract for service.)

The North Carolina Real Estate Commission
P.O. Box 17100 Raleigh, North Carolina 27619-7100
919/875-3700
Web Site: www.ncrec.gov REC 3.45 3/1/13

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: June 1, 2020	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
----------------------------	---	--

SUBJECT: Public Hearing Regarding Proposed Expenditures for Economic Development Purposes – Consideration of Incentive Agreement

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON(S): Stephen Barrington, Director of Economic Development
Joel Starling, County Attorney

PURPOSE: To receive public comment regarding intent of the County to enter into an agreement to provide performance-based incentives for an economic development project

ATTACHMENTS: Resolution making determinations and authorizing execution of the Incentive Agreement

BACKGROUND:

N.C. Gen. Stat. § 158-7.1(a) authorizes counties to make appropriations for economic development purposes provided that the appropriations are determined by the governing body of the county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county. The Economic Development Commission, acting on behalf of the Sampson County Board of Commissioners, has negotiated the terms of an economic development agreement that satisfies the requirements this statute with a private enterprise in connection with their expansion of an existing facility located in Sampson County in order to manufacture a soil amendment product.

Before entering into such agreement, the County must hold a public hearing regarding the project. The Chairman should convene the hearing and call upon Economic Developer Stephen Barrington who will review the potential economic impact of the company’s property investment and job creation. County Attorney Joel Starling can answer questions related to the Incentive Agreement.

RECOMMENDED ACTION OR MOTION:

Consider adoption of enclosed resolution that determines that the appropriation will increase the population, taxable property, agricultural industries, employment, industrial output, and business prospects of Sampson County, sets forth the proposed incentives and performance-based commitments, and authorizes the execution of the Incentive Agreement



PROJECT 20-20 IMPACT

JOBS

37 NEW JOBS
Over five years

REAL + PERSONAL PROPERTY INVESTMENT

\$17,819,000
Over five years

REAL + PERSONAL PROPERTY TAX REVENUE to SAMPSON COUNTY *Not including special taxes, including Fire District Taxes*

Over five years: Est. \$408,630.75
After five years: Est. \$147,006.75 per year

EARNINGS INCREASE

New money in the economy

Over five years: Est. \$6,040,021
After five years: Est. \$1,925,850 per year

INCREASE IN LOCAL TAXES ON PRODUCTION AND IMPORTS

Over five years: Est. \$399,348
After five years: Est. \$127,331 per year

Data Sources:
EDPNC Project Summary Form
Emsi 2020 Q1 Impact Scenario

PUBLIC HEARING NOTICE- PROJECT 20-20

The Sampson County Board of Commissioners will hold a public hearing on Monday, June 1, 2020 at 6:00 p.m. The purpose of the public hearing is to receive public comment concerning proposed appropriations and expenditures for economic development activity. The proposed economic development activity involves expansion of an existing facility located in Clinton, North Carolina by constructing and placing into service new building improvements, fixtures, personal property, and manufacturing equipment over a five-year period.

The appropriations and expenditures will be made pursuant to a written incentive agreement. Under this agreement, the County will provide performance-based business incentive payments to PROJECT 20-20 over a five-year period in the amount of \$102,157.69. The incentive payments will be paid out of Sampson County's general fund. The company will commit to making certain capital investments in the County utilizing its own funds as well as One NC Fund grant funding and to maintaining certain levels of new employment.

The potential public benefits anticipated to be derived from this agreement include:

- Taxable investment: **\$17,819,000**
- Estimated property tax revenues (years 1-5 in operation): **\$408,630.75**
- Direct new company employment: **37**

PROJECT 20-20 is an existing company that will expand an existing facility located in Clinton, NC in order to manufacture a soil amendment product. Additional information on the project will be available at the time of the hearing. The terms of any agreement between the County and the company, however, will be subject to further completion and amendment based on comments received at the hearing and continued negotiations between the County and the company. The Board of Commissioners may take action concerning the proposed agreement and the related transactions at a recessed and reconvened meeting at 6:00 p.m. on June 11, 2020 or at a later date.

In the event the State of North Carolina is still under a COVID-19 State of Emergency at the time, the meeting will be held virtually by video conference, and the Board of Commissioners' Auditorium will not be open to the public. In the event the State of North Carolina is no longer under a COVID-19 State of Emergency at the time, the meeting and any recessed and reconvened meetings will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328.

June 1st Remote Meeting Information

If the meeting is held virtually, the meeting will be broadcast live via Facebook Live beginning at 6:00 p.m. on June 1, 2020. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

- Telephone number: (646) 558-8656
- Meeting ID number: 878 8470 8439
- Password: 690166

Members of the public who wish to address the Board of Commissioners regarding the public hearing may do so by submitting written comments by one of the following means:

- First class mail addressed as follows: Clerk to the Board
406 County Complex Rd., Bldg. C
Clinton, NC 28328
- Email addressed as follows: susanh@sampsonnc.com

Please note that written comments must include the commenter's name and address and must be received by 5:00 p.m. on June 11, 2020 in order to be considered.

Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes. However, written comments that violate the Board of Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

June 11th Remote Meeting Information

In the event that the Board of Commissioners recesses the meeting to June 11, 2020 and the State of North Carolina is still under a COVID-19 State of Emergency at that time, the reconvened meeting will be broadcast via Facebook Live beginning at 6:00 p.m. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

- Telephone number: (646) 558-8656
- Meeting ID number: 875 8707 6428
- Password: 378181

Additional information on the subject of the hearing is available from Mr. Stephen Barrington, Executive Director, Sampson County Economic Development Commission [telephone (910) 592-8921] during regular business hours.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMPSON COUNTY
APPROVING ECONOMIC DEVELOPMENT EXPENDITURE**

WHEREAS, N.C. Gen. Stat. § 158-7.1(a) authorizes counties to make appropriations for economic development purposes provided that the appropriations are determined by the governing body of the county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county; and

WHEREAS, the Sampson County Economic Development Commission, acting on behalf of the Sampson County Board of Commissioners, has negotiated the terms of an economic development agreement that satisfies the requirements of N.C. Gen. Stat. § 158-7.1(h) with an private enterprise in connection with the private enterprise's expansion of an existing facility located in Sampson County in order to manufacture a soil amendment product; and

WHEREAS, under the terms of the economic development agreement, the private enterprise will commit to certain performance commitments related to the creation of new jobs and capital investments that will result in an increase in taxable property in Sampson County; and

WHEREAS, the Sampson County Board of Commissioners has determined, pursuant to G.S. 158-7.1(a), that the appropriation of money described herein and in the proposed economic development agreement will increase the population, taxable property, agricultural industries, employment, industrial output, and business prospects of Sampson County; and

WHEREAS, the Sampson County Board of Commissioners has held the public hearing required by N.C. Gen. Stat. § 158-7.1(c);

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to G.S. 158-7.1 the Sampson County Board of Commissioners hereby approves the above appropriation described in the economic development agreement and herein below;
2. The Sampson County Board of Commissioners hereby agree to provide grant back incentive payments over a five (5) year period in the following amounts:

Year 1.....\$	4,380.75
Year 2.....\$	10,617.75
Year 3.....\$	19,998.00
Year 4.....\$	30,409.50
Year 5.....\$	36,751.69
Total.....\$	102,157.69

3. The private enterprise, upon execution of the Incentive Agreement, will commit to create and maintain jobs for at least thirty-seven (37) new full time equivalent employees and to make direct taxable investment equal to \$17,819,000.00;

4. The Chairman of the Sampson County Board of Commissioners is authorized to execute an economic development agreement in substantially the form as the Incentive Agreement attached to this Resolution;

5. The Sampson County Manager or his designee is authorized and directed to deliver all other certificates, agreements, and instruments and to take all such further actions as may be necessary in furtherance of the transactions contemplated by this Resolution.

ADOPTED, this the _____ day of June, 2020.

CLARK H. WOOTEN, Chairman,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER, Clerk,
Sampson County Board of Commission

SAMPSON COUNTY, NORTH CAROLINA

INCENTIVE AGREEMENT

PROJECT 20-20

Dated as of June 11, 2020

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT, dated as of June 11, 2020, (as supplemented or amended, the "Agreement"), is between an entity referred to herein as **PROJECT 20-20**, a North Carolina limited liability company registered with the Secretary of State of North Carolina (the "Company" and its affiliates or joint venture partners) and **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the "County").

RECITALS

1. The purpose of this Agreement is to describe certain incentives to be provided by the County to the Company in connection with the Company's expansion of a Facility located in the County in order to manufacture a soil amendment product.

2. North Carolina General Statutes § 158-7.1, *et seq.*, authorizes county governments to enter into economic development agreements with private industries where, in the discretion of the county's board of commissioners, the appropriations or expenditures made pursuant to the economic development agreement will increase the population, taxable property, agricultural industries, and business prospects of the county.

3. The Sampson County Board of Commissioners finds that the obligations incurred by the County under the terms of this Agreement serve a public purpose and will lead to an increase in the population, taxable property, agricultural industries, and business prospects of the County.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

1.01. Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Beneficial Occupancy" means the date on which the Company substantially completes the expansion of the Facility contemplated by this Agreement.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State are required by law to be closed.

"Change in Use" means any diversion of or reduction in use of the Facility which would not provide the guaranteed Performance Commitments of Direct Investment or New Full Time Equivalent Employees, as set forth herein.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties.

"Direct Investment" means the original tax value of new building improvements, fixtures, personal property, and manufacturing equipment placed by the Company on the ad valorem tax rolls of the County.

"Facility" means the real property, new building improvements, fixtures, personal property, and manufacturing equipment intended to be constructed and placed into service by the Company at the location more particularly identified in **Exhibit A**.

"Incentive Payments" has the meaning ascribed to it by the terms of Article II herein.

"Incentives" means the various incentive payments from all sources to the Company, as referred to in this Agreement.

The number of "New Full Time Equivalent Employees" means the number arrived at by dividing the total annual payroll hours paid by 1820, which shall be computed on a calendar year basis ending on December 31st of each year, and the certification of employment shall be provided no later than January 15th of the year following the calendar year in question. However, New Full Time Equivalent Employees for purposes of the payment reduction formula set forth in **Exhibit B** shall be calculated by dividing the total payroll hours paid by 1820, computed on the twelve (12) months immediately preceding the incentive payment date in question, which certification of employment shall be provided no later than the fifteenth (15th) day after the termination of the twelve (12) month period immediately preceding the incentive payment date in question.

"Occupancy Date" means the date on which the Company assumes Beneficial Occupancy of the Facility as contemplated by this agreement.

"Performance Commitment(s)" has the meaning ascribed to it by the terms of Articles II and IV herein.

"State" means the State of North Carolina.

1.02. Rules of Construction. Unless the context otherwise indicates.

(a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well.

(b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement,

(c) All references to officers are references to County officers.

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

ARTICLE II
INCENTIVE PAYMENTS

The County will provide for Incentive Payments totaling no more than **one hundred two thousand one hundred fifty and 69/100 dollars (\$102,157.69)**. The timing of these Incentive Payments will be in accordance with the following:

Year 1.....\$ 4,380.75

Year 2.....\$ 10,617.75

Year 3.....\$ 19,998.00

Year 4.....\$ 30,409.50

Year 5.....\$ 36,751.69

These Incentive Payments shall be made starting in the first year after the year in which the Occupancy Date of the facility occurs, and each year thereafter for a total of **five (5) years**, provided that the Company has not abandoned manufacturing operations in the Facility as defined in Article V herein. In the event that the Company abandons manufacturing operations in the Facility, no further Incentive Payments shall be due and payable from the County. Such Incentive Payments shall be paid in each applicable year only after all taxes or fees owed to the County have been paid in full in that year by the Company and/or any lessor of the Company who is responsible for paying ad valorem taxes on the Direct Investment. The amount of such Incentive Payments shall be reduced proportionate to the amount by which the Company fails to meet its Performance Commitments as set forth in Article IV herein. The formulation of how such Incentive Payments shall be proportionately reduced is set forth in Article V and **Exhibit B** herein. Should the amount of Incentive Payments be proportionately reduced in a year in which the Company fails to meet its Performance Commitments, but in the following year the Company meets its Performance Commitments and exceeds such Performance Commitments by an amount not less than the shortfall from the previous year, then the Company shall be entitled to the difference in the total amount of Incentive Payment the Company would have received from the County the previous year had it met the Performance Commitments for that year and the amount actually received from the County in the previous year.

ARTICLE III
OTHER INCENTIVE SOURCES

It is understood by the parties to this Agreement that certain Incentives from sources other than the County may be made available to assist in the expansion of the Facility. The source and amount of these anticipated Incentives are unknown at this time. It is further understood that the County will be supportive of the applications for any such outside Incentives, but that it does not have any control over the approval or amount of these Incentives or how they are paid. The County shall use its best efforts to assist in obtaining this outside grant funding, provided that Incentives from sources other than the County are ultimately outside the control of

the County and are only acknowledged herein but are not otherwise subject to the terms and conditions of this Agreement.

ARTICLE IV
COMPANY’S COMMITMENTS

In return for the Incentives set forth herein, which are a competitive necessity for the Company to choose to expand its Facility in the County as contemplated by this Agreement, the Company commits to certain Performance Commitments related to new jobs created and incrementally increased taxes in the County. The parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that the Company will meet or exceed these Performance Commitments. Specifically, the Company agrees to meet or exceed the following Performance Commitments:

(a) The Company will create and maintain in the Facility for the **five (5) year** term of this Agreement, jobs for at least **thirty-seven (37)** New Full Time Equivalent Employees, with such number of New Full Time Equivalent Employees being hired by the end of the each of the following years:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
New Full Time Equivalent Employees	9	9	5	5	9	37

(b) The Company agrees that the average salary of all New Full Time Equivalent Employees in the Facility shall be no less than **thirty-seven thousand four hundred fifty dollars (\$37,450.00)** per year; however, individual New Full Time Equivalent Employees may have salaries more than or less than thirty-seven thousand four hundred fifty dollars (\$37,450.00), given that this figure represents an average salary for all New Full Time Equivalent Employees

(c) The Company shall expand the Facility as contemplated by this Agreement on the property identified on **Exhibit A** and shall make Direct Investment equal to **seventeen million eight hundred nineteen thousand dollars (\$17,819,000.00)**, as set forth in the table below, and the Direct Investment shall remain as taxable property in the County subject to ad valorem tax assessments for the full **five (5)** year term of this Agreement. However, Incentive Payments shall be determined based upon tax revenues resulting from the amount of Direct Investment

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Real Property	\$ 24,000	\$ 24,000	\$ 48,000	\$ 48,000	\$ 75,000	\$ 219,000
Personal Property	\$2,100,000	\$3,000,000	\$4,500,000	\$5,000,000	\$3,000,000	\$17,600,000

ARTICLE V
FAILURE TO MEET PERFORMANCE COMMITMENTS

Performance Commitments are set forth herein in Article IV and represent the levels of New Full Time Equivalent Employees and Direct Investment that must be achieved by the Company in order to qualify for a complete level of Incentive Payment in any given year.

If a Change in Use occurs in any year prior to the last Incentive Payment to the Company, the amount of the Incentive Payment due in that year, and such payments to be made in later years, shall be reduced on a pro rata basis, to the unweighted average of the percentages the company falls short in the Performance Commitment levels. Examples describing the formula for reduction in the Incentive Payments are set forth in **Exhibit B**. If the Company abandons manufacturing operations in the Facility, as defined in this Article, all future Incentive Payments will be terminated, and the County shall have no obligation to make future Incentive Payments following abandonment of manufacturing operations within the Facility.

In the event that the number of New Full Time Equivalent Employees in the Facility is reduced to ten percent (10%) or less of the Performance Commitment of thirty-seven (37) New Full Time Equivalent Employees, the Company will be conclusively deemed to have abandoned manufacturing operations in the Facility.

The level of New Full Time Equivalent Employees will be verified at the end of each year based upon the Unemployment Tax report required by the Division of Employment Security. Whether or not the Company has maintained equipment and other improvements in the Facility which were a part of the initial Direct Investments for which incentives are being provided shall be determined each year based on tax listings.

ARTICLE VI
INDEMNIFICATION

The Company hereby agrees to indemnify, protect and hold harmless the County, and its officers, directors, and employees from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Facility or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Company and not the County. The indemnification arising under this Article shall survive the Agreement's termination.

ARTICLE VII
TERMINATION OF AGREEMENT

Upon the occurrence of either of the following events, the Company shall have the option of terminating this Agreement: (a) failure of the County to provide Incentive Payments as provided for in Article II herein; or (b) payment in full of Incentive Payments from all sources.

ARTICLE VIII
ADJUSTMENTS OF PERFORMANCE COMMITMENTS

All of the parties to this Agreement agree that if the Company determines in the future that, due to technical advances, it can significantly exceed the Performance Commitments of Direct Investment, but will need less than the Performance Commitments of New Full Time Equivalent Employees, all parties will negotiate in good faith to amend the agreed upon Performance Commitments and formulations for reductions set forth in **Exhibit B**.

ARTICLE IX
ASSIGNMENTS

No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties. Provided, however, that this Agreement may be assigned by the Company to a wholly owned subsidiary of the Company, without the consent of all other parties, provided that the Company will guarantee the performance by the Subsidiary of the obligations due under this Agreement.

ARTICLE X
LIMITED OBLIGATION OF COUNTY

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE COUNTY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.

ARTICLE XII
MISCELLANEOUS

12.01. Governing Law. The parties intend that this Agreement shall be governed by the laws of the State of North Carolina. The sole jurisdiction for the hearing of any disputes arising

hereunder shall be in the Superior Court Division of the General Court of Justice of Sampson County, North Carolina.

12.02. Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

(1) If to the Company, to:

(2) If to the County, to:

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

12.03. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

12.04. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

12.05. Entire Agreement; Amendments. This Agreement, including Exhibits A through B attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

12.06. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12.07. Time. Time is of the essence in this Agreement and each and all of its provisions.

12.08. Liability of Officers and Agents. No officer, agent, or employee of the County shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

12.09. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

PROJECT 20-20

ATTEST:

By _____ [SEAL]

Name: _____

Title: _____

Name: _____

_____, Secretary

SAMPSON COUNTY

ATTEST:

By _____ [SEAL]

Clark H. Wooten, Chairman

Sampson County Board of Commissioners

Name: Susan J. Holder,
Clerk to the Sampson County Board of Commissioners

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act

David Clack,
Finance Officer, Sampson County, North Carolina

EXHIBIT A
FACILITY DESCRIPTION

EXHIBIT B
SCHEDULE FOR REDUCTION OF FIVE YEAR INCENTIVEMENT PAYMENTS

In any year that the County has agreed to make an Incentive Payment that the Company fails to meet the Performance Commitments set forth in Article IV herein for either Direct Investment or the number of New Full Time Equivalent Employees (“NFTEE”), or both, the amount of Incentive Payment paid for that year to the Company shall be decreased by a pro rata amount of that year’s Incentive Payment, which pro rata amount shall be computed as the unweighted average amount of percentages by which the Company failed to meet the Performance Commitments for Direct Investment, NFTEE, or both.

Example 1. *Direct Investment Shortage.* After Year 3, the Company has 80% of the amount of New Capital Investment, but 100% or more of NFTEE, the Incentive Payment for that year would be 90% of **\$19,998.00**, or **\$17,998.20**.

Example 2. *NFTEE Shortage.* After Year 4, the Company has 100% of the amount of New Capital Investment, but only 90% of NFTEE, the Incentive Payment for that year would be 95% of **\$30,409.50**, or **\$28,889.03**.

Example 3. *Direct Investment and NFTEE Shortage.* After Year 5, the Company has 80% of New Capital Investment, and 75% of NFTEE, the Incentive Payment for that year would be 77.5% of **\$36,751.69**, or **\$26,157.56**.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: June 1, 2020	<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
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Presentation of the Proposed Budget for Fiscal Year 2020 - 2021

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager

PURPOSE: To receive the proposed budget for FY 20-21

ATTACHMENTS: None

BACKGROUND:

The County Manager will review his annual budget message (which will be provided separately) outlining major points of the proposed budget for FY 20-21. The Board has previously scheduled a public hearing regarding the proposed budget for June 11, 2020 at 6 pm.

RECOMMENDED ACTION OR MOTION:

No action required

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: June 1, 2020	<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: Acceptance of Coronavirus Relief Funding and Approval of Associated Documents

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON(S): David K. Clack, Finance Office

PURPOSE: To consider acceptance of CARES Act Grant Funding and approval of budget amendment and spending plan

ATTACHMENTS: Memo

BACKGROUND:

All of the State's 100 counties were allocated a portion of the federal CARES Act funding to assist with the costs related to the COVID-10 pandemic. Each county received a base allocation of \$250,000 plus additional funds based upon population. Sampson County's allocation is \$1,283,670, which can be expended in six categories by county and municipal governments and non-profits within the county.

County staff have had discussions with county departments, municipal governments, as well as Sampson Regional Medical Center, Goshen Medical Center, Comm Well Health and Eastpointe LME and requested they submit their needs. Finance Officer David Clack will present information on the grant funding, and a budget amendment and spending plan that tries to meet the needs as noted by our departments, our municipalities, and non-profit medical providers.

The grant funds must be expended by December 30, 2020; any unexpended funds must be returned. These funds may not be used to replace lost revenue, and claims may not be made for any expenditure for a service or item that has already been reimbursed from another source (no double dipping). The County is accountable to the State for any ineligible expenditure.

RECOMMENDED ACTION OR MOTION:

Motion to accept the funds and approve the budget amendment and spending plan



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 21, 2020

SUBJECT: CARES Act Grant Funding

Attached please find information related to the CARES Act funding awarded to Sampson County. The County has been awarded a grant to assist with the costs related to the COVID-19 pandemic. All 100 counties were allocated funds from the CARES Act. The allocation to three counties was made first directly from the US Treasury. The funds for the remaining 97 counties was sent to the State. Each of the 97 counties received a base allocation of \$250,000 and the remaining amount was allocated based on population.

Sampson County's has been allocated \$1,283,670 to be used in six categories and granted to non-profits and municipalities in the County. Our County departments sent us their list of items and services that they anticipated needing to respond to the pandemic. We contacted Sampson Regional Medical Center, Goshen Medical Center, Comm Well Health and Eastpointe LME and asked them to send us their needs. We also contacted all of the municipalities in Sampson County and asked them for similar information. We will present a budget amendment and spending plan at the meeting to address the needs of the County, our municipalities, and non-profit medical providers. An example of the information requested in the spending plan is attached.

These funds must be expended by December 30, 2020. Any unexpended funds must be returned. These funds may not be used to replace lost revenue. You may not claim any expenditure for a service or item that has already been reimbursed from another source (no double dipping). You may claim any eligible expenditure that you have made since March 1, 2020. The County is accountable to the State for any ineligible expenditure.

We are requesting that the Board accept the funds and approve the budget amendment and spending plan.

May 7, 2020

Dear County Leader,

This letter is to inform you about funding for North Carolina local governments from the Coronavirus Relief Fund (CRF) established under the CARES Act. In total about \$4.07 billion will be allocated to the State of North Carolina. The four largest local governments (with populations in excess of 500,000) have already received a direct distribution from the U.S. Treasury of about \$481 million; the remaining funds have been received by the State of North Carolina to be used on behalf of the State and the remaining local governments. The State share of the remaining funds is estimated to be approximately \$3.585 billion.

[HB 1043/S.L. 2020-4](#) has appropriated \$150 million to be distributed to county governments based on their population according to 2019 Vintage Year Census Bureau estimates. Each county will receive a minimum distribution of \$250,000. Counties can choose to share with municipalities in their county if the transfer qualifies as a necessary expenditure incurred due to the coronavirus public health emergency. The law also reserved an additional \$150 million for local governments for future use if the U.S. Treasury approves revenue replacement as an acceptable use of these funds.

At this time, the State expects to award the entire local share to counties for COVID-19 health-related expenditures at one time. Attached is a chart that shows each county's share of the \$150 million.

[Guidance](#) and [FAQs](#) received from the federal government suggest that eligible spending must be directly related to expenditures incurred to address the COVID-19 pandemic. The broad categories include:

- Medical expenses including the COVID-19 related expenses of public hospitals and clinics, establishment of temporary medical facilities, COVID-19 testing, and public telemedicine capabilities.
- Public health expenses such as the acquisition of personal protective equipment and other medical supplies, disinfection of public areas and other facilities such as nursing homes, and expenses for public safety measures, including expenses for quarantining.
- Payroll expenses for public safety or healthcare employees whose services are substantially dedicated to responding to the COVID-19 emergency.

- Expenses of actions that facilitate compliance with COVID-19 related public health measures such as teleworking, distance learning, food delivery paid sick and family and medical leave for public employees, expenses for maintaining prisons, and expenses for protecting the homeless population.
- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

Treasury guidance also states that these funds must be spent by December 30, 2020. These funds may not be used for damages covered by insurance, payroll or benefits for employees not substantially dedicated to responding to or mitigating the COVID-19 health emergency, or to reimburse for revenue losses.

Please contact the NC Pandemic Recovery Office if you have questions about allowable uses of federal funding at ncpro@osbm.nc.gov. The federal government requires reporting on the use of these funds according to the Federal Funding Accountability and Transparency Act (FFATA). The State will require quarterly reporting of funds to the NC Pandemic Recovery Office beginning on October 1, 2020 and report on your behalf to the federal government. Please fill out the attached information form to ensure accurate reporting and complete the W-9 form so that OSBM has the information needed to disburse your allotment and return to ncpro@osbm.nc.gov. The receipt of these forms is required before the State will disburse funds. The State requests each county to submit a plan to the State on how the county proposes to use its share of the funds. We would like to receive this plan by June 1, 2020. Plans will be available to view on the ncpro.osbm.gov website.

All expenditures must be consistent with federal rules and regulations promulgated by the U.S. Treasury. Please know that S.L. 2020-4 states “Counties and municipalities are liable to the State for any misuse or mishandling of these funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State funds. Any local government officer, official, or employee who violates this section shall be subject to a civil action by the State and held personally liable to reimburse the State.”

Thank you for everything you are doing on behalf of North Carolina’s residents during this pandemic. Please feel free to contact me if you have any questions.

Sincerely,



Charles Perusse

*This letter was revised May 7, 2020 to reflect that CRF funds must be spent by December 30, 2020 and to correct the allocations received by Macon, Madison, Martin, and McDowell counties.

Local Government Coronavirus Relief Fund County Allocations					
Alamance	3,007,967	Franklin	1,383,798	Orange	2,665,753
Alexander	860,089	Gaston	3,903,161	Pamlico	457,056
Alleghany	431,203	Gates	438,118	Pasquotank	897,950
Anson	647,744	Graham	387,338	Pender	1,276,007
Ashe	692,602	Granville	1,233,427	Perquimans	469,047
Avery	535,658	Greene	592,800	Person	892,515
Beaufort	1,014,608	Guilford*	-	Pitt	3,190,732
Bertie	558,274	Halifax	1,063,679	Polk	587,186
Bladen	782,398	Harnett	2,462,374	Randolph	2,587,509
Brunswick	2,573,728	Haywood	1,263,918	Richmond	979,383
Buncombe	4,499,663	Henderson	2,160,413	Robeson	2,375,312
Burke	1,722,221	Hertford	635,233	Rockingham	1,730,763
Cabarrus	3,771,761	Hoke	1,148,675	Rowan	2,561,818
Caldwell	1,587,063	Hyde	330,327	Rutherford	1,340,584
Camden	426,810	Iredell	3,208,043	Sampson	1,283,670
Carteret	1,380,349	Jackson	964,886	Scotland	816,582
Caswell	617,775	Johnston	3,656,014	Stanly	1,271,874
Catawba	2,845,947	Jones	403,250	Stokes	991,781
Chatham	1,461,651	Lee	1,255,165	Surry	1,417,933
Cherokee	715,527	Lenoir	1,160,309	Swain	482,194
Chowan	476,857	Lincoln	1,651,054	Transylvania	809,455
Clay	432,732	Macon	833,421	Tyrrell	315,342
Cleveland	1,843,630	Madison	603,961	Union	4,152,585
Columbus	1,153,133	Martin	615,106	Vance	974,599
Craven	1,911,835	Mcdowell	994,465	Wake*	-
Cumberland	5,708,842	Mecklenburg*	-	Warren	571,030
Currituck	701,713	Mitchell	493,469	Washington	438,410
Dare	852,149	Montgomery	692,114	Watauga	1,164,018
Davidson	2,977,053	Moore	1,891,351	Wayne	2,253,382
Davie	947,118	Nash	1,784,259	Wilkes	1,363,086
Duplin	1,205,735	New Hanover	4,064,953	Wilson	1,580,929
Durham	5,480,715	Northampton	566,995	Yadkin	862,854
Edgecombe	1,087,466	Onslow	3,470,516	Yancey	543,989
Forsyth	6,470,065				

Coronavirus Relief Fund – County Distributions

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law on March 27, 2020. This law directed \$150 billion to states and territories via the Coronavirus Relief Fund (CRF) to be used for expenses related to addressing the COVID-19 pandemic. NC received a total of \$4.066 billion but approximately \$481M went directly to local governments with populations greater than 500,000. Session Law 2020-4 placed \$300 million in a local government CRF reserve fund and appropriated \$150 million of those funds to be distributed to counties across NC who were not eligible for direct funding.

Allocation Method

The allocation percentages are determined in S.L. 2020-4. The allocation includes:

- Base allocation of \$250,000
- Additional pro-rata allocation based on county population according to 2019 Vintage Year Census Bureau estimates (leaving out Guilford, Mecklenburg, and Wake as they received funds directly from U.S. Treasury)

Potential Uses of the Coronavirus Relief Funds

[Guidance](#) and [FAQs](#) received from the federal government suggests that eligible spending must be directly related to expenditures incurred to address the COVID-19 pandemic. The funds must be spent on purposes that were not accounted for in the government's most recently approved budget as of March 27, 2020 and must be used for expenditures incurred between March 1, 2020 and December 30, 2020. Money from the Coronavirus Relief Fund cannot be used for revenue replacement purposes.

The broad categories include:

- Medical expenses including the COVID-19 related expenses of public hospitals and clinics, establishment of temporary medical facilities, COVID-19 testing, and public telemedicine capabilities.
- Public health expenses such as the acquisition of personal protective equipment and other medical supplies, disinfection of public areas and other facilities such as nursing homes, and expenses for public safety measures, including expenses for quarantining.
- Payroll expenses for public safety or healthcare employees whose services are substantially dedicated to responding to the COVID-19 emergency.
- Expenses of actions that facilitate compliance with COVID-19 related public health measures such as teleworking, distance learning, food delivery paid sick and family and medical leave for public employees, expenses for maintaining prisons, and expenses for protecting the homeless population.
- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
- Other expenses incurred to address the COVID-19 public health emergency

North Carolina Coronavirus Relief Fund
Frequently Asked Questions for Funding distributed to County Governments per S.L. 2020-4

Note that this information is provided as a reference and is current as of May 15, 2020. In the event of a conflict between this document and state law, federal law, or US Treasury guidance, the state and federal laws and guidance supersede this document.

Questions	Response
How do we apply for funds and Where do we access the application documents?	You can access the application and W-9 on the NCPRO website - https://ncpro.nc.gov . You must submit both documents to NCPRO@osbm.nc.gov to apply for funds.
I don't understand the "non-supplant" prohibition; salaries are already budgeted in annual budget and can be funded through CRF, but other line items in budget cannot be?	Supplanting is: If the county's most recently approved budget prior to March 27, 2020 had a provision to allocate \$10,000 for personal protective equipment (PPE). The County must use county funds to purchase \$10,000 of PPE and any amounts spent over \$10,000 for PPE can be covered by CRF monies. A cost meets this requirement if either: 1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget, or 2. The cost is for a substantially different use from an expected use of funds in such a line item, allotment, or allocation.
What is "the most recently approved" budget and how do adjustment, amendment or supplemental appropriations effect the use of CRF funds?	The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for your county, without taking into account subsequent supplemental appropriations or other budgetary adjustments, or amendments made in response to COVID-19. If your county made budget adjustments, amendments or supplemental appropriations prior to or after March 27, 2020, CRF funds can be used for those adjustment, amendments, or supplemental appropriations as long as the expenditures meet these two requirements: (1) Necessary expenditure incurred between March 1 and December 30, 2020 and (2) related to COVID-19.
Under FEMA, there is Equipment Time that can be reimbursed for COVID-19-related travel. Is there something comparable under this funding?	There are no schedules for equipment time.
Generally, what expenses related to cleaning government buildings and facilities are allowable uses of the CRF funds?	Expenses for disinfection of public areas, buildings, parks, and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency, is an allowable expense. The US Treasury Guidance issued April 22, 2020 and the FAQs released May 4, 2020 are good resources for understanding eligible expenses.

North Carolina Coronavirus Relief Fund

Frequently Asked Questions for Funding distributed to County Governments per S.L. 2020-4

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Questions	Response
<p>Executive Order 124 prohibits utility service providers from disconnecting customers for nonpayment for 60 days following the EO. While the revenue lost for nonpayment is not eligible without Congressional amendment, would the costs incurred to reconnect the service; notify customers under the EO; and staff time dedicated to submit reports to the NC Utilities Commission and set up repayment plans be eligible as “other COVID-19-related expenses reasonably necessary to the function of government”?</p>	<p>If a customer's electricity was previously disconnected for nonpayment, and due to EO 124, the county reconnected the customer electricity, the cost associated with reconnection is allowable. You can not turn around and bill the customer for this expense in the future. If employees are substantially redirected to other duties such as developing repayment plans for customers who have not made payments under EO 124, these expenses are allowable.</p>
<p>Can CRF funds be used to reimburse for expenses already incurred (dating back to 3/1/2020) or only for new expenses going forward?</p>	<p>CRF monies can be used to reimburse counties for expenses already incurred dating back to March 1, 2020 assuming the expense meets the other requirements for use of the Coronavirus Relief Fund.</p> <p>Per US Treasury guidance costs must have been incurred on or after March 1, 2020. Treasury guidance defines “incurred” as being “when the responsible unit of government has expended funds to cover the cost.” Thus, if a county obligated funds for COVID-19 related expenses prior to March 1, 2020 but had not yet expended those funds as of March 1, 2020 those expenses are an allowable use.</p>
<p>Can CRF funds be used to pay for expenses in preparation for the coming hurricane season for public health/COVID-19 related measures such as curtains and temporary room dividers for social distancing in emergency shelters?</p>	<p>CRF funds can not be used to prepare for future disasters.</p>
<p>Can CRF funds be used to match other federal funds (like EMGP-S grants)?</p>	<p>At this time, the US Treasury has not provided guidance that would allow CRF money as Federal match. NCPRO is advise Counties not to use CRF money as a match for any federal programs until the US Treasury provide additional guidance.</p>
<p>What is the CFDA number for these federal funds?</p>	<p>There is no CFDA number.</p>

North Carolina Coronavirus Relief Fund

Frequently Asked Questions for Funding distributed to County Governments per S.L. 2020-4

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Questions	Response
<p>What triggers the advertising of compensation for the Federal Funding Accountability and Transparency Act (FFATA) and how is advertising defined?</p>	<p>If counties received 80 percent or more of your annual gross revenues AND \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements then the public must have access to information about the compensation of the senior executives of the county. To meet the FFATA requirements, periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1). If reports are not filed by the county, then the county must advertise the information. Advertising includes an online listing of the names and salary of the senior executives. The online list must be available to the public for free and the salary information is updated at least annually. The UNC School of Government Salary Survey is an aggregate of salaries by position type and, thus, does not meet the requirements of FFATA."</p>
<p>Do we have to comply with the Uniform Guidance?</p>	<p>Since the US Treasury has not provided any guidance as far as waiving any requirements, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) promulgated by the United States Office of Management and Budget must be followed as of this time.</p>
<p>How are CRF and FEMA funds related and which should be used first?</p>	<p>OSBM advises counties to expend CRF funds first and before seeking FEMA reimbursement for expenses that are eligible under both funding sources. CRF should be expenses first since there is no matching requirement and since these funds have a short usage period, March 1 to December 30, 2020.</p> <p>Since expenses incurred prior to March 1, 2020 are not eligible for CRF funding, local governments should consider seeking reimbursement from FEMA for eligible expenses incurred between 1/20/2020 and March 1, 2020 (the FEMA incident period for the COVID-19 event began on 1/20/2020).</p>

North Carolina Coronavirus Relief Fund

Frequently Asked Questions for Funding distributed to County Governments per S.L. 2020-4

Note that this information is provided as a reference and is current as of May 15, 2020. In the event of a conflict between this document and state law, federal law, or US Treasury guidance, the state and federal laws and guidance supersede this document.

Questions	Response
<p>Will receiving CRF funds impact or limit the amount of FEMA Category B reimbursement that counties (and other potential sub-subrecipients) are eligible for?</p>	<p>Unlike CRF funding, which was appropriated in specific total dollar amounts, the total dollar amounts of FEMA Category B reimbursement that an applicant may receive is not capped at an overall dollar amount. If a local government exhausts its CRF funds and still has COVID-19 expenses that are eligible for FEMA Category B reimbursement, it may still apply to FEMA for reimbursement of those funds.</p> <p>It is important to avoid duplication of benefits. Expenses paid for with CRF funds cannot also be reimbursed by FEMA, and vice versa. Counties (and other potential sub-subrecipients) should carefully track both their COVID-19 expenses along with all sources of federal funds used to pay for those expenses to avoid duplication of benefits and to be prepared to document no duplication of benefits if requested by NC PRO or any federal funder.</p>
<p>Can the county use a portion of its distribution to set up a county-administered grant program, including programs to non-profits that funding to non-profits that serve homeless, hungry, mental health or other impacted groups?</p>	<p>Yes, the county can set up and administer a grant program as long as the grants are directly related to remediating or responding to COVID-19. Counties must provide oversight and monitoring of their subrecipients and are subject to the sanctions of S.L. 2020-4 if their sub-subrecipients misuse CRF funds.</p>
<p>If a county shares a portion of its allocation with a city, who is accountable for the funds?</p>	<p>Counties are responsible for a grantee's use of funds and must provide oversight and monitoring of their CRF subrecipients. Counties are subject to the sanctions of S.L. 2020-4 if sub-subrecipients misuse CRF funds.</p>
<p>Is there a methodology or formula for counties to use in sharing a portion of their allocation with municipalities?</p>	<p>We are not issuing guidance on county allocations to cities because circumstances are so varied across the state. Counties may choose to allocate or not and, if so, may choose their own allocation methods in sharing CRF funds with cities.</p>
<p>What happens to the interest that is earned on CRF monies that are advanced to the county?</p>	<p>Interest or other proceeds earned on CRF funds can only be used as prescribed in the US Treasury Guidance.</p>

North Carolina Coronavirus Relief Fund
Frequently Asked Questions for Funding distributed to County Governments per S.L. 2020-4

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Questions	Response
When can CRF funds be used to cover payroll expenses of employees on leave?	<p>In order for a county to use CRF money to pay for leave, the leave must comply with the leave required in the Family First Coronavirus Relief Act. If the county cannot ensure that the leave was taken for reasons outlined in FFCRA, then CRF money cannot be used for leave (such as leave taken because an employee cannot work from home). Regardless of what your government calls the leave - bonus leave, emergency leave, etc. - the leave is reimbursable if used for FFCRA leave.</p> <p>OSBM suggests structuring leave under the FFCRA leave types and making sure that employees properly recording time. Budget amendments and changes to your government's budget do not affect the ability to reimburse these expenses.</p>
Can CRF be used for hazard pay and how should hazard pay be determined?	<p>Hazard or incentive pay is an allowable expense if the employee is substantially dedicated to mitigating or responding to COVID-19, or public health employees or public safety employees. The local government must determine the rate of hazard pay to be provided and that should be set forth in a County policy. Hazard or incentive pay can be a one-time bonus, a percentage of base pay, or compensatory leave; it is up to the local government. General bonuses to all employees not for hazard pay is not a COVID-19 expense and, thus, not an allowable CRF expense.</p>
Can payroll expenses, which are already budgeted, be funded by CRF funds?	<p>CRF money can be used for payroll expenses for all public health and public safety employees, such as Health Department managers, EMS, law enforcement, etc. Further, the payroll expenses of employees that have been redirected or reassigned and are "substantially dedicated" to mitigating or responding to COVID-19, payroll cost are allowable expenses. Per US Treasury guidance, these are eligible CRF expenses even though the previously approved budget includes funds for these employees to perform their regular duties because they are working on Covid-19 mitigation or response.</p> <p>CRF funds can also be used for payroll expenses of staff hired to meet COVID-19 response needs (such as additional EMS, contact tracers, grant monitors, etc.)</p>

North Carolina Coronavirus Relief Fund

Frequently Asked Questions for Funding distributed to County Governments per S.L. 2020-4

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Questions	Response
<p>What constitutes "substantially dedicated" for payroll expenses of which employees can be funded with CRF funds?</p>	<p>Based on the US Treasury Guidance published on May 4, 2020, all county or municipality public safety and public health employees are presumed to be "substantially dedicated" to mitigating or responding to the Covid-19 public health emergency; this designation is not based on a percentage of time dedicated to COVID-19 activities. All payroll costs including salary, benefits, and hazard pay related to these employee are allowable.</p> <p>Other employees (essential, nonessential, administrative, etc...) must meet the Treasury guidance on "substantially different use" for payroll expenses of these employees to be an eligible CRF expense. This guidance states that "costs of personnel that were budgeted in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions" may be funded with CRF fund. Examples include the costs of redeployed educational support staff to develop online learning that is not part of the staff's ordinary responsibilities or library staff delivering meal to senior citizen and at-risk individuals.</p>
<p>Must counties keep time sheets or other accounting of the time that an employee spends on COVID-19 related work to document that the employee is "substantially dedicated"?</p>	<p>For employees not considered to be Public Health or Public Safety employees, you must meet the time and effort requirements as stated in 2 CFR 200.430 since the US Treasury has not waived any of these requirements.</p>
<p>Please explain payroll costs.</p>	<p>Payroll cost include salaries and benefits, hazard pay and overtime cost.</p>
<p>Because of the short time period to develop the plan, can it be modified after June 1?</p>	<p>Yes, the plan can be modified.</p>
<p>Can plans be modified and will NC PRO approve the plan and amendments? If the county spends CRF funds in a manner different than identify in the approved plan, is it a violation and subject to HB1043 sanctions even if the expenses are eligible?</p>	<p>Plans can be modified. NC PRO will approve the plan and amendments to the plan as needed. If the expenses are eligible, then there will be no sanctions.</p>
<p>What about park reservation refunds given to customers due to park shutdowns?</p>	<p>Refunds provided to customers would be consider an unallowable expense since it would be revenue replacement.</p>

North Carolina Coronavirus Relief Fund
Frequently Asked Questions for Funding distributed to County Governments per S.L. 2020-4

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Questions	Response
When can counties expect to receive their funds and will funds be released on a reimbursement basis?	OSBM is working diligently with the Office of the State Controller to certify and start issuing funds. Once this occurs and the counties submits the appropriate paperwork (application and substitute W-9), funds will be released. OSBM will release 100% of the allocation upfront, not on a reimbursement basis.
Are these dollars considered State funds or federal funds and are there any special accounting requirements?	These are fund federal and should be account for in the same manner as other federal funds.
Can any of these funds be used for school expenses including equipment to help accomplish completing assignments during the stay at home order?	Fund may be used for certain school expenses. However, school systems are receiving other pots of money from the CARES Act so it may not be prudent to use CRF monies for schools. See US Treasury Guidance and FAQs at: https://home.treasury.gov/policy-issues/cares/state-and-local-governments
Can counties use CRF for business grants and if so, are there criteria around such grant programs?	Business grants are allowable. A program should assist businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance.
What types of expenses are allowable?	There are two criteria to assess to determine if an expense is allowed: (1) Is the expense a necessary expenditure incurred between March 1 and December 30, 2020 and (2) is the expense related to COVID-19. If both of these criteria are met, and the expense was not included in your most recently authorized budget, it is an allowable CRF expense. For example, costs of renovations to create a 6' separation or a physical barrier between employee and customer; technology to enable mandated services while complying with safety precautions; warehouse and temporary space needs would all be considered allowable expenses, assuming they occurred after March 1, 2020, because they are directly related to COVID-19 remediation, response or recovery.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: June 1, 2020	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Sampson Community College Board of Trustees

The term of Sandra Carroll expires on June 30, 2020. She is eligible for reappointment.

Social Services Advisory Board

DSS Advisory Committee member, Mr. Andrew Johnson, III's second term will end June 30, 2020. Also, member David Richert recently filled the remainder of Mr. Robert Werner's first term, and that term will end June 30, 2020 as well. DSS is requesting appointment of a replacement for Mr. Johnson and the reappointment of Mr. Richert.

Economic Development Advisory Board

The Economic Development Advisory Board has recommended the following appointments and terms:

- Amber Cava (2020-2023)
- Robby James (2020-2023)
- Jeff Nethercutt (2020-2023)
- Tim Butler (2020-2022)
- Dewayne West (2020-2022)
- Pat Nobles (2020-2022)
- Hugh Carr (2020-2021)
- Richard Chancy (2020-2021)



SAMPSON COMMUNITY COLLEGE

P.O. Box 318
Clinton, NC 28329

p 910.592.8081
f 910.592.8048
www.sampsoncc.edu

May 4, 2020

Mr. Ed Causey, County Manager
Sampson County Board of Commissioners
435 Rowan Road
Clinton, NC 28328

Dear Ed:

As a courtesy to your office and the Sampson County Board of Commissioners, on behalf of the College's Board of Trustees, I am advising you that the term of trustee Sandra Carroll will expire on June 30, 2020.

Appointments to the Board are required to conform to the requirements of the State Government Ethics Act and must submit a Statement of Economic Interest for approval by the State Ethics Commission prior to assuming the duties of a trustee (Ms. Carroll, if reappointed, has already completed this task).

Thank you for your continuing support of Sampson Community College and recognizing the important role of the College's Board of Trustees. We would appreciate your notifying the College of your appointment at your earliest convenience.

If you need additional information, please contact Ms. Frankie Sutter (910-900-4043, fsutter@sampsoncc.edu) or my office.

Sincerely,

William J. Starling
President

pc: Mrs. Erika Starling, Chair
SCC Board of Trustees

Ms. Sandra Carroll

SAMPSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
CLINTON, NORTH CAROLINA 28328

The seal of Sampson County, North Carolina, is circular and green. It features a central figure holding a scale and a sword, surrounded by the text "SAMPSON COUNTY N.C." and "EST. 1784".

360 COUNTY COMPLEX ROAD
SUITE 100

Director
Sarah W. Bradshaw

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

MEMO

TO: Susan Holder

FROM: Sarah W. Bradshaw

DATE: May 20, 2020

SUBJECT: DSS Advisory Committee Member Appointment

Please be advised our DSS Advisory Committee member, Mr. Andrew Johnson, III's second term will end June 30, 2020. Mr. David Richert, filled the remainder of Mr. Robert Werner's first term and that term will end June 30, 2020 as well. We would like to request a BOC agenda item for the June 2020 meeting, to include appointment of a new Advisory Committee member and reappointment. We respect and honor the guidance and consideration of the BOC. Thank you and have a great day!

SWB: kc



Perfectly Positioned.

ADVISORY BOARD MEMBER RECOMMENDATIONS
May 6, 2020

Recommendation 1: INCOMING Board Members

Term 2020-2023

Amber Cava
VP of Strategy & Business Development
Sampson Regional Medical Center

Robby James
President
James Trading Company

Jeff Nethercutt
Executive VP & General Manager
Star Communications

Recommendation 2: EXISTING Board Members

Term through 2022

Tim Butler
President
Butler & Son Funeral Home, Inc.

Dewayne West
Consultant

Pat Nobles
Market President
Truist

Term through 2021

Hugh Carr
President
H.N. Carr, Inc.

Richard Chancy
Partner
Millstream Farming, LLC

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: June 1, 2020	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the May 4, 2020; May 6, 2020; May 7, 2020; and May 20, 2020 meetings
- b. Adopt the resolution authorizing the County Manager to execute fire protection, emergency medical and rescue services contracts with Jordan’s Chapel Fire Department, Inc., Piney Grove Volunteer Fire Department, Inc., Smith Chapel Volunteer Fire Department, Inc., The Town of Roseboro, Turkey Volunteer Fire Department, Inc., Autryville Fire Department, Inc., The City of Clinton, Garland Volunteer Fire & Rescue Department, Inc., Halls Fire and Rescue Department, Inc., Harrells Volunteer Fire Department, Inc., Newton Grove Fire & Rescue, Plain View Volunteer Fire Department, Inc., Salemburg Volunteer Fire Dept., Inc., Spivey’s Corner Volunteer Fire Department, Inc., Taylors Bridge Fire Department, Clement Fire Department, Inc., Faison Fire and Rescue, Inc., Godwin-Falcon Fire Department, Inc., Herring Volunteer Fire & Rescue, Inc., Vann Crossroads Fire Department, Inc.
- c. Adopt the resolution permitting EMS services in Goshen Fire Protection Service District
- d. Authorize Sampson Area Transportation’s submission of an application for FY20 Cares Act Grant funding in the amount of \$229,766
- e. Accept and review the application to be submitted by Action Pathways, Inc. for FY20 Cares Act Grant funding
- f. Accept and review the application to be submitted by Action Pathways, Inc. for Relief NC Grant funding
- g. Approve the Conflict of Interest and Confidentiality Policy for the Sampson County Economic Development Commission Advisory Board
- h. Adopt the resolution accepting State Reserve Loan Funds (\$906,160) and State Reserve Grant Funds (\$906,160) for the I40-403 Interchange Production Well project
- i. Adopt the resolution accepting State Revolving Fund Loan (\$883,000) for the Faison Highway Well Treatment project

- j. Approve the Juvenile Crime Prevention Council Certification/ Administration budget allocation as recommended
- k. Authorize waiver of late list penalties for business personal property listings for Prestage Ag Energy, Gilmore Law Firm and Timothy Cates CPA, PA
- l. Approve tax refunds and releases as submitted
- m. Approve budget amendments as submitted

Consent Agenda Items - Board of Health

- n. Adopt new fees as recommended by the Health Advisory Board for COVID-19 testing
- o. Approve amendment budgeting supplemental WIC funds (June 1, 2020 - September 30, 2020). Portion (\$2,162) to be budgeted for FY 19-20, the remainder (\$46,465) to be budgeted in FY 20-21 to purchase desktop computers, cover contract nutritionist and additional time for virtual breast feeding promotion and support sessions
- p. Authorize submission of an application for Fill the Gap Response Grant funding to serve underserved populations disproportionately impacted by COVID-10
- q. Write off as uncollectible accounts totaling \$200.09

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, May 4, 2020. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the Board met virtually via Zoom, and the meeting was broadcast via Facebook Live, proper notice of the virtual environment and broadcast information having been duly posted. Members present via virtual means, as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett Harry Parker and Thaddeus Godwin.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Lee who then called upon Justin Lee for the invocation. Commissioner Kivett then led the Pledge.

Approval of Agenda

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

Item 1: Planning and Zoning Items

R20-000001 (public hearing): Request to Rezone Approximately 2 Acres Located on Goshen Church Road from HCO-Highway Corridor to RA-Residential Agriculture The Chairman opened the public hearing and acknowledged Senior Planner Anita Lane who reviewed the request to rezone approximately 2.00 acres located on Goshen Church Road, Faison, North Carolina, from HCO-Highway Corridor to RA-Residential Agriculture. The Chairman opened the floor for public comment and called upon Assistant County Manager Susan Holder to read loud any comments received via mail, email, or Facebook Live stream. Ms. Holder noted that none were received. The Chairman closed the hearing. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve rezoning request R20-000001, accepting the findings of fact and adopting the following zoning consistency statement: Whereas, in accordance with the provisions of North Carolina General Statue 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment R20-000001 is 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 property is located at the end of a dead end street and is in close proximity of other residential homes. (Votes confirmed by Clerk's roll call.)

Approval of Preliminary Subdivision Plat for Taylor's Creek Subdivision - Phase I The Chairman opened the public hearing and acknowledged Senior Planner Anita Lane who reviewed the request for approval of the preliminary plat submitted for the 59-lot Taylor's Creek Subdivision-Phase 1. Upon a motion made by Commissioner Godwin and seconded by Commissioner Parker, the Board voted unanimously to approve the preliminary plat with contingencies set forth by the Planning Board. (Votes confirmed by Clerk's roll call.)

Item 2: Public Hearings

Public Hearing Regarding Proposed Abolition of Existing Fire Service Districts The Chairman opened the public hearing and acknowledged Assistant County Manager Susan Holder to read aloud public comments. Ms. Holder noted that none had been received by mail or email. The Chairman requested that the Board recess the hearing to provide more time for receipt of public comments on the item, with the caveat that comments be received no later than May 6, 2020, at 6 p.m. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to recess the public hearing to May 6, 2020, at 6 p.m., such meeting accessible via Zoom and broadcast viewed via Facebook Live. (Votes confirmed by Clerk's roll call.) Ms. Holder provided the public with instructions for providing public comments via mail or email.

Public Hearing Regarding Proposed Creation of County Fire Service Districts The Chairman opened the public hearing and acknowledged the Assistant County Manager to read aloud public comments. Ms. Holder noted that none had been received by mail or email. The Chairman requested that the Board recess the hearing to provide more time for receipt of public comments on the item, with the caveat that comments be received no later than May 6, 2020, at 6 p.m. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to recess the public hearing to May 6, 2020, at 6 p.m., such meeting accessible via Zoom and broadcast viewed via Facebook Live. (Votes confirmed by Clerk's roll call.) Ms. Holder provided the public with instructions for providing public comments via mail or email.

Item 3: Action Item

Award of Bid for Johnston County Interconnect Phase I (Water Main, Master Meter, Generator and Booster Pump Installation) Public Works Director Lin Reynolds presented the bid to the Board, noting that the bid was \$339,485, approximately \$244,000 less than the budgeted amount. He informed the Board that the Dewberry engineering firm recommended that Sampson County award the contract for the Johnson County Interconnection - Phase 1 to Jones Smith Contractors, the apparent low, responsible, responsive bidder on the basis of the base bid and the adopt the

associated resolution. Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to adopt the enclosed resolution awarding the bid, contingent upon subsequent approval by the funding agency, the NC Division of Water Infrastructure. (Copy filed in Inc. Minute Book ____ Page ____.)

Item 4: Consent Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve the Consent Agenda as presented:

- a. Approved the minutes of the April 6, 2020 meeting
- b. Adopted the Third Amended Supplemental Personnel Resolution Implementing the Families First Coronavirus Response Act (Copy filed in Inc. Minute Book ____ Page ____.)
- c. Approved the contract to audit accounts between Sampson County and W. Greene PLLC, for the fiscal year ending June 30, 2020 (Copy filed in Inc. Minute Book ____ Page ____.)
- d. Authorized execution of Memorandum of Agreement between Sampson and Carteret County regarding backup 911 center (Copy filed in Inc. Minute Book ____ Page ____.)
- e. Approved the renewal of the lease between Sampson County (Health Department) and NCDHHS/Children’s Developmental Services Agency for 168 square feet of space at 360 County Complex Road for one year, with two 1-year renewal options (Copy filed in Inc. Minute Book ____ Page ____.)
- f. Approved the revised bylaws for the Sampson County Economic Development Commission Advisory Board (Copy filed in Inc. Minute Book ____ Page ____.)
- g. Accepted the NC AgVentures grant funding and authorize execution of the associated grant agreement (Copy filed in Inc. Minute Book ____ Page ____.)
- h. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554510	544020	Contract Services Transportation	\$65,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535450	403304	Title XIX Transportation	\$65,000.00	

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
111410300	599900	Disaster Relief	\$50,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11033010	402605	Federal FEMA Funds	\$50,000.00	

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		Health – Salary Control/Allocation		
12551010	512100	Salaries		\$39,459.00
12551010	518100	FICA		\$2,447.00
12551010	518120	MEDICARE FICA		\$573.00
12551010	518200	Retirement		\$2,984.00
12551010	518300	Group Insurance		\$9,288.00
12551010	518400	Dental Insurance		\$350.00
12551010	518901	401K		\$2,960.00
12551020	512100	Salaries	\$39,459.00	
12551020	218100	FICA	\$2,447.00	
12551020	518120	MEDICARE FICA	\$573.00	
12551020	518200	Retirement	\$2,984.00	
12551020	518300	Group Insurance	\$9,288.00	
12551020	518400	Dental Insurance	\$350.00	
12551020	518901	401K	\$2,960.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		PHPR		
12551920	512100	Salaries	\$39,459.00	
12551920	518100	FICA	\$2,447.00	
12551920	518120	MEDICARE FICA	\$573.00	
12551920	518200	Retirement	\$2,984.00	
12551920	518300	Group Insurance	\$9,288.00	
12551920	518400	Dental Insurance	\$350.00	
12551920	518901	401K	\$2,960.00	
12551920	526200	Department Supplies	\$5,000.00	
12551920	523900	Medical Supplies	\$5,000.00	
12551920	519300	Medical Services	\$4,000.00	
12551920	529702	Lab Services	\$8,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535192	404000	State Assistance	\$80,061.00	

<u>EXPENDITURE</u>		Animal Shelter		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800	526200	Departmental Supplies	\$1,025.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034380	408401	Donations	\$1,025.00	
<u>EXPENDITURE</u>		Veterans Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11558200	526200	Dept. Supplies/Equip.	\$2,182.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035820	403615	Veterans Grant	\$2,182.00	
<u>EXPENDITURE</u>		Cooperative Extension		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449500	526200	Departmental Supplies	\$6,475.00	
11449500	529900	Misc Expenses	\$1,900.00	
11449500	541000	Rental Fees Buildings	\$850.00	
04449560	526200	Departmental Supplies		\$3,000.000
04449560	537000	Advertising		\$500.00
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034950	408900	Misc. Revenue Coop Extension	\$9,225.00	
04034956	404010	Revenue Lagoon Management		\$3,500.00

County Manager's Report

County Manager Ed Causey informed the Board that the FY 2020-21 budget would be presented at the June 1, 2020 commissioners meeting and that required public hearing regarding the budget should be scheduled prior to the June 1 meeting to allow for posting of required ads. The Board agreed to conduct the hearing on Thursday, June 11, 2020, at 6 p.m. Mr. Causey then acknowledged the great cooperation and synergetic efforts of partnering agencies, employees, and the entire citizenry. Assistant County Manager Susan Holder noted that there were 96 total cases to date, and unfortunately the county confirmed the first COVID-19 related death.

Public Comments

The floor was opened for public comment. Mrs. Holder noted that there were no comments received via mail, email, or Facebook Live. Mrs. Holder provided information for submitting public comments for the May 6, 2020 meeting.

Recess to Reconvene

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene on May 6, 2020, at 6 p.m.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 6:00 p.m. on Wednesday, May 6, 2020. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the Board met virtually via Zoom, and the meeting was broadcast via Facebook Live, proper notice of the virtual environment and broadcast information having been duly posted. Members present via virtual means, as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett Harry Parker and Thaddeus Godwin.

Chairman Wooten reconvened the meeting and acknowledged Vice Chairperson Lee who led an invocation and Pledge of Allegiance. Vice Chairperson Lee then led the Pledge.

Item 1: Public Hearings Recessed from May 4, 2020

Public Hearing Regarding Proposed Abolition of Existing Fire Service Districts The Chairman reconvened the public hearing and asked the Clerk to report any public comments received since the May 4, 2020 meeting. Assistant County Manager/Clerk to the Board Susan Holder reported one comment from a Mr. Carl Strickland who requested the Board put off actions until next year. County Attorney Joel Starling reported that earlier in response to the initial mailing to property owners regarding the matter in March, the County had received a number of calls which were primarily requests for additional information about the process or questions regarding what district the citizen would reside in/receive fire protection from. The Chairman then closed the public hearing and explained that recent legislation required that actions following the closure of a public hearing held during a remote/virtual meeting be deferred for 24 hours. He and the County Attorney noted that the Board would recess at the conclusion of the meeting, to reconvene again virtually on May 7th at 7 pm, with written comments accepted via email to the Clerk by 6:30 pm on May 7th.

Public Hearing Regarding Proposed Creation of County Fire Service Districts The Chairman reconvened the public hearing and asked the Clerk to report any public comments received since the May 4, 2020 meeting. Assistant County Manager/Clerk to the Board Susan Holder reported one comment from a Mr. Carl Strickland who requested the Board put off actions until next year. The County Attorney reiterated the information shared in the first hearing regarding the general calls received by the County offices for additional information. The Chairman then closed the public hearing. He and the County Attorney noted that the Board would

recess at the conclusion of the meeting, to reconvene again virtually on May 7th at 7 pm, with written comments accepted via email to the Clerk by 5 pm on May 7th.

Item 2: Planning and Zoning Items

R20-000001: Request to Rezone 2 Acres On I-40 Located on Goshen Church Road The Chairman reviewed the item previously considered by the Board on May 4, noting the new legislation requiring that actions following the closure of a public hearing held during a remote/virtual meeting be deferred for 24 hours. He asked the County Attorney and Assistant County Manager if any additional comments had been received, and they reported no additional comments. On a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve rezoning request R20-000001, accepting the findings of fact and adopting the following zoning consistency statement: Whereas, in accordance with the provisions of North Carolina General Statue 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment R20-000001 is 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 property is located at the end of a dead end street and is in close proximity of other residential homes. (Such votes confirmed by the Clerk’s roll call).

Item 3: Adoption of Proclamation - National Day of Prayer

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to adopt a resolution proclaiming May 7th as a Day of Prayer in Sampson County. (Such votes confirmed by the Clerk’s roll call.) (Resolution filed in Inc. Minute Book _____, Page _____.)

Recess to Reconvene

The Assistant County Manager reviewed the contact information for the recessed meeting and noted that additional comments would be accepted until 6:30 pm on May 7 via email at susanh@sampsonnc.com. Upon a motion made by Chairman Wooten and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene on May 7, 2020 at 7 pm, the meeting to be held again virtually via Zoom and to be broadcast via Facebook Live. (Such votes confirmed by Clerk’s roll call.)

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 7:00 p.m. on Thursday, May 7, 2020. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the Board met virtually via Zoom, and the meeting was broadcast via Facebook Live, proper notice of the virtual environment and broadcast information having been duly posted. Members present via virtual means, as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett Harry Parker and Thaddeus Godwin.

Chairman Wooten reconvened the meeting and acknowledged Commissioner Parker who led an invocation and Vice Chairperson Lee, who introduced her grandson Jackson Lee and his friend Gavin Grant to lead the Pledge of Allegiance.

Item 1: Fire District Actions

Chairman Wooten acknowledged that the Board had duly held and closed two public hearings regarding the abolition of the County's existing service districts and the creation of twenty (20) county fire service districts. He called upon Assistant County Manager/Clerk to the Board Susan Holder to read the public comments that had been received since the closure of the public hearings. She provided the following:

James C. (Cory) Alderman: Members of the Sampson County Board of Commissioners, as a resident of Sampson County for forty two years and a public servant serving the citizens of Sampson County for over 22 years as a volunteer of Clinton-Sampson Rescue & EMS and part-time paid with Sampson County EMS, I totally understand the value of providing prompt fire/rescue and ems services to the citizens, property owners of Sampson County. I honestly don't know how many people understand the huge benefit of establishing "new" fire service districts with-in our county, but I know all will realize and appreciate the benefit of being on a level playing field tax wise! With that being said, being a property owner in the City of Clinton and having a shared family interest of our farming operations in the Boykin Bridge Road/Big Piney Grove area, I respectfully ask that the "new" fire protection service districts for Sampson County be passed! With the establishment of these "new" fire districts, more particularly for the previously uncovered areas around Boykin Bridge Road/Big Piney Grove and McDaniel's Crossroads area, this would allow previously uncovered areas that have sat outside of a covered fire districts for years to be now finally be covered, resulting in the substantial benefit of lower property insurance rates for these property owners and now giving them more options at insurance coverage along with the greatest factor of overall quicker

response times by fire/rescue/ems services in all situations and a sense of public safety never witnessed by these property owners and citizens under the “old” fire districts. Over the years witnessing from a personal prospective the time it took for “outside” fire/rescue departments to make it into “uncovered” areas was unsettling when you were watching a fire consume their property or a wreck victim suffer due to time and proper equipment to arrive to support the rescue effort! I personally want better for my family, our families’ interest and my children! Passing of the “new” fire districts will provide benefits to us now and certainly into the future! I behoove you to highly consider establishing and passing with a vote of confidence the “new” Sampson County Fire Protection Service Districts to advance the public safety factor that we all want for our children, ourselves and our property with-in Sampson County!

Blair Alderman: I think that this move is very important for Sampson County to lower the insurance rates for the citizens who are not in a current fire district. Also I feel this would help with response time by not having to search for a department to cover an area that's not in a district. For example several times over the years Clinton, Roseboro, Taylor's Bridge and Garland all respond to the same call, when really they only needed Taylor's Bridge and if needed Roseboro or Garland could be called for mutual aid. I request that a motion is made to push this agenda forward to have Sampson County redistricted.

Vice Chairperson Lee reported a call from Ronnie Alderman, father of the persons from whom the other comments had been received. She stated that he had been very positive and urged the commissioners to consider adopting the new districting plan. He had shared his concern over the high insurance rates he had been paying because he was not in a fire service district. She also reported that Jeff Shipp, representing Star Telephone had called. He reported that Star had had a board meeting the previous night and asked the Board to please adopt the plan.

County Attorney Joel Starling reported a conversation with Lee Wilson, Chief of the Newton Grove Fire Department, who stated that the district boundaries should not split parcels of land and expressed concern about that and a desire that the maps be reworked so that boundaries lines did not cross through parcels.

Commissioner Parker asked that the County Attorney to explain the situation to those listening via Facebook. Mr. Starling explained that the Board had three resolutions for consideration: one resolution that abolished the County’s existing service districts, one that established twenty fire protection service districts, and one that permitted emergency medical, rescue and/or ambulance services in those fire protection service districts. Mr. Starling explained the rationale for the establishment of new service districts.

The Chairman then introduced each item for action, and the following actions were taken:

Vice Chairperson Lee moved to adopt the resolution abolishing the existing fire protection service districts finding that there is no longer a need for the service districts and that there are no outstanding bonds or notes issued to finance projects in any of the existing fire protection service districts. Commissioner Parker seconded the motion, and it passed unanimously. (Votes confirmed by Clerk's roll call.)

The Chairman recognized the County Attorney who called the Board's attention to the reports for each of the proposed districts providing the population, population density, total appraised value of property, any present tax rates in the district and the ability of the district to sustain the additional taxes necessary to provide the services. He stated that the Board would need to make four findings:

1. There is a demonstrable need for providing in each of the proposed service districts fire protection services, which is one of the services listed in N.C. Gen. Stat. § 153A-301;
2. It is impossible or impracticable to provide fire protection services on a countywide basis;
3. It is economically feasible to provide the proposed fire protection services in each of the proposed service districts without unreasonable or burdensome annual tax levies; and
4. There is a demonstrable demand for the proposed fire protection services by persons residing in each of the proposed service districts.

Vice Chairperson Lee moved to adopt the resolution establishing the proposed fire protection service districts, accepting the stated findings of fact above written. Commissioner Godwin seconded the motion, and it passed unanimously. (Votes confirmed by Clerk's roll call.)

The Chairman recognized the County Attorney who noted that the levy of taxes for EMS services would only be for those departments listed in the resolution that were providing rescue or fire medic services.

Vice Chairperson Lee moved to adopt the resolution permitting EMS services in fire protection service districts. Commissioner Kivett seconded the motion, and it passed unanimously. (Votes confirmed by Clerk's roll call.)

Adjournment

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adjourn. (Such votes confirmed by Clerk's roll call.)

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a special called meeting at 6:00 p.m. on Wednesday, May 20, 2020. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the Board met virtually via Zoom, and the meeting was broadcast via Facebook Live, proper notice of the virtual environment and broadcast information having been duly posted. Members present via virtual means, as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett Harry Parker and Thaddeus Godwin.

Chairman Wooten convened the meeting and acknowledged Commissioner Godwin who led an invocation and Vice Chairperson Lee, who led the Pledge of Allegiance.

Item 1: Consideration of Resolution Regarding the Economic Impact of the Governor's Current Statewide COVID-19 Executive Order on Local Business

Chairman Wooten requested that County Attorney Joel Starling read into the record the proposed resolution (attached hereto). Chairman Wooten then recognized Commissioner Kivett who discussed the consequences of the COVID pandemic on businesses. Upon a motion made by Commissioner Kivett and seconded by Commissioner Lee, the Board voted unanimously to adopt the resolution. (Votes confirmed by Clerk's roll call.) (Copy of resolution filed in Inc. Minute Book _____, page _____.)

Item 2: Consideration of Adoption of Resolution Honoring Ester James King

Chairman Wooten requested Assistant County Manager/Clerk to the Board Susan Holder read the proposed resolution (attached hereto). Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt the resolution. (Votes confirmed by Clerk's roll call.) (Copy of resolution filed in Inc. Minute Book _____, page _____.)

Adjournment

Upon a motion made by Commissioner Parker and seconded by Commissioner Godwin, the Board voted unanimously to adjourn. (Such votes confirmed by Clerk's roll call.)

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE of the COUNTY ATTORNEY

MEMORANDUM

TO: Susan Holder
FROM: Joel Starling
DATE: May 21, 2020
RE: Fire, Emergency Medical & Rescue Services Contracts

Earlier this year, the Board of Commissioners instructed Staff to give notice of termination of the County's existing fire protection, rescue, and fire medic contracts, all of which will expire at the end of the County's current fiscal year on June 30, 2020. After months of negotiations with the 20 municipalities and volunteer fire departments that provide fire protection, fire medic, and fire rescue services to the residents of Sampson County, Staff are requesting that the Board approve the enclosed Resolution, which authorizes the County manager to execute contracts substantially similar to those included with the Resolution.

Materials:

1. Resolution Authorizing County Manager to Execute Fire Protection, Emergency Medical and/or Rescue Contracts.
2. Fire Protection Contracts with (a) Jordans Chapel Fire Department, Inc., (b) Piney Grove Volunteer Fire Department, Inc., of Sampson County, (c) Smith Chapel Volunteer Fire Department, Inc., (d) The Town of Roseboro, and (e) Turkey Volunteer Fire Department, Inc.
3. Fire Protection & Rescue Contracts with (a) Autryville Area Fire Department, Inc., (b) The City of Clinton, (c) Garland Volunteer Fire & Rescue Department, Inc., (d) Halls Fire & Rescue Department, Inc., (e) Harrells Volunteer Fire Department, Inc., (f) Newton Grove Fire & Rescue, (g) Plain View Volunteer Fire Department, Inc., (h) Salemburg Volunteer Fire Dept., Inc., (i) Spivey's Corner Volunteer Fire Department, Inc., and (j) Taylors Bridge Fire Department.
4. Fire Protection, Emergency Medical & Rescue Contracts with (a) Clement Volunteer Fire Department, Inc., (b) Faison Fire and Rescue, Inc., (c) Godwin-Falcon Fire Department, Inc., (d) Herring Volunteer Fire & Rescue, Inc., and (e) Vann Crossroads Fire Department, Inc.

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and/or cities or other units of local government and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical, rescue, and/or ambulance services and to levy property taxes for such purposes; and

WHEREAS, the Sampson County Board of Commissioners has defined twenty (20) fire protection service districts and has, by resolution, permitted certain of said service districts to provide emergency medical, rescue, and/or ambulance services; and

WHEREAS, the Sampson County Board of Commissioners wishes to contract with the entities set forth herein for the provision of fire protection and/or rescue and/or emergency medical services, as more particularly set forth herein below;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County Fire Protection Services Contracts substantially similar to the contacts attached to this Resolution with the following entities:

Jordans Chapel Fire Department, Inc.
Piney Grove Volunteer Fire Department, Inc., of Sampson County
Smith Chapel Volunteer Fire Department, Inc.
The Town of Roseboro
Turkey Volunteer Fire Department, Inc.

2. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County Fire Protection & Rescue Services Contracts substantially similar to the contacts attached to this Resolution with the following entities:

Autryville Area Fire Department, Inc.
The City of Clinton
Garland Volunteer Fire & Rescue Department, Inc.

Halls Fire & Rescue Department, Inc.
Harrells Volunteer Fire Department, Inc.
Newton Grove Fire & Rescue
Plain View Volunteer Fire Department, Inc.
Salemberg Volunteer Fire Dept., Inc.
Spivey`s Corner Volunteer Fire Department, Inc.
Taylors Bridge Fire Department

3. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County Fire Protection, Emergency Medical & Rescue Services Contracts substantially similar to the contacts attached to this Resolution with the following entities:

Clement Volunteer Fire Department, Inc.
Faison Fire and Rescue, Inc.
Godwin-Falcon Fire Department, Inc.
Herring Volunteer Fire & Rescue, Inc.
Vann Crossroads Fire Department, Inc.

ADOPTED, this the 1st day of June, 2020.

CLARK H. WOOTEN, Chair,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER, Clerk to the Sampson County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION SERVICES
CONTRACT**

THIS FIRE PROTECTION SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **JORDANS CHAPEL FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection services for and within the described Fire Service and Fire Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Jordans Chapel Fire Service District as well as a supplemental payment; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Jordans Chapel Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Jordans Chapel Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Jordans Chapel Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention services in the Fire Department’s Response District and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department’s approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department’s fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire Response District and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire Response District and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in

accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, or DOI standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, or DOI standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement,

then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department’s decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors’ next meeting.

11.4 Notwithstanding the Fire Department’s reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for “legal advice” or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention services in the Fire Department's Fire Response District, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor in fire protection within the Fire Department's Fire Response District.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all "finalist" candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. "Serious misdemeanor conviction(s)" shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but

has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member's county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither

the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:

Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
480 S. Jordans Chapel Road
Mt. Olive, NC 28365

With a copy to: Fire Chief
480 S. Jordans Chapel Road
Mt. Olive, NC 28365

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other

way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION SERVICES
CONTRACT**

THIS FIRE PROTECTION SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **PINEY GROVE VOLUNTEER FIRE DEPARTMENT, INC., OF SAMPSON COUNTY**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection services for and within the described Fire Service and Fire Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Piney Grove Fire Service District as well as a supplemental payment; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Piney Grove Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Piney Grove Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Piney Grove Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention services in the Fire Department’s Response District and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department’s approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department’s fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire Response District and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire Response District and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in

accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, or DOI standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, or DOI standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement,

then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department’s decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors’ next meeting.

11.4 Notwithstanding the Fire Department’s reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for “legal advice” or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention services in the Fire Department's Fire Response District, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor in fire protection within the Fire Department's Fire Response District.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all "finalist" candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. "Serious misdemeanor conviction(s)" shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but

has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member's county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither

the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:

Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
471 Goshen Church Road
Faison, NC 28341

With a copy to: Fire Chief
471 Goshen Church Road
Faison, NC 28341

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other

way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION SERVICES
CONTRACT**

THIS FIRE PROTECTION SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **SMITH CHAPEL VOLUNTEER FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection services for and within the described Fire Service and Fire Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Smith Chapel Fire Service District as well as a supplemental payment; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”). With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Smith Chapel Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Smith Chapel Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Smith Chapel Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention services in the Fire Department’s Response District and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department’s approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department’s fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire Response District and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire Response District and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in

accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, or DOI standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, or DOI standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement,

then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department’s decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors’ next meeting.

11.4 Notwithstanding the Fire Department’s reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for “legal advice” or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention services in the Fire Department's Fire Response District, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor in fire protection within the Fire Department's Fire Response District.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all "finalist" candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. "Serious misdemeanor conviction(s)" shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but

has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member's county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither

the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:

Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
1246 Old Harvey Sutton Road
Mt. Olive, NC 28365

With a copy to: Fire Chief
1246 Old Harvey Sutton Road
Mt. Olive, NC 28365

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other

way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION SERVICES
CONTRACT**

THIS FIRE PROTECTION SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **THE TOWN OF ROSEBORO**, a body corporate and politic and a political subdivision of the State of North Carolina (the “Town”). The County and the Town may be referred to herein at times individually as a “party” and collectively as the “parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more cities or other units of local government and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, the Town agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Town operates a municipal fire department (the “Town Fire Department”) pursuant to Article 14 of Chapter 160A of the General Statutes of North Carolina and is authorized to furnish fire protection services and other services authorized by the Town; and

WHEREAS, the Fire Insurance and Fire Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Town has secured equipment, land, and buildings for the operation of fire station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection services in Sampson County; and

WHEREAS, the County and Town desire to enter into this Agreement for the Town Fire Department to furnish fire protection services for and within the described Fire Service and Fire Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Town Fire Department with taxes levied, appropriated, and actually collected from the Coharie Fire Service District as well as a supplemental payment; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”). With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Coharie Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Coharie Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Town wishes to request an increase in the tax rate of the Coharie Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Town shall be used solely for fire protection and prevention services in the Fire Protection Response District and other areas of response outside the Town’s corporate limits to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Town on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Town in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Town Fire Department’s approved appropriations (other than the Excluded Revenue) shall be maintained in the Town Fire Department’s fund balance account and shall accrue interest. Provided that the Town Fire Department is in compliance with all provisions of this Agreement at the time, the Town will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Town Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Town the Town Fire Department’s entire fund balance at that time. In the event that the Town Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Town

will not be entitled to payment of the Town Fire Department's fund balance during that fiscal year, but the fund balance will continue to accrue and the total fund balance will be paid to the Town at the end of the next year that the town is in compliance.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Town Fire Department shall provide those fire protection and prevention services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Town Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Town Fire Department's Fire Service District and other areas of response outside the Town's corporate limits to which the Fire Department may be dispatched, including the Town's Fire Response District.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Town Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, and the North Carolina Department of Insurance ("DOI"), as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Town Fire Department shall provide the Required Services without charge to all persons and property located in the Town Fire Department's Fire Service District. With respect to hazardous material emergencies and intentionally caused fires outside the Town's jurisdiction, the Town Fire Department shall only charge the approved fee adopted by the Board of Commissioners. This provision shall not be interpreted to prevent the Town from assessing any false alarm or hazardous material emergency fees which it is legally entitled to assess within its jurisdiction.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Town as they pertain to the Town Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Town with seventy-two (72) hours advance notice of any such inspection. The Town agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Town and Town Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. INTENTIONALLY DELETED.

SECTION 7. INTENTIONALLY DELETED.

SECTION 8. FIRE DEPARTMENT’S USE OF FUNDS.

8.0. The Town shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Town within the approved total appropriations made available pursuant to this Agreement.

8.1. At least twice per year, the Town Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher.

8.2. Intentionally deleted.

8.3 The Town agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Town to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds received pursuant to this Agreement. “Security interest” shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Town at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Town. The Town shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Town agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Town and/or Town Fire Department have violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, or DOI standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Town written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Town and/or Town Fire Department have failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, or DOI standards or has otherwise operated in a manner that violates the any of the foregoing, then the County shall give the Town ninety (90) days advance written notice that the funds allocated

for the Town Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Town and/or Town Fire Department make improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Town and/or Town Fire Department are not relieved of their responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Town and/or Town Fire Department have failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Town Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. INTENTIONALLY DELETED.

SECTION 11. INTENTIONALLY DELETED.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of dissolution of the Town Fire Department or termination of this Agreement, all assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such dissolution or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention services in the Fire Department's Fire Service District, all required fire-fighting apparatus, equipment, and real property shall be transferred by the Town to its successor in fire protection within the Town Fire Department's Fire Service District.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Town shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall excess the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Town shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Town, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Town Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc. The Town and Town Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Town and Town Fire Department agree to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Town Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Town and Town Fire Department agree to comply with fire service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend

the Performance Standards, provided, however, that the Fire Commission must give the Town Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Town object to complying with a new Performance Standard, the Town may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 Intentionally deleted.

15.10 PRE-FIRE INCIDENT SURVEYS: The Town Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Town Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Town Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Town Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Town Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Town Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 Intentionally deleted.

15.15 Intentionally deleted.

15.16 Intentionally deleted.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Town Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Town shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Town and/or Town Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency as they may pertain.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Town, including any officer, employee, or agent of the Town is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Town agree that the Town shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Town's acts or omissions. Neither the Town or any officer, employee, or agent of the Town shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Town to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Town without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Town pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:

Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Town:

Mayor
101 W. Pleasant St. / P.O. Box 848
Roseboro, NC 28382

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Town agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Town has caused this instrument to be executed by its Mayor or other duly-authorized official, all by authorization duly given by their respective Boards of Commissioners.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

TOWN

By. _____
Alice Butler, Mayor

By: _____
Lee Coleman, Fire Chief

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Town Fire Department and are part of this Agreement:

Fire Protection

1. The Town Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Town Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Town Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Town Fire Department shall provide fire prevention and risk reduction programs throughout the Town Fire Department's Fire Response District.
4. The Town Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Town Fire Department's Fire Response District.
5. The Town Fire Department shall provide lift assistance as needed to responding EMS units within the Town Fire Department's Fire Response District.
6. The Town Fire Department shall assist in traffic control and debris removal within the Town Fire Department's Fire Response District.
7. The Town Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Town Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Town Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Town Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Town Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Town Fire Department with a copy of the officially adopted mutual aid system plan.
- 5 TRAINING: The Town Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Town Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Town Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Town Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires

involving firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Town Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION SERVICES
CONTRACT**

THIS FIRE PROTECTION SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **TURKEY VOLUNTEER FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection services for and within the described Fire Service and Fire Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Turkey Fire Service District as well as a supplemental payment; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Turkey Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Turkey Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Turkey Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention services in the Fire Department’s Response District and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department’s approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department’s fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire Response District and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire Response District and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in

accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, or DOI standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, or DOI standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement,

then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department’s decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors’ next meeting.

11.4 Notwithstanding the Fire Department’s reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for “legal advice” or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention services in the Fire Department's Fire Response District, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor in fire protection within the Fire Department's Fire Response District.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all "finalist" candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. "Serious misdemeanor conviction(s)" shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but

has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member's county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither

the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:

Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
P.O. Box 98
Turkey, NC 28393

With a copy to: Fire Chief
P.O. Box 98
Turkey, NC 28393

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other

way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **AUTRYVILLE AREA FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “party” and collectively as the “parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Autryville Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Autryville Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Autryville Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Autryville Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval

of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
305 N. Hotel Street
Autryville, NC 28318

With a copy to: Fire Chief
305 N. Hotel Street
Autryville, NC 28318

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **THE CITY OF CLINTON**, a body corporate and politic and a political subdivision of the State of North Carolina (“City”). The County and the City may be referred to herein at times individually as a “party” and collectively as the “parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more cities or other units of local government and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide rescue services and to levy property taxes for such purpose; and

WHEREAS, the City agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the City agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the City operates a municipal fire department (the “City Fire Department”) pursuant to Article 14 of Chapter 160A of the General Statutes of North Carolina and is authorized to furnish fire protection services and rescue services and other services authorized by the City; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the City has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and City desire to enter into this Agreement for the City Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the City Fire Department with taxes levied, appropriated, and actually collected from the Clinton Fire Service District as well as supplemental payments for fire protection and rescue services; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Clinton Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Clinton Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the City wishes to request an increase in the tax rate of the Clinton Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Fire protection and rescue supplemental payments paid to the City shall be used solely for fire protection and prevention and rescue services in the City Fire Department’s Fire and Rescue Response Districts and other areas of response to which the City Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the City on a monthly basis as the taxes are actually collected by the County. The annual supplemental payments for fire and rescue services will be paid to the City in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the City Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the City Fire Department's fund balance account and shall accrue interest. Provided that the City Fire Department is in compliance with all provisions of this Agreement at the time, the City will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the City Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the City the City Fire Department's entire fund balance at that time. In the event that the City Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the City will not be entitled to payment of the City Fire Department's fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The City Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The City Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the City Fire Department's Fire Service District and other areas of response to which the Fire Department may be dispatched, including the City Fire Department's Fire and Rescue Response Districts.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the City Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the City Fire Department shall provide the Required Services without charge to all persons and property located in the City Fire Department's Fire Service District. With respect to hazardous material emergencies and intentionally caused fires outside the City's jurisdiction, the City Fire Department shall only charge the approved fee adopted by the Board of Commissioners. This provision shall not be interpreted to prevent the City from assessing any false alarm or hazardous material emergency fees which it is legally entitled to assess within its jurisdiction.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the City as they pertain to the City Fire Department at reasonable times during regular business hours of the County, provided that the County provides the City with seventy-two (72) hours advance notice of any such inspection. The City agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The City and City Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. INTENTIONALLY DELETED.

SECTION 7. INTENTIONALLY DELETED.

SECTION 8. FIRE DEPARTMENT’S USE OF FUNDS.

8.0. The City shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the City within the approved total appropriations made available pursuant to this Agreement.

8.1. At least twice per year, the City Fire Department shall provide the Director of the Department of Emergency Services with a roster of the full- and part-time staff employed by the Fire Department, indicating on its roster which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher.

8.2. Intentionally deleted.

8.3 Intentionally deleted.

8.4 The County may request that the City at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the City. The City shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The City agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the City and/or City Fire Department have violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal,

state, or local statute, regulation, rule, or ordinance, the County will provide the City written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the City and/or City Fire Department have failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates the any of the foregoing, then the County shall give the City ninety (90) days advance written notice that the funds allocated for the City Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the City and/or City Fire Department make improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the City and/or City Fire Department are not relieved of their responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the City and/or City Fire Department have failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the City Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. INTENTIONALLY DELETED.

SECTION 11. INTENTIONALLY DELETED.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of a dissolution of the City Fire Department or a termination of this Agreement (that occurs without the execution of a new fire service contract between the parties), the City shall be required to pay the County an amount equal to (x) the fair market value of all real property, motor vehicles, and fire apparatus purchased using County funds (in whole or in part) multiplied by (y) a percentage equal to the ratio of County funding of the City Fire Department over the preceding five (5) year period. By way of illustration, if the City purchased a new fire engine the year prior to dissolving the City Fire Department, the fair market value of which was \$1,000,000.00 at the time of dissolution, and the County had paid on average 33.33% of the funding for the City Fire Department over the preceding five (5) years, the City would be required to pay the County the sum of \$333,300.00 for the fire engine.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The City shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall excess the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The City shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the City, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The City Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc. The City and City Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The City and City Fire Department agree to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The City Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The City and City Fire Department agree to comply with fire and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the City Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the City object to complying with a new Performance Standard, the City may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners, provided that the new fire station or major renovation is financed in whole or in part with County funds. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 Intentionally deleted.

15.10 PRE-FIRE INCIDENT SURVEYS: The City Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the City Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The City Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The City Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation.

The City Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: When conducting joint operations or conducting operations outside the City limits, the City Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 Intentionally deleted.

15.15 Intentionally deleted.

15.16 Intentionally deleted.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The City Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The City shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the City and/or City Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency as they may pertain.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The City, including any officer, employee, or agent of the City is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the City agree that the City shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the City's acts or omissions. Neither the City or any officer, employee, or agent of the City shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the City to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the City without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the City pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:

Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the City:

Tom Hart
City Manager
221 Lisbon Street
Clinton, NC 28328

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the City and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the City agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, by authorization duly given by the Sampson County Board of Commissioners, and the City has caused this instrument to be executed by its City Manager, by authorization duly given by the Clinton City Council.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

CITY OF CLINTON

By. _____
Tom Hart,
City Manager

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

City Finance Officer

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the City Fire Department and are part of this Agreement:

Fire Protection

1. The City Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The City Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the City Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The City Fire Department shall provide fire prevention and risk reduction programs throughout the City Fire Department's Fire Response District.
4. The City Fire Department shall render assistance and respond to cardiac or respiratory arrests within the City Fire Department's Fire Response District.
5. The City Fire Department shall provide lift assistance as needed to responding EMS units within the City Fire Department's Fire Response District.
6. The City Fire Department shall assist in traffic control and debris removal within the City Fire Department's Fire Response District.
7. The City Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The City Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The City Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the City Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The City Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the City Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The City Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the City Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The City Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the City Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The City Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The City Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The City Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The City Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The City Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **GARLAND VOLUNTEER FIRE & RESCUE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Garland Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Garland Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Garland Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Garland Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval

of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
P.O. Box 99
Garland, NC 28441

With a copy to: Fire Chief
P.O. Box 99
Garland, NC 28441

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **HALLS FIRE & RESCUE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Halls Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Halls Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Halls Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Halls Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as

Exhibit “B” and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department’s Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal (“Fire Marshal”) officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
7730 Hobbton Highway
Clinton, NC 28328

With a copy to: Fire Chief
7730 Hobbton Highway
Clinton, NC 28328

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **HARRELLS VOLUNTEER FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Franklin Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Franklin Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Franklin Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Franklin Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including the Fire Department's Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue

Association, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time,

response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
P.O. Box 95
Harrells, NC 28444

With a copy to: Fire Chief
P.O. Box 95
Harrells, NC 28444

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **NEWTON GROVE FIRE & RESCUE**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Newton Grove Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Newton Grove Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Newton Grove Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Newton Grove Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time,

response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
P.O. Box 172
Newton Grove, NC 28366

With a copy to: Fire Chief
P.O. Box 172
Newton Grove, NC 28366

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **PLAIN VIEW VOLUNTEER FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Plain View Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Plain View Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Plain View Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Plain View Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Response District and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval

of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
5041 Plain View Highway
Dunn, NC 28334

With a copy to: Fire Chief
5041 Plain View Highway
Dunn, NC 28334

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **SALEMBURG VOLUNTEER FIRE DEPT., INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Honeycutt-Salemburg Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Honeycutt-Salemburg Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Honeycutt-Salemburg Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Honeycutt-Salemburg Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time,

response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
P.O. Box 240
Salemberg, NC 28385

With a copy to: Fire Chief
P.O. Box 240
Salemberg, NC 28385

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **SPIVEY’S CORNER VOLUNTEER FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Spivey's Corner Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the "Excluded Revenue").

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Spivey's Corner Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Spivey's Corner Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners ("Board of Commissioners") from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Spivey's Corner Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time,

response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
8200 Newton Grove Highway
Dunn, NC 28334

With a copy to: Fire Chief
8200 Newton Grove Highway
Dunn, NC 28334

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION & RESCUE
SERVICES CONTRACT**

THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **TAYLORS BRIDGE FIRE DEPARTMENT**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical and rescue services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Taylors Bridge Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Taylors Bridge Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Taylors Bridge Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Taylors Bridge Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire

Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that

the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local

statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, and rescue service Performance Standards, including, but not limited to, staffing, turnout time,

response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
6825 Taylors Bridge Highway
Clinton, NC 28328

With a copy to: Fire Chief
6825 Taylors Bridge Highway
Clinton, NC 28328

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION, EMERGENCY
MEDICAL & RESCUE SERVICES
CONTRACT**

THIS FIRE PROTECTION, EMERGENCY MEDICAL & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **CLEMENT VOLUNTEER FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical, rescue, and/or ambulance services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide emergency medical services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, emergency medical and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and emergency medical and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection, emergency medical, and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Clement Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Clement Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Clement Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Clement Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and emergency medical and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual

supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and emergency medical and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional

or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or emergency medical and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or emergency medical and/or rescue services within the Fire Department’s Fire Response and Rescue Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., OEMS, the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, Chapter 131E of the

North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, emergency medical, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
3384 Maxwell Road
Autryville, NC 28318

With a copy to: Fire Chief
3384 Maxwell Road
Autryville, NC 28318

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

Fire Medic

The Fire Department shall respond to dispatches to priority medical calls only. Priority medical calls (i.e., Charlie, Delta, and Echo calls) will be classified using the Emergency Medical Dispatch Protocols maintained in the Sampson County E-911 Center. The Fire Department will not be dispatched to medical calls determined by the Sampson County E-911 Center to be routine, non-emergency calls.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

Fire Medic

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required of an emergency medical responder.

2. The Fire Department shall provide emergency medical services on a twenty-four (24) hour basis.

3. The Fire Department shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and the North Carolina Office of Emergency Medical Services, as they may be amended from time to time.

4. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, except that emergency medical services provided by a Fire Department located outside of Sampson County shall be subject to the oversight and direction of the Medical Director of the Fire Department's home county and its home county's protocols.

5. The Fire Department shall document patient care utilizing the incident reporting system as may be established by Sampson County Emergency Medical Services, except that Fire Departments located outside of Sampson County shall document patient care as directed by their home county.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION, EMERGENCY
MEDICAL & RESCUE SERVICES
CONTRACT**

THIS FIRE PROTECTION, EMERGENCY MEDICAL & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **FAISON FIRE AND RESCUE, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical, rescue, and/or ambulance services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide emergency medical services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, emergency medical and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and emergency medical and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection, emergency medical, and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Goshen Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Goshen Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Goshen Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Goshen Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and emergency medical and rescue services in the Fire Department’s Fire and Rescue Response District and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual

supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and emergency medical and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional

or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or emergency medical and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or emergency medical and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., OEMS, the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, Chapter 131E of the

North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, emergency medical, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
P.O. Box 758
Faison, NC 28341

With a copy to: Fire Chief
P.O. Box 758
Faison, NC 28341

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall within its Rescue Response District provide light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

Fire Medic

The Fire Department shall respond to dispatches to priority medical calls only. Priority medical calls (i.e., Charlie, Delta, and Echo calls) will be classified using the Emergency Medical Dispatch Protocols maintained in the Sampson County E-911 Center. The Fire Department will not be dispatched to medical calls determined by the Sampson County E-911 Center to be routine, non-emergency calls.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

Fire Medic

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required of an emergency medical responder.

2. The Fire Department shall provide emergency medical services on a twenty-four (24) hour basis.

3. The Fire Department shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and the North Carolina Office of Emergency Medical Services, as they may be amended from time to time.

4. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, except that emergency medical services provided by a Fire Department located outside of Sampson County shall be subject to the oversight and direction of the Medical Director of the Fire Department's home county and its home county's protocols.

5. The Fire Department shall document patient care utilizing the incident reporting system as may be established by Sampson County Emergency Medical Services, except that Fire Departments located outside of Sampson County shall document patient care as directed by their home county.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION, EMERGENCY
MEDICAL & RESCUE SERVICES
CONTRACT**

THIS FIRE PROTECTION, EMERGENCY MEDICAL & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **GODWIN-FALCON FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical, rescue, and/or ambulance services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide emergency medical services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, emergency medical and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and emergency medical and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection, emergency medical, and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Godwin-Falcon Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Godwin-Falcon Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Godwin-Falcon Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and emergency medical and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

In the event that the Fire Department wishes to request an increase in the tax rate of the Godwin-Falcon Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual

supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and emergency medical and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional

or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The composition and membership of the Fire Department's Board of Directors shall be governed by the Articles of Incorporation and/or Bylaws of the Fire Department and the Fire Department's contract for fire protection services with Cumberland County.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that

would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a "meeting" exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a "meeting" for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department's Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department's Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or emergency medical and/or rescue services in the Fire Department's Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or emergency medical and/or rescue services within the Fire Department's Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best's Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers' Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are

caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., OEMS, the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, emergency medical, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 **FIXED ASSETS:** The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 **PRE-FIRE INCIDENT SURVEYS:** The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 **FIRE INVESTIGATIONS:** The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 **EMERGENCY DISASTER RESPONSE:** The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 **DISPOSING OF EQUIPMENT:** The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 **PERSONNEL:** The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 **EMPLOYMENT:** The Fire Department agrees to conduct a background check for all "finalist" candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. "Serious misdemeanor conviction(s)" shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to

availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member's county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department

shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:	Ronald Bass Sampson County Department of Emergency Services 107 Underwood Street Clinton, NC 28328
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If to the Fire Department: Chair, Board of Directors
P.O. Box 23
Falcon, NC 28342

With a copy to: Fire Chief
P.O. Box 23
Falcon, NC 28342

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other

way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

Fire Medic

The Fire Department shall respond to dispatches to priority medical calls only. Priority medical calls (i.e., Charlie, Delta, and Echo calls) will be classified using the Emergency Medical Dispatch Protocols maintained in the Sampson County E-911 Center. The Fire Department will not be dispatched to medical calls determined by the Sampson County E-911 Center to be routine, non-emergency calls.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

Fire Medic

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required of an emergency medical responder.

2. The Fire Department shall provide emergency medical services on a twenty-four (24) hour basis.

3. The Fire Department shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and the North Carolina Office of Emergency Medical Services, as they may be amended from time to time.

4. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, except that emergency medical services provided by a Fire Department located outside of Sampson County shall be subject to the oversight and direction of the Medical Director of the Fire Department's home county and its home county's protocols.

5. The Fire Department shall document patient care utilizing the incident reporting system as may be established by Sampson County Emergency Medical Services, except that Fire Departments located outside of Sampson County shall document patient care as directed by their home county.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION, EMERGENCY
MEDICAL & RESCUE SERVICES
CONTRACT**

THIS FIRE PROTECTION, EMERGENCY MEDICAL & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **HERRING VOLUNTEER FIRE & RESCUE, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical, rescue, and/or ambulance services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide emergency medical services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, emergency medical and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and emergency medical and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection, emergency medical, and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Herring Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Herring Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Herring Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Herring Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and emergency medical and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual

supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and emergency medical and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional

or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or emergency medical and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or emergency medical and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., OEMS, the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, Chapter 131E of the

North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, emergency medical, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
2021 Rabbit Street
Clinton, NC 28328

With a copy to: Fire Chief
20201 Rabbit Street
Clinton, NC 28328

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter

hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

Fire Medic

The Fire Department shall respond to dispatches to priority medical calls only. Priority medical calls (i.e., Charlie, Delta, and Echo calls) will be classified using the Emergency Medical Dispatch Protocols maintained in the Sampson County E-911 Center. The Fire Department will not be dispatched to medical calls determined by the Sampson County E-911 Center to be routine, non-emergency calls.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.

2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.

3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.

4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.

5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:

5.1 Intentionally deleted;

5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;

5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;

5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

Fire Medic

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required of an emergency medical responder.

2. The Fire Department shall provide emergency medical services on a twenty-four (24) hour basis.

3. The Fire Department shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and the North Carolina Office of Emergency Medical Services, as they may be amended from time to time.

4. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, except that emergency medical services provided by a Fire Department located outside of Sampson County shall be subject to the oversight and direction of the Medical Director of the Fire Department's home county and its home county's protocols.

5. The Fire Department shall document patient care utilizing the incident reporting system as may be established by Sampson County Emergency Medical Services, except that Fire Departments located outside of Sampson County shall document patient care as directed by their home county.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**FIRE PROTECTION, EMERGENCY
MEDICAL & RESCUE SERVICES
CONTRACT**

THIS FIRE PROTECTION, EMERGENCY MEDICAL & RESCUE SERVICES CONTRACT (“Agreement”) is made and entered into effective the 1st day of July, 2020 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **VANN CROSSROADS FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation (“Fire Department”). The County and the Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-233 provides that counties may contract for fire-fighting and prevention services with one or more incorporated volunteer fire departments and may use for these purposes appropriated funds not otherwise limited as to use by law; and

WHEREAS, N.C. Gen. Stat. § 153A-301 provides that the board of commissioners of any county may define any number of service districts in order to finance, provide, or maintain for the districts fire protection services in addition to or to a greater extent than those financed, provided, or maintained for the entire county; and

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes boards of county commissioners to, by resolution, permit service districts established for fire protection purposes to provide emergency medical, rescue, and/or ambulance services and to levy property taxes for such purposes; and

WHEREAS, the Fire Department agrees to contract with the County to provide fire protection and prevention services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide rescue services upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire Department agrees to contract with the County to provide emergency medical services upon the terms and conditions set forth in this Agreement; and

WHEREAS, N.C. Gen. Stat. § 159-13, *et seq.* provides that the county budget ordinance may be in any form that the board of county commissioners of any county deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and

WHEREAS, the Fire Department is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services, emergency medical and rescue services, and other services authorized by its Bylaws; and

WHEREAS, the Fire Insurance and Fire and Rescue Response Districts of Sampson County have boundaries defined by the most current descriptions on file, as maintained by the Sampson County Department of Emergency Services (“Department of Emergency Services”); and

WHEREAS, the Fire Department has secured equipment, land, and buildings for the operation of fire and rescue station(s); and

WHEREAS, the County presently levies and collects special taxes and is responsible for appropriating the funds derived therefrom for fire protection and emergency medical and rescue services in Sampson County; and

WHEREAS, the County and Fire Department desire to enter into this Agreement for the Fire Department to furnish fire protection, emergency medical, and rescue services for and within the described Fire Service and Fire and Rescue Response Districts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. FIRE SERVICE TAX AND SUPPLEMENTAL PAYMENTS.

The County will fund the Fire Department with taxes levied, appropriated, and actually collected from the Vann Crossroads Fire Service District as well as supplemental payments; provided, however, that the County shall retain from taxes actually collected (a) interest and penalty payments (for all taxable property other than motor vehicles) and (b) all payments for tax years three (3) or more years removed from the current tax year (items (a) and (b) above are referred to herein collectively as the “Excluded Revenue”).

With the exception of the Excluded Revenue, all Fire Service District tax revenue collected from the Vann Crossroads Fire Service District must be used to finance, provide, and maintain the Required Services (as later defined herein) within the Vann Crossroads Fire Service District. The amount of such tax levies and supplemental payments shall be determined by the Sampson County Board of Commissioners (“Board of Commissioners”) from year to year in its sole discretion.

In the event that the Fire Department wishes to request an increase in the tax rate of the Vann Crossroads Fire Service District, it shall comply with all requirements, including public hearings and annual budget submission deadlines, as may be established from time to time by the Board of Commissioners.

Supplemental payments paid to the Fire Department shall be used solely for fire protection and prevention and emergency medical and rescue services in the Fire Department’s Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

Except as otherwise provided in Section 2 below, Fire Service District taxes will be paid to the Fire Department on a monthly basis as the taxes are actually collected by the County. The annual

supplemental payment will be paid to the Fire Department in twelve (12) equal monthly installments.

SECTION 2. FUND BALANCE.

Any Fire Service District tax revenue that is collected annually in excess of the Fire Department's approved appropriations (other than the Excluded Revenue) shall be maintained in the Fire Department's fund balance account and shall accrue interest. Provided that the Fire Department is in compliance with all provisions of this Agreement at the time, the Fire Department will be paid in full any fund balance that has accrued during preceding fiscal years on January 1st of each year. By way of illustration, if the Fire Department is in compliance with all provisions of this Agreement as of January 1, 2021, the County shall pay over to the Fire Department its entire fund balance at that time. In the event that the Fire Department is not in compliance with all provisions of this Agreement as of January 1st, the Fire Department will not be entitled to payment of its fund balance during that fiscal year.

SECTION 3. SERVICES FURNISHED BY FIRE DEPARTMENT.

The Fire Department shall provide those fire protection and prevention services and emergency medical and rescue services as shall be required by the Fire Commission with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Agreement are attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Department shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Fire Department's Fire and Rescue Response Districts and other areas of response to which the Fire Department may be dispatched.

The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Agreement, the Sampson County Fire Commission Resolution, and the minimum standards promulgated by the Fire Commission, the North Carolina Department of Insurance ("DOI"), the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statute, regulation, rule, or ordinance.

With the exception of hazardous material emergencies and intentionally caused fires, the Fire Department shall provide the Required Services without charge to all persons and property located in the Fire Department's Fire and Rescue Response Districts and any other locations to which the Fire Department may be dispatched. With respect to hazardous material emergencies and intentionally caused fires, the Fire Department shall only charge the approved fee adopted by the Board of Commissioners.

SECTION 4. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such inspection. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Fire Department shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Agreement.

SECTION 5. INTENTIONALLY DELETED.

SECTION 6. ANNUAL REPORT.

The Fire Department shall, at the County's expense, provide the County with an annual compilation of the Fire Department's financial statements. In lieu of a compilation, the Fire Department may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Fire Department's choosing in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the County's Finance Department no later than 5:00 p.m. on the last working day of October following the close of the County's fiscal year.

In the event that the Fire Department elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Fire Department's auditor, the Fire Department shall bear the cost of such advice.

Should the Fire Department fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County within the above time period, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Fire Department is unable to deliver the audit or compilation for reasons beyond the control of the Fire Department or the Fire Department's accountant.

SECTION 7. FINANCIAL MISMANAGEMENT.

The Fire Department agrees that if its financial records are judged to be un-auditable or un-compilable for purposes of its audit/compilation or establishment of a budget by the County's Director of Finance, or if a regular or special audit or compilation by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional

or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and the Fire Department's Board of Directors may jointly name a third-party trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and the Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

SECTION 8. FIRE DEPARTMENT'S USE OF FUNDS.

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Service District and any other locations to which the Fire Department may be dispatched, including its Fire and Rescue Response Districts. The Fire Department is required to notify the County in writing within ten (10) business days of any budget amendment in excess of \$10,000.00.

8.1. At least twice per year, the Fire Department shall provide the Director of the Department of Emergency Services with a roster of its volunteer members and any full- or part-time staff employed by the Fire Department, indicating on its roster which individuals are volunteer members and which individuals are full- or part-time staff and further indicating which members and staff serve at the rank of Captain or higher. Notwithstanding Section 10 of this Agreement, the Fire Department shall further provide the Director of the Department of Emergency Services with a list of the members of its Board of Directors at least twice per year.

8.2. Intentionally deleted.

8.3 The Fire Department agrees to give the County ten (10) business days advance notice in writing of any financial transaction which shall require the Fire Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

8.4 The County may request that the Fire Department at any time during the fiscal year provide the County with satisfactory documentation that funds are being expended in accordance with the terms of this Agreement. County requests may include, but are not limited to, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Fire Department. The Fire Department shall have up to ten (10) business days from the date of written request to submit the requested documentation.

8.5 The Fire Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 9. NONCOMPLIANCE BY FIRE DEPARTMENT.

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the Sampson County Fire Commission Resolution, Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Fire Department written notice of the possible noncompliance and initiate a review to verify compliance. If the County determines that the Fire Department has failed to render Required Services as provided in this Agreement, the Resolution, federal, state, or local statute, regulation, rule, or ordinance, or Fire Commission, DOI, OEMS, Rescue Association, or EMS Advisory Council standards or has otherwise operated in a manner that violates any of the foregoing, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated for the Fire Department are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety day (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department pursuant to Section 1 of this Agreement and/or terminate this Agreement.

SECTION 10. COMPOSITION OF THE BOARD OF DIRECTORS.

The Fire Department agrees that during the initial five (5) year term of this Agreement, the Fire Department will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Fire Department.

10.1 If the Chief of the Fire Department serves as a member of the Fire Department's Board of Directors, that Chief should serve as an ex officio member, without vote, of the Board of Directors.

10.2 No compensated current employee of the Fire Department should serve as a member of the Board of Directors. "Compensated current employee" is defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements.

10.3 No family member of the Fire Department's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse.

10.4 The Board of Directors should have a minimum citizen membership of two (2) members

10.5 The Fire Department is required to notify the County in writing within thirty (30) calendar days of any changes in the Fire Department's Board of Directors or Chief Officers.

SECTION 11. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement, notwithstanding the fact that such provisions are not required by statute.

11.1 To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.

11.2 To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings by such means as the Fire Department deems appropriate. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

11.3 To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Board of Directors' next meeting.

11.4 Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

11.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

11.4.2 To discuss purchase, exchange or lease of real property;

11.4.3 To discuss the terms of an actual or proposed employment contract;

11.4.4 To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);

11.4.5 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;

11.4.6 To make decisions on matters other than those that directly or indirectly involve public funds;

11.4.7 Intentionally deleted.

11.4.8 The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

11.4.9 Intentionally deleted.

SECTION 12. LIQUIDATION OR DISSOLUTION.

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department’s Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act, except as otherwise provided herein. In the event of a discrepancy between the Fire Department’s Charter or Articles of Incorporation and this Section, the Fire Department shall cause its Bylaws or Articles of Incorporation to be amended to comply with the provisions of this Section.

All assets and equipment that have been acquired using County funds shall be conveyed to the County. Should such liquidation, dissolution, or termination of this Agreement occur while there remains an ongoing requirement for fire protection and prevention and/or emergency medical and/or rescue services in the Fire Department’s Fire and Rescue Response Districts, all required fire-fighting apparatus, equipment, and real property shall be transferred by the dissolving Fire Department to its successor(s) in fire protection and/or emergency medical and/or rescue services within the Fire Department’s Fire and Rescue Response Districts.

SECTION 13. INSURANCE AND INDEMNIFICATION.

The Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, annually providing the County Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina with a Best’s Insurance Guide Rating of A- or higher and a financial size category of no less than VII or the Volunteer Safety Workers’ Compensation Fund owned and operated by the State of North Carolina. Coverage shall be maintained continuously during the term of this agreement.

13.1 Worker’s Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Fire Department shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund.

13.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

13.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

13.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

13.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

13.6 Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

13.7 The County shall be named as an additional insured under any policy of insurance required by this Agreement.

The Fire Department shall indemnify and save harmless the County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees. This obligation shall survive the termination or expiration of this Agreement.

SECTION 14. INSURANCE RATING.

The Fire Department shall make a good faith effort to maintain its current rating, or better, with DOI, and Insurance Services Office, Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

Cases in which a fire department loses or receives a reduced rating will be examined by the Department of Emergency Services. The Director of Emergency Services shall make a report to the Fire Commission containing recommendations for corrective action. The Fire Department agrees to implement the corrective action plan after its completion, subject to availability of funds, as recommended by the Fire Commission and approved by the Board of Commissioners.

SECTION 15. STANDARDS OF PERFORMANCE.

The Fire Department shall furnish the Required Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the Fire Commission, DOI, Insurance Services Office, Inc., OEMS, the Rescue Association, the EMS Advisory Council, Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, Chapter 131E of the

North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards. Noncompliance with any such statute, regulation, rule or standard shall constitute a material breach of this Agreement. The Fire Department agrees to comply with fire, emergency medical, and rescue service Performance Standards, including, but not limited to, staffing, turnout time, response time, fire and emergency event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Agreement are attached hereto as Exhibit "B" and incorporated herein by reference. The Fire Commission may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Fire Commission must give the Fire Department one hundred twenty (120) days notice prior to the implementation of any change or addition to the Performance Standards. Should the Fire Department object to complying with a new Performance Standard, the Fire Department may terminate this Agreement in accordance with Section 18 of this Agreement.

15.6 Intentionally deleted.

15.7 FIRE STATION CONSTRUCTION/RENOVATION: The Fire Commission shall make recommendations on new fire station locations and major renovations to the Board of Commissioners. The Board of Commissioners shall approve all new fire stations and major renovations financed utilizing any County funds, including, but not limited to, Fire Service District tax funds. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost.

15.8 Intentionally deleted.

15.9 FIXED ASSETS: The Fire Department shall maintain an accurate inventory of all equipment valued at \$2,500.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County, provided that the County provides the Fire Department with seventy-two (72) hours advance notice of any such review.

15.10 PRE-FIRE INCIDENT SURVEYS: The Fire Department shall develop pre-fire incident surveys and update them annually for all commercial buildings within the Fire Department's Fire Response District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Fire Department shall work with Sampson County Fire Marshal ("Fire Marshal") officials to determine hazards and occupancies.

15.11 FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal to assume the investigation. The Fire Department shall provide whatever assistance is needed by Fire Marshal staff at the fire scene. Furthermore, the Fire Marshal shall assume all investigations involving commercial property, a fatality, or an injury.

15.12 Intentionally deleted.

15.13 EMERGENCY DISASTER RESPONSE: The Fire Department shall follow the most current version of the Sampson County Emergency Operations Plan.

15.14 DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that it has deemed necessary for sale to other Sampson County fire departments prior to offering the equipment to outside agencies.

15.15 PERSONNEL: The Fire Department agrees to adopt and to initiate compliance with, and enforcement of, personnel rules for compensated employees and volunteer members that are in compliance with FLSA (where applicable) and any other applicable federal or state law. These rules shall not be substantially and materially different from, or inconsistent with, model rules that may be developed by the Fire Commission.

15.16 EMPLOYMENT: The Fire Department agrees to conduct a background check for all “finalist” candidates for full-time and part-time employment and volunteer membership prior to hire or appointment and on all employees members at least once every three (3) years.

15.16.1 No person with felony or serious misdemeanor conviction(s) shall be hired by the Fire Department. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. Individuals who are already a paid employee or volunteer member of the Fire Department as of the effective date of this Agreement shall not be subject to this requirement.

15.16.2 All paid employees and volunteer members of the Fire Department shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Fire Department.

15.16.3 The Fire Department shall review each paid employee and volunteer member’s county of residence at least once every three (3) years to verify that the member meets departmental requirements.

15.16.4 The Fire Department agrees that it will enroll in the North Carolina Transportation Notification System and will conduct a driver license record review at least annually on each member and employee.

15.16.5 The Fire Department, including any subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15.17 Section blank.

15.18 Intentionally deleted.

15.19 EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide systems for emergency alerting and response purposes for calls within Sampson County.

15.20 ADVERSE FINDINGS: The Fire Department shall notify the Department of Emergency Services within ten (10) business days of any adverse finding by any local, state, or federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental safety, or any other matter within the jurisdiction of a local, state, or federal agency.

15.21 Intentionally deleted.

15.22 Intentionally deleted.

SECTION 16. RELATIONSHIP OF THE PARTIES.

The Fire Department, including any officer, employee, or agent of the Fire Department is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The County and the Fire Department agree that the Fire Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Fire Department's acts or omissions. Neither the Fire Department, any officer, employee, or agent of the Fire Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or the performance thereof.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall have a term of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided herein.

SECTION 18. TERMINATION.

This Agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement.

SECTION 19. NON-ASSIGNMENT.

This Agreement may not be transferred, assigned, or subcontracted by the Fire Department without the written consent of the County.

SECTION 20. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 21. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Ronald Bass
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

If to the Fire Department: Chair, Board of Directors
4550 Church Road
Newton Grove, NC 28366

With a copy to: Fire Chief
4550 Church Road
Newton Grove, NC 28366

SECTION 22. AMENDMENTS.

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective except where this Agreement expressly authorizes the Fire Commission and/or Board of Commissioners to modify the Required Services and Performance Standards.

SECTION 23. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 24. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

SECTION 25. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Agreement.

SECTION 26. SEVERABILITY.

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 27. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 28. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C. Gen. Stat. § 153A-435; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the ____ day of June, 2020.

SAMPSON COUNTY

By. _____
Edwin W. Causey,
County Manager

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2020.

FIRE DEPARTMENT

By. _____
Print Name: _____
Chair, Board of Directors

By: _____
Print Name: _____
Fire Chief

ATTESTED:

By. _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Fire Department and are part of this Agreement:

Fire Protection

1. The Fire Department shall respond to all reported fires, perform all activities involved in the mitigation efforts of suppression to include water supply, rescue, salvage, and overhaul, origin and cause, and documentation of the incident response.
2. The Fire Department shall respond to hazardous materials emergencies and actively work to mitigate the hazard within the Fire Department's level of training, secure the incident scene, protect life and property, and reduce environmental impacts.
3. The Fire Department shall provide fire prevention and risk reduction programs throughout the Fire Department's Fire Response District.
4. The Fire Department shall render assistance and respond to cardiac or respiratory arrests within the Fire Department's Fire Response District.
5. The Fire Department shall provide lift assistance as needed to responding EMS units within the Fire Department's Fire Response District.
6. The Fire Department shall assist in traffic control and debris removal within the Fire Department's Fire Response District.
7. The Fire Department shall assist with searches for lost or missing persons, evacuations, alerts and notifications, and staffing the Fire Service Branch when activated in the Sampson County Emergency Operations Center.

Rescue

The Fire Department shall provide within its Rescue Response District light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Fire Department may choose to also provide the following additional rescue services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

Fire Medic

The Fire Department shall respond to dispatches to priority medical calls only. Priority medical calls (i.e., Charlie, Delta, and Echo calls) will be classified using the Emergency Medical Dispatch Protocols maintained in the Sampson County E-911 Center. The Fire Department will not be dispatched to medical calls determined by the Sampson County E-911 Center to be routine, non-emergency calls.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this Agreement:

Fire Protection

1. Intentionally deleted.
2. STAFFING ON SCENE: The Fire Department shall have adopted standard operating guidelines that address the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the Fire Department's guidelines shall be kept on file with the Department of Emergency Services.
3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all structure fire calls to any neighboring fire department based on the response run cards maintained by the Department of Emergency Services. Each fire department shall participate in countywide automatic aid.
4. MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in the most current Sampson County Mutual Aid system plan. The Sampson County E911 / Communications Center will automatically dispatch the nearest mutual aid department after failure in four (4) minutes of the initially dispatched department to provide apparatus response pursuant to the response run cards maintained by the Department of Emergency Services. This shall apply to all calls. The County will supply the Fire Department with a copy of the officially adopted mutual aid system plan.
5. TRAINING: The Fire Department shall have adopted guidelines that addresses appropriate initial training of firefighters and continuing education of firefighters that meets or exceeds all state requirements. A current, valid copy of the Fire Department training guidelines shall be kept on file with the Department of Emergency Services. The Fire Department agrees to the following minimum training standards:
 - 5.1 Intentionally deleted;
 - 5.2 Participate in a minimum of two (2) multi-company and multi-department training exercises per year;
 - 5.3 No member shall engage in interior structural firefighting without having first met the required minimum training to participate in a live fire exercise, as listed in NFPA 1403; Fire Departments shall ensure the overall training program is designed to meet the Job Performance Requirements ("JPRs") in NFPA 1001;
 - 5.4 The Fire Department shall conduct a regional post incident review for the following incidents: fires involving more than \$250,000 property loss, fires involving

firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by the primary responding fire department or the Fire Marshal, upon request, within thirty (30) days of the incident. All participants who responded to the incident shall be notified and invited to participate in the post incident review.

5.5 The Fire Department shall ensure that all of its members and employees are trained in cardiopulmonary resuscitation (CPR).

6. OUT OF COUNTY DEPARTMENTS. Fire Departments located outside of Sampson County but providing fire protection services to a Fire Service District within Sampson County shall:

6.1 Ensure their apparatuses have the equipment necessary to communicate with the Sampson County E-911 Center.

6.2 Coordinate and run incident radio traffic through the Sampson County E-911 Center.

6.3 Be active members in the Sampson County Fireman's Association.

Rescue

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required by the North Carolina Association of Rescue and Emergency Medical Services.

2. The Fire Department shall provide rescue services on a twenty-four (24) hour basis.

Fire Medic

1. The Fire Department shall have a minimum of eight (8) active personnel that possess the qualifications required of an emergency medical responder.

2. The Fire Department shall provide emergency medical services on a twenty-four (24) hour basis.

3. The Fire Department shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and the North Carolina Office of Emergency Medical Services, as they may be amended from time to time.

4. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, except that emergency medical services provided by a Fire Department located outside of Sampson County shall be subject to the oversight and direction of the Medical Director of the Fire Department's home county and its home county's protocols.

5. The Fire Department shall document patient care utilizing the incident reporting system as may be established by Sampson County Emergency Medical Services, except that Fire Departments located outside of Sampson County shall document patient care as directed by their home county.

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

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: May 20, 2020
RE: Resolution Permitting EMS Services in Goshen Fire Protection Service District

The Sampson County Department of Emergency Services has received a request by Faison Fire and Rescue, Inc. to begin providing fire medic services in the Goshen Fire Protection Service District. In order to allow tax revenue from the Goshen Fire Protection Service District to be used to fund the provision of emergency medical services by Faison Fire and Rescue, Inc., the County must adopt a resolution pursuant to G.S. 153A-309. If adopted, the Resolution will take effect at the beginning of the 2020-2021 fiscal year.

Materials:

1. Resolution Permitting EMS Services in Goshen Fire Protection Service District.

**RESOLUTION PERMITTING EMS SERVICES IN GOSHEN FIRE PROTECTION
SERVICE DISTRICT**

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes county boards of commissioners to by resolution permit fire protection service districts to provide emergency medical, rescue, and/or ambulance services and levy property taxes for such purposes under N.C. Gen. Stat. § 153A-307; and

WHEREAS, the Sampson County Board of Commissioners wishes to permit the provision of and levy of property taxes for emergency medical services in Goshen Fire Protection Service District;

NOW, THEREFORE, BE IT RESOLVED that

1. Emergency medical services may be provided and property taxes levied therefor in Goshen Fire Protection Service District; and
2. This Resolution shall take effect at the beginning of the 2020-2021 fiscal year, as provided by N.C. Gen. Stat. § 153A-309.

This the _____ day of June, 2020.

CLARK H. WOOTEN, Chair,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER, Clerk,
Sampson County Board of Commissioners



SAMPSON AREA TRANSPORTATION
311 COUNTY COMPLEX RD.
BUILDING H
CLINTON, NC 28328
PHONE: (910) 299-0127

ROSEMARIE OATES, DIRECTOR
Email: roates@sampsonnc.com

Memorandum:

TO: Mr. Ed Causey, County Manager
FROM: Rosemarie Oates, Director, Sampson Area Transportation
DATE: May 7, 2020
RE: FY20 CARES Grant

I am requesting approval from the Board of Commissioners to allow Sampson Area Transportation to apply for the FY20 CARES Act Grant. I will be applying for \$229, 766. This is a 100% federally funded grant and has no match required. If approved, these funds can be used for both administrative and operating expenses.

Please let me know if you have any questions.

Thank you,

Rosemarie Oates
Director, Sampson Area Transportation

Attachments: CARES Act Overview and Application

Legal Applicant Name: SAMPSON COUNTY

System Type (*check one*)

Small Urban (5307)

Rural (Section 5311)

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



CARES Act Operating Funds (CA) Program Overview and Application

North Carolina Department of Transportation
Integrated Mobility Division
April 23, 2020

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

CARES Act (CA) grants are available to rural and small urban public transportation systems to continue providing services and assist with operating expenses for items including staff, supplies, and other related operating expenses. To qualify for CA funds, the applicant must be the Designated Recipient of Section 5311 or Section 5307 funding.

Eligible Applicants and Reimbursement

All counties receiving Section 5311 and/or Section 5307 funds are eligible to apply for CARES Act funding. Section 5311 eligible applicants are designated in each county by the County Commissioners as stated in their "5311 Designee Certification" form, signed by the Chairman of the County Commissioners of each county. This designation is a 5-year designation and is currently in place for the period of 2018 through 2022.

The CA grant will reimburse systems for 100% of the net operating expenses. Net operating expenses are those expenses remaining after the provider subtracts operating revenues from eligible operating expenses. Operating revenues must include farebox revenues. Farebox revenues include fares paid by riders who are later reimbursed by a human service agency or other user-side subsidy arrangement. Farebox revenues do not include payments made directly to the transit system by human service agencies to purchase service. However, purchase of transit passes or other fare media for clients would be considered farebox revenue. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue. Farebox revenue must be used to reduce total operating expenses (treated as revenue).

$$\text{Net Operating Expenses} = \text{Total Eligible Operating Expenses} - \text{Fare Revenues}$$

Note: Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for operating assistance. In either case, the cost of providing the contract service must be included in the total project cost.

Reimbursement will be made in one of two line items on the reimbursement Operating budget form:

M349 - Emergency Relief Operating

M350 - Non Fixed Rate ADA Paratransit

Eligible Activities

- All operating expenses (after subtracting fare revenues) are eligible under Section 5307 and Section 5311 for all recipients in large urban, small urban, and rural areas that are incurred on or after January 20, 2020, including the following:
- Provision of transit service, including but not limited to:
 - Driver and other operations worker salaries
 - Fuel
 - Supplies (including personal protective equipment and cleaning supplies)
- Administrative leave for operations employees (including employees performing maintenance): Administrative leave is an administratively authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.
- Existing operations and maintenance service contracts, whether previously funded by federal or non-federal funds. Contracts that were funded with non-federal funds and that did not follow federal procurement requirements would need to submit a request for a waiver to the Emergency Relief docket and the waiver would need to be approved by FTA.

Period of Performance

IMPORTANT: This application for Coronavirus Aid, Relief, and Economic Security funds covers a 2-year period, with the period of performance from January 20, 2020 to June 30, 2022.

Program Monitoring and Oversight

The Mobility Development Specialists from the N.C. Department of Transportation will provide technical assistance, approve reimbursement claims, monitor the implementation of the project, make on-site visits to monitor compliance with federal regulations and evaluate project performance. The list of Mobility Development Specialist assignments is at the end of this application booklet.

Applying for Funds

Application Introduction

The CARES Act Grant application budgets can be found in the Enterprise Business Services (EBS) portal on the NCDOT website at <https://www.ebs.nc.gov>. The Operating budget templates are named:

	Program ID	Description
5311 Application:		
	P2020_5311_CARES_OPER	FY20 CARES Operating
5307 Application:		
	P2020_5307_CARES_OPER	FY20 5307 SUBS_CARES OPERATING

NOTE:

Applicants who have submitted a complete FY 2020 application package for 5311 Administrative/ Operating or 5307 funding are only required to submit the following supporting documents below. The checkboxes to the left of the documents are the “application checklist”, please check off each document completed for submission.

- Coronavirus Aid, Relief, and Economic Security Application (this document)
- Proof of currently active DUNS
- Signed FY20 Certifications and Assurances
- Signed FY20 Authorizing Resolution (from either 5311 or 5307 application)
- Online Budget

The CARES Act Grant application must be submitted through **EBS no later than May 8, 2020**. The documents identified above must be attached to the application in EBS.

Timetable

Application Timeline

DATES	TASK/EVENT
April 23, 2020	▪ Grant Application Package Distributed
April 23 - May 8, 2020	▪ MDS' Available to Assist Grantees
May 8, 2020	▪ Grant Application Due to NCDOT
May 8, 2020	▪ Grant Application Review Process Begins
TBD	▪ FTA grant review and award for federal funding
TBD after FTA Review	▪ Effective date of two-year grant agreement

Submitting Claims

Claims for CARES funds must be accompanied by documentation supporting expenses being reported.

GENERAL:

If you want a waiver for things like procurement requirements or charter rules please make sure to put something in the Emergency Relief Docket, the docket item will need to be referenced for those expenses

- The Emergency Relief Docket (FTA-2020-0001 at www.regulations.gov) is open and available for requests for relief from FTA statutory and administrative requirements of Section 5307 and 5311 funding. The Emergency Relief Docket allows grantees to request a waiver from FTA requirements during or after an emergency. Grant recipients should discuss the need for a waiver with the FTA regional office prior to submitting a request to the docket. Any requests or approvals from FTA requirements should be referenced in the grant application.
- There is no limit on the amount of CARES Act funds that may be used for operating, capital, or planning expenses.
- There is no limit on the amount of CARES Act funds that may be used for paratransit service.
- Lost revenue is an eligible expense under the CARES Act. To implement this provision, FTA will reimburse any eligible expenses that occurred on or after January 20, 2020, including eligible expenses that would have otherwise been paid for by the lost revenue.

This includes all of the expenses normally eligible under Urbanized Area Formula Grants (Section 5307) or the Formula Grants for Rural Areas Program (Section 5311) that occurred on or after January 20, 2020, at a 100% Federal share. It also includes reimbursing for any net operating expenses (after subtracting farebox revenues), for all Urbanized Area or Rural recipients.

- All operating expenses (after subtracting fare revenues) are eligible under Section 5307 and Section 5311 for all recipients in large urban, small urban, and rural areas that are incurred on or after January 20, 2020, including the following:
 - Provision of transit service, including but not limited to:
 - Driver and other operations worker salaries
 - Fuel
 - Supplies (including personal protective equipment and cleaning supplies)
 - Administrative leave for operations employees (including employees performing maintenance): Administrative leave is an administratively authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.
 - Existing operations and maintenance service contracts, whether previously funded by federal or non-federal funds. Contracts that were funded with non-federal funds and that did not follow federal procurement requirements would need to submit a request for a waiver to the Emergency Relief docket and the waiver would need to be approved by FTA.

Please provide a summary using the **CARES Act Claim Summary Sheet** or something similar. A Claim Summary Sheet for your use is provided in this application.

Mobility Development Specialist List

JOHN VINE-HODGE (Interim) 919-707-2607 javinehodge@ncdot.gov Urban	PAMELA DIGIOVANNI 919-707-4680 pmdigiovanni@ncdot.gov Urban	ANTHONY "TONY" SUMTER Small Urban 919-707-4689 javinehodge@ncdot.gov	MATT WATTERSON 919-707-4682 mjwatterson@ncdot.gov Small Urban
BUNCOMBE HAYWOOD (MT PROJECTS) WESTERN CAROLINA Henderson(WCCA) Asheville WPRTA (Alexander, Burke,Caldwell,Catawba) DURHAM JOHNSTON ORANGE WAKE Chapel Hill Go Cary Go Durham Go Raleigh Go Triangle BRUNSWICK / Myrtle Beach MPO NEW HANOVER / WAVE	IREDELL MECKLENBURG UNION Charlotte Area Transit System (CATS) DAVIDSON GUILFORD FORSYTH / Winston-Salem Greensboro High Point (sm) Piedmont Authority (PART) CUMBERLAND HOKE Fayetteville ROWAN Concord Salisbury CABARRUS	CARTS smpo (Craven,Jones,Pamlico) ONSLow PITT Greenville smpo Jacksonville smpo LEE MOORE RCATS (Montgomery, Randolph) ARHS (Camden,Chowan, Currituck,Pasquotank, Perquimans) CPTA (Bertie,Halifax, Hertford, Northampton) KARTS (Vance, Warren, Franklin, Granville) WILSON City / County	YVEDDI (Davie,Stokes, Surry, Yadkin) APPALCART (Watauga) CLEVELAND GASTON smpo LINCOLN Gastonia TAR RIVER TRANSIT smpo (Edgecombe, Nash) WAYNE smpo ALAMANCE CHATHAM Burlington smpo
ALEXIUS FARRIS 919-707-4698 aafarris@ncdot.gov Rural	KENETTA MCCLEAN 919-707-4673 kmmclean@ncdot.gov Rural	BERNARD CLARK 919-707-4678 bbclark2@ncdot.gov Rural	KEVIN EDWARDS 919-707-4695 kbedwards2@ncdot.gov Rural
AVERY MADISON MITCHELL YANCEY HARNETT PENDER SAMPSON DARE HYDE TYRRELL	MCDOWELL POLK RUTHERFORD BLADEN COLUMBUS ROBESON (SEATS) CARTERET DUPLIN GREENE LENOIR	CHEROKEE GRAHAM SWAIN ALLEGHANY ASHE WILKES (WTA) BEAUFORT GATES MARTIN WASHINGTON	CLAY JACKSON MACON TRANSYLVANIA CASWELL PERSON ROCKINGHAM RICHMOND SCOTLAND STANLY ANSON

ARHS - ALBEMARLE REGIONAL HEALTH SERVICES dba ICPTA – INTER-COUNTY PUBLIC TRANSPORTATION AUTHORITY
 CARTS – CRAVEN AREA RURAL TRANSIT SYSTEM
 CATS – CHARLOTTE AREA TRANSIT SYSTEM
 CFPTA – CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY (WAVE TRANSIT)
 CPTA – CHOANOKE PUBLIC TRANSPORTATION AUTHORITY
 FAST – FAYETTEVILLE AREA SYSTEM OF TRANSIT
 GATEWAY or GWTA – GOLDSBORO-WAYNE TRANSIT AUTHORITY
 KARTS - KERR AREA REGIONAL TRANSPORTATION SYSTEM
 PART – PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION
 RCATS – REGIONAL COORDINATED AREA TRANSPORTATION SYSTEM (RANDOLPH)
 SEATS – SOUTH EAST AREA TRANSIT SYSTEM (ROBESON)
 TRT – TAR RIVER TRANSIT
 WCCA – WESTERN CAROLINA COMMUNITY ACTION
 WPRTA – WESTERN PIEDMONT REGIONAL TRANSIT AUTHORITY
 WTA – WILKES TRANSIT AUTHORITY
 YVEDDI – YADKIN VALLEY ECONOMIC DEVELOPMENT DISTRICT, INC.

CARES NC Contract Budget
State of North Carolina
Office of Economic Opportunity

Agency	Action Pathways, Inc.	Effective Period	
		From	To
		07/01/20	09/30/22

Revenues

Program Costs	(1) Amount	(2) % of Funds	(3) Source of Funds
1. Maximum Federal Funds	\$0	0% %	CSBG
	\$0	0% %	
	\$0	0% %	
2. Maximum State Funds	\$0	0% %	
3. Provider Match Funds - Cash	\$0	0% %	
4. Provider Match Funds - In-Kind	\$0	0% %	
5. State Match Funds - Cash	\$0	0% %	
6. TOTAL PROGRAM COST	\$1,154,496		

*Total of #1 and #2 Should equal Column 2 Total.

*Line 6 Should equal Column 3 Total.

*Total of #3, #4 and #5 should equal Column 1 Total.

Estimated Expenditures

Object of Expenditures	Column 1	Column 2	Column 3
	Provider / Other* (Cash and/or In-Kind)	Federal/State Funds	Total Program Costs
A. Salaries and Wages	\$0	\$257,422	\$257,422
B. Fringes Benefits	\$0	\$81,360	\$81,360
C. Equipment Purchases - Tangible Property	\$0	\$3,600	\$3,600
D. Communication	\$0	\$14,607	\$14,607
E. Space Costs	\$0	\$29,700	\$29,700
F. Travel/Employee Development	\$0	\$8,884	\$8,884
G. Supplies and Materials	\$0	\$15,525	\$15,525
H. Contractual Services	\$0	\$2,721	\$2,721
I. Client Services	\$0	\$689,188	\$689,188
J.	\$0	\$0	\$0
K. Other	\$0	\$2,569	\$2,569
L. Indirect Costs	\$0	\$48,920	\$48,920
M. Totals	\$0	\$1,154,496	\$1,154,496

Use the table below to enter your agency’s targeted outcome results. The performance measures will be included in the agency’s CARES NC contract.

CSBG grantees administering CARES NC projects are required to enter program targets in Table 1. Grantees have the flexibility to enter specific program targets based upon the community needs assessment.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	250
The number of participants receiving emergency services	150
The number of participant families obtaining education support and financial literacy services.	150
The number of participant families obtaining housing supports.	40
The number of participant families receiving medical and healthcare support services	50

	Provide information and resource referrals for income tax referrals	educational or vocational skills		
		3. participants achieve at basic level academic, social, and other school success skills		

	<p>Obtain clients from walk-ins, resource referrals, referrals from community partners. Provide referrals to the health department for workshops and client education. Implement workshops to educate the high risk community of risk and universal precautions.</p> <p>Establish partnerships with local human services agencies to promote the Cares NC program and develop resource referral network.</p> <p>Develop Inter-agency partnerships to expand resources for low to moderate income families.</p> <p>Build collaborations with faith-based organizations to offer additional resources for emergency assistance; Partner with local senior centers and programs to educate the senior high risk population.</p>	<p>households receive resources and referrals</p> <p>individuals receive advocacy services</p>		<p>Self Sufficiency Manager Program Support Aide</p>
<p>Lack of education and education development programs. Lack of Financial Literacy Education</p>	<p>Provide Educational support services to Cumberland and Sampson County residents impacted by the COVID 19 Pandemic.</p> <p>Provide tuition, books, uniforms and supplies to gain skills</p> <p>Develop family spending plan and budget. Provide money management workshops with Carter Bank and Kingdom CDC.</p> <p>Provide financial and credit counseling services.</p>	<p>100 individuals receive educational support services in efforts to....</p> <ol style="list-style-type: none"> 1. obtain a high school diploma and/or obtained an equivalency certificate or diploma 2. obtain a recognized credential, certificate, or degree relating to the achievement of 	<p>FNPI 2f FNPI 2g FNPI 2h FPNI 2i FPNI 2 FNPI 2d.1 FNPI 2d.2 FNPI 2d.3 FNPI 3a FNPI 3 h FNPI 3z.1</p>	<p>Financial Case Manager I Case Manager I Family Advocate (3) Family Services Manager CSBG Director CSBG Operations Mgr. Self Sufficiency Manager Program Support Aide</p>

<p>Lack of access to affordable health, dental, and vision care.</p>	<p>The Cares NC program will assist with physicals, general health screenings, vision screenings, prescription payments; doctor visits payments, and wellness education. health and safety education activities; Will partner with local agencies to set of COVID19 Testing sites.</p>	<p>50 individuals demonstrate improved physical health and well-being.</p> <p>individuals or households receive assistance with Health Services, Mental Health Services, Screenings and Assessments.</p>	<p>FNPI 5b FNPI 5z</p>	
<p>Lack of access to emergency supportive services</p>	<p>The CARES NC program will provide direct assistance with supportive services. Participants will receive the following services:</p> <ol style="list-style-type: none"> 1. Nutritional assistance 2. Transportation Assistance 3. Childcare assistance 4. Emergency Supplies assistance- gloves, mask, Clorox, hand sanitizer 5. Medical COVID related emergency assistance 6. Emergency clothing 7. EPP Program to assist with employment services 	<p>150 Individual receive nutritional assistance to include food purchases, vouchers and referrals to local food pantries</p> <p>individuals or households receive transportation assistance</p> <p>individuals or households receive childcare assistance.</p> <p>individuals or households receive emergency clothing</p>	<p>FNPI 5a FNPI 7z.1 FNPI 7z.1.a FNPI 7Z 1.b</p>	<p>Financial Case Manager I Case Manager I Family Advocate (3)</p> <p>Family Services Manager CSBG Director</p> <p>CSBG Operations Mgr Self Sufficiency Manager Program Support Aide</p>
<p>Lack of resources/access to provide services, skills training, and resources for families who have been adversely impacted and who have immediate needs because of the COVID-19 state of emergency pandemic</p>	<p>To provide services to individuals and families who have been adversely impacted and who have immediate needs because of COVID-19 state of emergency pandemic</p>	<p>250 individual's resources for COVID 19 services.</p> <p>households complete an intake assessment.</p>	<p>FNPI 7a FNPI 7b FNPI 7c FNPI 7o</p>	<p>Financial Case Manager I Case Manager I Family Advocate (3)</p> <p>Family Services Manager CSBG Director</p> <p>CSBG Operations Mgr</p>

Section 5: Project Identification				
1. Project Name:	CARES NC			
2. Objective Statement:	To provide COVID-19 pandemic relief to low income families in Cumberland and Sampson Counties			
3. CARES NC Funds Requested for this Project:	\$1,154,496			
4. Project Period:	7/1/2020	To	9/30/2022	
5. Total Number Expected to Be Served:				250
Section 6: Two-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
Lack of access to housing support services and stabilization services	<p>The Cares NC Program will provide mortgage assistance, eviction prevention services, utility payment assistance, housing placement services, housing maintenance and improvements. The services will include the following activities</p> <ol style="list-style-type: none"> 1. Provide rental payments 2. Deposits Payments 3. Mortgage payments 4. Referrals to eviction mediation services and education 5. Provide utility payments, deposits, and arrears payments 6. Provide assistance with temporary housing placements 	<p>40 households experiencing homelessness obtain safe temporary shelter.</p> <p>households who obtained safe and affordable housing</p> <p>households avoid eviction.</p> <p>households improve energy efficiency and/or energy burden reduction in their homes</p>	<p>FNPI 4a FNPI 4b FNPI 4e FNPI 4z</p>	<p>Financial Case Manager I Case Manager I Family Advocate (3)</p> <p>Family Services Manager CSBG Director</p> <p>CSBG Operations Mgr Self Sufficiency Manager Program Support Aide</p>

**CARES NC Program
Documentation of Submission to County Commissioners**

Community Action Agencies receiving CARES NC funding must provide a completed copy of the Application for Funding to local boards of commission and submit documentation of delivery (return mail receipt, signature of county staff noting receipt, electronic mail acknowledging receipt) to the Office of Economic Opportunity.

Agency Name: Action Pathways, Inc.

County: Sampson

Date of Application Submission: May 22, 2020

- X The agency submitted a complete application for funding to local Board(s) of Commission.

- X CAA attached documentation confirming local Board(s) of Commission received CARES NC Application for Funding.

**CARES NC Program
Documentation of Submission to County Commissioners**

Community Action Agencies receiving CARES NC funding must provide a completed copy of the Application for Funding to local boards of commission and submit documentation of delivery (return mail receipt, signature of county staff noting receipt, electronic mail acknowledging receipt) to the Office of Economic Opportunity.

Agency Name: Action Pathways, Inc.

County: Cumberland

Date of Application Submission: May 22, 2020

- X The agency submitted a complete application for funding to local Board(s) of Commission.

- X CAA attached documentation confirming local Board(s) of Commission received CARES NC Application for Funding.

Board of Directors Approval of the Application

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the CARES NC Program.

Date of Board Approval: _____

Board Chairperson: _____
(Signature) (Date)

Finance Committee Chairperson: _____
(Signature) (Date)

**CARES NC Program
Application for Funding
Certification and Assurances**

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on May 21, 2020 for the planning process for the CARES NC Program and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
May 21, 2020	Cumberland		Via Facebook Live
May 21, 2020	Sampson		Via Facebook Live



Community Services Block Grant Program

CARES NC Application

Agency Information			
Agency:		Action Pathways, Inc.	
Agency:		Action Pathways, Inc.	
Federal I.D.		56-0845795	
DUNS Number:		625279108	
Administrative Office Address:		316 Green St., Fayetteville, NC 28301	
Mailing Address (include the 4-digit zip code extension):		PO Box 2009, Fayetteville, NC 28302	
Telephone Number:		(910) 485-6131	
Fax Number:		(910) 485-7479	
Proposed Funding:	CARES NC Funding Allocation		
	\$1,154,496		
Application Period:		Beginning: July 1, 2020	Ending: September 30, 2022
Board Chairperson:		Glenn Adams	
Board Chairperson's Address: (where communications should be sent)		201 Hay Street, Suite 103, Fayetteville, NC 28301	
Board Chairperson's Term of Office (enter beginning and end dates):		Term of Public Officer	
Executive Director:		Lonnie Ballard	
Executive Director Email Address:		Lonnie.ballard@actionpathways.ngo	
Agency Fiscal Officer:		Kimberly Stafford	
Fiscal Officer Email Address:		kcstafford@actionpathways.ngo	
CSBG Program Director:		Syreeta Morrisey	
CSBG Program Director Email Address:		Syreeta.morrisey@actionpathways.ngo	
Counties Served with CARES NC funds:		Cumberland and Sampson	
Agency Operational Fiscal Year:		January - December	

May 8, 2020

Sampson County Board of Commissioners
Susan J. Holder, Assistant County Manager/PIO
406 County Complex Road, Bldg C
Clinton, North Carolina 28328

Dear Board Chairman,

Please find attached Action Pathway's FY 2020-2021 Disaster Grant Application overview that addresses questions received from the Sampson County Assistant County Manager. We look forward to our continued relationship with the County of Sampson.

Kindest Regards,

Syreeta Morrisey
Interim CSBG Program Director

Action Pathway's Inc. is requesting your receipt of the Disaster Grant Funds Application. We have attached additional information on the Disaster Relief Grant for your review.

Sampson County will receive \$82,798 in Hurricane Florence Disaster Relief Funds. During the first grant cycle a minimum of twenty (20) Sampson County families will be served. The allocation for Sampson County was determined by the Office of Economic Opportunity (OEO) and data collected from previous FEMA claims.

OEO's Disaster Relief Program also referred to as Relief NC, specifically targets individuals and families that have unmet needs as a result of Hurricane Florence that occurred in 2018. Eligible funding domains consist of education, cognitive development, health and social/behavior development, transportation, home repair and emergency assistance. Some of the services that Action Pathways will provide through the funding will include:

- Collaborate and establish a referral process with Legal Aid for clients
- Assist with medical and healthcare needs
- Housing Payment Assistance, Eviction Prevention Services and Housing Placement
- Emergency Assistance
- Budgeting, Credit and Financial Counseling Services
- Home Repair Services
- Housing Support Services
- Transportation Services (Support for auto repairs)

The grant application was advertised in The Sampson Independent. If you have additional questions and/or concerns, feel free to contact Syreeta Morrisey at (910) 223-0116.



OFFICE of
ECONOMIC OPPORTUNITY

TO: North Carolina Community Action Agencies

FROM: Valerie Powell
CSBG Program Manager

DATE: April 7, 2020

RE: Relief NC Application for Funding

The NC Department of Health and Human Services, Office of Economic Opportunity (OEO) was awarded \$8 million from the US Office of Community Services (OCS) to administer disaster supplemental funds to designated NC Community Action Agencies (CAAs). Funding supports a range of locally identified services and strategies focused on residents with low-incomes and disaster-related needs.

OEO's disaster supplemental funds program, called Relief NC, specifically targets individuals and families that have unmet needs as a result of Hurricane Florence that occurred in 2018. Eligible funding domains are employment, education, cognitive development, infrastructure, housing, health and social/behavior development, transportation, home repair and emergency assistance.

CAAs that serve counties declared a Presidential disaster due to Hurricane Florence are encouraged to apply for Relief NC funding. If you elect not to apply for the Relief NC funding, please contact me as soon as possible as your agency's disaster allocation can be redistributed.

Applications for Relief NC must be e-mailed to Doris McLamb at Doris.McLamb@dhhs.nc.gov and carbon copied to Valerie.Powell@dhhs.nc.gov by Monday, April 27, 2020. If you have questions regarding the Relief NC, contact me at 919-527-6257.

Attachments: Application Instructions
Budget Form

Introduction

Regulations outlined in CSBG 45 CFR 96 are applicable to the Relief NC Program. Additional guidance from OCS will be forthcoming to specifically address disaster related activities.

For the purpose of the Relief NC Program, OEO, in consultation with the North Carolina Community Action Association, established additional policies regarding the administration of the Relief NC Program. Eligible CAAs should review CSBG 45 CFR 96 and the information outlined below for policy guidance.

1. Relief NC funding shall not be available for costs that are reimbursed by the Federal Emergency Management Agency (FEMA), under a contract for insurance or by self-insurance. Funding is for non-duplication of FEMA assistance and non-duplication for life, health, automobile, homeowners, renters and property insurance.
2. Participants eligible for Relief NC funding must self-certify and attest that proposed services and activities were not covered by FEMA or insurance. In addition, participants must attest that falsification or misrepresentation may result in the rejection of application and may be subject to prosecution under applicable State and Federal statutes.
3. Eligible domains for funding are:

- Employment Projects

Employment projects are designed to place low-income clients in permanent jobs (minimum of 30 hours per week) paying at least the minimum wage. A permanent job is anticipated to be year-round with no predetermined ending date.

- Education Projects

Education projects are designed to provide activities that improve the education or skills level of low-income individuals through the completion of a formal, certified education or skills training program. Education programs should improve the employability or income-earning potential of participants.

- Cognitive Development Projects

Cognitive development projects are intended to help participants obtain outcomes in the Education and Cognitive Development Domains. These services include: child/young adult education programs; school supplies; extracurricular programs; adult education programs; post-secondary education supports; financial aid assistance and home visits.

- Infrastructure Projects

Infrastructure projects represent the basic physical and organizational structures and facilities needed to coordinate and enhance multiple programs and resources that address poverty conditions in local communities.

- Housing Projects

Housing projects are designed to move low-income families from a substandard housing condition to a standard one. Funds are prohibited for the purchase, construction or permanent improvement, other than low-cost residential weatherization or other energy-related home repair, of any building or other facility.

- Health & Social/Behavior Development Projects

Health & Social/Behavior projects improve a participant's physical, mental, or behavioral health; increase a participating household members' interaction skill; demonstrate a participant's ability to live independently and decrease a participating household member's recidivism rate.

- Transportation Projects

Transportation projects consist of gas vouchers, bus passes and car repairs for employment or education services.

- Home Repair Projects

Home repair projects provide property improvements that protect or improve the basic livability or utility of property. For the purposes of the Relief NC Program, home repairs provided by the program cannot improve the tax value of the home.

Individual and combined repairs exceeding \$1,000 per household requires three quotes from a contractor licensed by the State of North Carolina. The selected licensed contractor must enter into a contractual agreement between the CAA and the licensed contractor.

Individual or combined home repair activities that do not exceed \$1,000 per household may be provided by a licensed contractor or carpenter approved by the CAA.

- Emergency Assistance Projects

Emergency assistance projects provide direct assistance to low-income families who are experiencing emergency situations in the areas of food, shelter, fuel, utility cut-off and medicine.

Community Services Block Grant Program
Relief NC Application

Agency Information			
Agency:		Action Pathways, Inc.	
Agency:		Action Pathways, Inc	
Federal I.D.		56-0845795	
DUNS Number:		625279108	
Administrative Office Address:		316 Green Street, Fayetteville, NC 28301	
Mailing Address (include the 4-digit zip code extension):		P.O. Box 2009, Fayetteville, NC 28302	
Telephone Number:		910-485-6131	
Fax Number:		910-485-7479	
Proposed Funding:	Relief NC Disaster Fund Allocation		
	\$ 432,729		
Application Period:		Beginning: TBD	Ending: TBD
Board Chairperson:		Glen Adams	
Board Chairperson's Address: (where communications should be sent)		201 Hay Street, Suite 103, Fayetteville, NC 28301	
Board Chairperson's Term of Office (enter beginning and end dates):		Term of Public Officer	
Executive Director:		Lonnie Ballard	
Executive Director Email Address:		Lonnie.ballard@actionpathways.ngo	
Agency Fiscal Officer:		Kimberly Stafford	
Fiscal Officer Email Address:		kcstafford@actionpathways.ngo	
CSBG Program Director:		Syreeta Morrisey	
CSBG Program Director Email Address:		Syreeta.morrisey@actionpathways.ngo	
Counties Served with Relief NC funds:		Cumberland and Sampson	
Agency Operational Fiscal Year:		January 1 - December 31	

North Carolina Department of Health and Human Services
Office of Economic Opportunity –
2420 Mail Service Center / Raleigh, North Carolina 27699-2420

**Relief NC Program
Application for Funding
Certification and Assurances**

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on 4/21/2020 for the planning process for the Relief NC Program and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
04/21/2020	Cumberland	04/21/2020	via facebook live
04/21/2020	Sampson	04/21/2020	via facebook live

Board of Directors Approval of the Application

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the Relief NC Program.

Date of Board Approval: _____

Board Chairperson: _____
(Signature) (Date)

Finance Committee Chairperson: _____
(Signature) (Date)

**Relief NC Program
Documentation of Submission to County Commissioners**

Community Action Agencies receiving Relief NC funding must provide a completed copy of the Application for Funding to local boards of commission and submit documentation of delivery (return mail receipt, signature of county staff noting receipt, electronic mail acknowledging receipt) to the Office of Economic Opportunity.

Agency Name: Action Pathways, Inc.

County: Cumberland County

Date of Application Submission: April 27, 2020

 x The agency submitted a complete application for funding to local Board(s) of Commission.

 x CAA attached documentation confirming the local Board(s) of Commission received Relief NC Application for Funding.

**Relief NC Program
Documentation of Submission to County Commissioners**

Community Action Agencies receiving Relief NC funding must provide a completed copy of the Application for Funding to local boards of commission and submit documentation of delivery (return mail receipt, signature of county staff noting receipt, electronic mail acknowledging receipt) to the Office of Economic Opportunity.

Agency Name: Action Pathways, Inc.

County: Sampson County

Date of Application Submission: April 27, 2020

 x The agency submitted a complete application for funding to local Board(s) of Commission.

 x CAA attached documentation confirming the local Board(s) of Commission received Relief NC Application for Funding.

Section 1: Community Needs Assessment

A community needs assessment is a systematic process for determining and addressing needs, or "gaps" between current conditions and desired conditions or "wants." From the list below, identify how your agency will determine the unmet needs of your county.

(Check one or more of the following methods)

- Surveys of the community(s) - door to door, telephone, etc.
- Review of Records - agency intake forms, program participant records, etc. (may be used with at least one other type of needs assessment; will not meet compliance on its own)
- Review of demographical information - U.S. Census, welfare statistics, unemployment statistics, etc.
- Discussions/information/testimony provided by individuals and community members - social service professionals, agency staff, program participants, etc.
- Public meetings to solicit input on community needs
- Other

(Describe) _____

Method of gathering information

a. Low-Income Community:

The involvement of the low-income community in the planning process is fundamental and continues throughout all phases of planning, development, and evaluation. API staff members hosted and attended a virtual community forum throughout the low-income communities to gather input from residents regarding the unmet needs as a result of being impacted by Hurricane Florence. Individuals were encouraged to give input on the services and activities needed to alleviate barriers residents of Cumberland and Sampson County are still striving to overcome after experiencing Hurricane Florence. API's Board of Directors and management utilize this information in the planning and development of programs and services to be implemented by the agency. The low-income residents of Cumberland and Sampson Counties represented and participated in the development of a work plan through a virtual community meeting, surveys, and planning meetings, to address the unmet needs of families. Action Pathways, Inc. distributed

surveys throughout our service area to identify the unmet needs of families impacted by Hurricane Florence,

b. Agency Staff:

Employees throughout the organization met to discuss and identify problems, impeding goal accomplishments and to develop quality improvement strategies to aid individuals and families affected by Hurricane Florence. The staff through daily contact with the targeted population, conferences with other human services agencies, and on-going staff meetings, is directly involved in the planning, evaluation, and development of this strategic plan to address the impact of Hurricane Florence on our service area.

c. Community-based organizations:

In order to administer surveys in as broad a fashion as possible, API administered electronic and paper-and-pencil copies of the instrument to individuals who reside with Cumberland and Sampson County. In the end, 10 Cumberland County and 5 Sampson County surveys, a virtual community meeting, and collaboration with community stakeholder aid in determining the unmet needs of families within API service area.

US Census Information

According to the U.S. Census, approximately 18.5% of Cumberland County and 24.31% of Sampson County residents are living at or below the poverty level. An estimated 62% of children under the age of 18 were living below the poverty level in both counties. United Way of Cumberland County found that many of the residents lack the income needed to realistically support their basic needs, without public or private assistance monthly. The median family income for Cumberland County is \$ 44,737; however, many of those jobs are not accessible to low-income families. The median income for Sampson County is \$37,765. Cumberland and Sampson county residents face numerous barriers and challenges preventing them from becoming self-sufficient. Those issues include; limited or no transportation, inadequate living wage jobs, and unaffordable daycare/childcare programs.

Sampson County is the second largest county in the land area in North Carolina. Sampson county is a very rural area, with a land mass of 947 square miles. Historically, the county's largest economic drivers are manufacturing, agriculture, forestry, fishing, and hunting. The economy and jobs for this county have declined or no longer feasible. Due to technology, decline in farming, environmental regulations, market fluctuations, and the seasonal nature of work, many of those jobs have been

lost. These counties both have significant challenges with adequate health systems, education systems, unemployment, and low-wage jobs.

- A. Identify the segment of the population and give the number of people experiencing the problem.

Based on data from the U.S. Census Bureau-American Fact finder, in 2017 18 % of Cumberland County and 24% of Sampson County residents were living in poverty. In Cumberland County the population is younger than the North Carolina average age of 31 years old, due in large part to the military population. The median age for Sampson County is 40 years of age. The U.S. Census 2007-2011 American Community Survey reports 17% of the residents in Cumberland County are at or below the poverty level and 22.8% of the residents in Sampson County are at or below the poverty level. The poverty rate for families with children under the age of 18 was 19.8%. The data suggest that families with children under the age of 18 are at a greater risk for poverty.

A total of 593 of Cumberland County residents are homeless. There are 119 households in Cumberland County homeless families with children under the age of 18. 44% of the families or individuals in Cumberland County are African American, 21% of the homeless individuals suffer from some form of mental illness, and 21% of the homeless population has a substance abuse problem.

- B. Provide demographic information of those adversely affected inclusive of:

- a. Gender

In 2017, 20.4% of females and 15.76% of males lived at or below the poverty level in Cumberland County. Gender differences in poverty rates were more pronounced for the elderly. For children under age of 18, there was no statistical difference between the poverty for girls (62%) and the rate of boys (62.84%) In 2015, full-time male employees in Sampson County made 1.26 times more than female employees. Due to gender-based wage disparity, women and single mothers are at a greater risk for living in poverty. 34% of households led by women living in Cumberland County were living in poverty. Women with children under the age of 18, the statistics for those living in poverty jumped to 43%. And for single mothers with children under the age of 5, more than 52% lived in poverty. There is a 2:1 ratio of male to female in the homeless population. The number of males is consistently higher from year to year. In 2017, the median household income in Cumberland County, NC was

\$55,322, but the average male salary was \$14,054 more than the average woman's salary.

b. Age

The number of people in poverty increased from 31% to 37% from 2015-2017 for certain groups, including unrelated individuals, people between the ages of 18 and 64 with a disability, people with a bachelor's degree or higher, and married-couple families. According to Data USA in 2017, Cumberland County has a population of 332,766 and a median age of 31. Sampson County has a population of 63,664 and a median age of 40.

c. Race/Ethnicity for the agency's service area

According to the 2018 North Carolina Talk Poverty, 12.48% of White North Carolina residents live at or below the poverty level. 13.49% of Cumberland and 19.44% of Sampson County white residents live at or below the poverty levels. 24.89% of African Americans, 12.48% of White residents, and 12.67% of Asian residents live at or below the poverty level. Native Americans have the highest rate of poverty in Cumberland and Sampson Counties. Hispanics and African Americans have the next highest poverty rate. Cumberland and Sampson Counties both have diverse populations with over 80 cultures in Cumberland and 44 cultures in Sampson represented in their counties.

Because of poverty, low-income individuals are limited in the means to become self-sufficient. Generational poverty in our communities generally results in lack of education, lower paying jobs, unaffordable and unsafe housing, limited access to transportation, and other needed services. Research has shown individuals living in poverty, on an average, have lower test scores, experience more health-related issues, and live in substandard housing. North Carolina is one of 2 states who lead the nation in food insecurity for children under the age of 5 and we rank 10th as the worst state for children under the age of 18 who are food insecure on a regular basis. According to NC Public Schools, 68.86% of children in the Cumberland County School System and 97.34% of Sampson County School System participated in the free or reduced lunch meal programs in 2016-2017. The number of children receiving SNAP Benefits 21.4% in Cumberland County and 21.6% in Sampson County in 2017. Cultural environments and surroundings impact low-income families from obtaining self-sufficiency, there are limited opportunities for families to climb up the income ladder. Fayetteville poorest communities have limited opportunities for

low-income individuals to climb out of poverty. National studies show that escaping the effects of poverty is harder than almost anywhere else in the country, putting many young men on a pipeline to prison.

The per capita income was \$23,133. Cumberland County's economy is primarily in the service sector which is lower paying than skilled manufacturing jobs. Most of these services jobs pay wages insufficient to support a family. Military retirees, who have higher educational levels and more skills, generally are hired for the better paying positions. Most jobs in Cumberland and Sampson Counties require moderate to long-term skills training. The unemployment rate for Cumberland County was 4.6% in 2017 and 3.3% in Sampson County.

Please submit documents to demonstrate how residents participated in the community needs assessment process in your county(s).

From the data collected using the method(s) identified in Section 1, describe the unmet employment needs identified.

Action Pathways, Inc. will coordinate employment and training activities through NC Works Career Center. We will work with the local colleges to assist with employment skills training and career readiness. The ASPIRE Case Managers will coordinate housing resources with a partnership Cumberland Disaster Recovery Coalition and referrals with partner organizations for low-income participants enrolled in the disaster program, participants are connected to relief resources that jobs and employment training skills classes.

From the data collected using the method(s) identified in Section 1., describe the unmet education needs identified.

From the data collected using the method(s) identified in Section 1., describe the unmet cognitive development needs identified.

The data reflects a lack of services to support improved financial well-being. Residents reported that decreased work hours and loss of employment during Hurricane Florence affected their ability to manage their income. Loss of income, added cost for repairs, replacement of damaged items, and sustaining temporary or new housing affected their credit and budget. Credit and Budget counseling is an unmet need.

From the data collected using the method(s) identified in Section 1., describe unmet needs identified.

API collaborated with Cumberland Disaster Recovery Coalition to receive vital data on residents currently facing hardships as a result of unmet needs due to Hurricane Florence. API has included the information below:

This information was provided by the CDRC (Cumberland Disaster Recovery Coalition) via Endeavors (who provides case management for Cumberland).

What are some challenges you are facing?

Current

1. Not enough services for repair and reconstruction needs
2. Challenges with creating a better communication channel with other agencies that are involved in the recovery process
3. We are seeing an increase in duplication of services
4. Many of the cases that we are coming across are cases that should have been assisted by FEMA, however, they were not. These cases are being referred to Legal Aid and it is elongating the client's recovery process.
5. Our funding is decreasing, not only for CDRC but a lot of our community partners have decreased the unmet needs allowed amount they give per case
6. Loss of interest from our community, as people believe that everyone has already recovered (lack of awareness of the issue)

Future

1. Not enough available funding for disaster recovery

2. There are two organizations providing Disaster repair and reconstruction services in our county, UMCOR and Habitat. We recently learned that UMCOR will be closing their Cumberland Center this year (July timeframe) and Habitat has started to run out of disaster funding. This is critical for the recovery process because this will leave us without the available resources needed for repair and reconstruction.

3. The State Case Management program will be closing its doors in August.

What this means is that in Cumberland County has approximately 238 households that have reported unmet needs related to Hurricane Florence and have not received services.

Safe and affordable housing, Inability to retain contractors to do the repair work needed. Unable to have access to funds to make the necessary repairs after the hurricane.

From the data collected using the method(s) identified in Section 1., describe the unmet housing needs identified.

The data collected reflects a lack of access to housing support services and stabilization services within Cumberland and Sampson County. Residents are in need of rental, mortgage, and down payment assistance as a result of losing their permanent housing during Hurricane Florence. A resident reported having to temporarily live with family members because of a decrease in available housing after Hurricane Florence. Cumberland Disaster Recovery Coalition, which is serving residents impacted by Hurricane Florence reported there is still not enough funding for housing needs. We have included the results below:

CDRC is reporting:

Open Active cases -161 cases

50 Home repairs

11 Flooring

30 Roof repairs

27 in need of mold remediation

6 in need of appliance

17 in need of furniture

10 need permanent housing

10 rental assistance

Open not Assess- 70

24 Home repairs

4 Flooring
14 Roof repairs
14 in need of mold remediation
1 in need of appliance
6 in need of furniture
3 need permanent housing
4 rental assistance

Assigned cases -7

2 Home repairs
2 roof repairs
2 furniture
1 permanent housing

From the data collected using the method(s) identified in Section 1., describe the unmet health and social/behavioral development needs identified.

The data reflects a lack of access to affordable health, dental, and vision care. Residents were not able to pay for needed dental screenings, copays for primary doctor visits, eye examination or glasses due to using all available household income to focus on replacement of items lost or damaged during Hurricane Florence including new housing.

From the data collected using the method(s) identified in Section 1., describe the unmet transportation needs identified.

The data reflects a lack of services that support improved transportation. Residents in areas that are more rural do not have a public transportation system. Therefore, families that had damage to their personally owned vehicle experienced other hardships affecting employment attendance, the inability to transport family to needed appointments, and dependency on family and friends for all transportation needs. Some reported inability to pay for needed car repairs and sustain car payments because income was used to pay for temporary housing such as hotels until they could secure permanent housing.

From the data collected using the method(s) identified in Section 1., describe the unmet home repairs needs identified.

The data reflects a lack of access to home repairs needed to improve health and safety. Residents in Cumberland and Sampson County reported a need for roof and floor repairs and presence of mold in their homes from damage caused by Hurricane Florence. One of our community partners designated to serve residents affected by Hurricane Florence, Cumberland Disaster Recovery Coalition reported there is still not enough funding and services for repair and reconstruction needs. We have included the results below:

CDRC is reporting: 178 home repair cases with unmet needs due to Hurricane Florence
Open Active cases -118 cases

27 in need of mold remediation
50 Home repairs
11 Flooring
30 Roof repairs

Open not Assessed- 56
24 Home repairs
4 Flooring
14 Roof repairs
14 in need of mold remediation

Assigned cases -4
2 Home repairs
2 roof repairs

From the data collected using the method(s) identified in Section 1., describe the unmet and emergency assistance needs identified.

The data reflects a lack of access to improved energy efficiency/or energy burden reduction. Residents stated that they incurred utility debts or did not have the funds for establishment of new utility service when relocating to new housing. Decreased income and unexpected utility costs were a barrier when establishing new permanent housing.

Section 2: Prioritization of Needs

Rate the unmet needs using a scale of 1 – 9 whereas 1 represents the greatest need and 9 represents a lesser priority (list rating beside each domain name).

1.Home Repair	6.Cognitive Development
2.Emergency Services	7.Education
3.Housing	8.Employment
4.Social and Behavior	9.Infrastructure
5.Transportation	

Section 3: Outreach to Local Communities

Describe how your agency will conduct outreach opportunities to residents with unmet needs as a result of Hurricane Florence.

API will collaborate with faith-based organizations, Sampson County Department of Social Service, and Cumberland Disaster Recovery Coalition (CDRC). These organizations targeted families that were impacted during Hurricane Florence, distributed data on areas hit hardest and residents that were unable to meet needs through direct funding, referrals, and other community resources.

Will your agency provide enhanced outreach to special populations (key an "x" beside appropriate response)?

Yes No

If yes, what are the special populations to be served i.e. senior citizens, undocumented residents, homeless, disabled, etc.).

API will target clients that are designated as homeless, living in a shelter or transitional housing, or living in unsafe housing that is in need of repairs that can increase risk of health issues for families.

Describe how enhanced outreach opportunities will be provided to special populations.

API will conduct forums, attend community events, organize outreach activities targeting communities designated as areas with significant damage as a result of Hurricane Florence. API will collaborate with community partners and agency programs including Second Harvest Food Bank, Head Start, and Weatherization to reach families that have been impacted.

Section 4: Prioritize Clients Served

Describe the process of how your agency will prioritize clients to be served. The process should include consideration of clients with the greatest barriers.

Clients will receive services in order of submission of application, approval of eligibility, and based on current hardship with priority given to individuals and families that are homeless, living in a shelter or transitional housing, and residing in substandard housing that needs repairs that can increase risk of health issues.

Section 5: Project Identification

1. Project Name:	Relief NC Program			
2. Objective Statement:	To provide relief to low income families in Cumberland and Sampson Counties			
3. Relief NC Funds Requested for this Project:	\$432,729			
4. Project Period:	TBD	To	TBD	
5. Total Number Expected to Be Served:				80

Section 6: One-Year CSBG Program Objective and Activities

Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
<p>Lack of resources/access to comprehensive services and resources for low-income families</p>	<p>Provide comprehensive case management services for low-income participants</p> <p>Obtain clients from walk-ins, resource referrals, and referrals from community partners</p> <p>Establish partnerships with local human services agencies to promote the ASPIRE program and develop resource referral network</p> <p>Develop Inter-agency partnerships to expand resources for low-income families.</p> <p>Build collaborations with faith-based organizations to offer additional resources for emergency assistance. Collaborate and establish a referral process with Legal Aid for clients needing legal assistance.</p>	<p>80 individuals receiving case management services.</p> <p>80 households that complete an intake assessment.</p> <p>20 households that receive resource referrals.</p> <p>20 individuals that receive advocacy services</p>	<p>FPNI 7z.1</p>	<p>CSBG Director, Self-Sufficiency Manager, Operations Manager Case Managers (I & II), Program Support Aid, Communications Coordinator, Agency Advancement, CEO, CFO, IT Manager</p>

<p>Lack of access to affordable health, dental, and vision care</p>	<p>The ASPIRE program will assist with physicals, vision screenings, prescription payments; doctor visits payments including physical and behavioral health appointments, and wellness education.</p>	<p>10 individuals who demonstrated improved physical health and well-being.</p> <p>10 individuals or households that receive assistance with Health Services, Screenings and Assessments.</p>	<p>FNPI 5b FNPI 5z</p>	<p>CSBG Director, Self-Sufficiency Manager, Case Managers (I & II) Program Support Aid</p>
<p>Lack of access to housing support services and stabilization services</p>	<p>The ASPIRE Program will provide housing payment assistance, eviction prevention services, and housing placement. The services will include the following activities:</p> <ol style="list-style-type: none"> 1. Provide rental payments 2. Deposits Payments 3. Mortgage and down payment payments 4. Referrals to Kingdom Community Development Corporation for Home-buyers Workshops, 5. Provide assistance with temporary housing placements 6. Provide assistance with purchase of furniture and appliances 7. Provide access to affordable housing 	<p>1 households experiencing homelessness due to hurricane damage who obtained safe temporary shelter</p> <p>3 households who obtained safe and affordable housing due to hurricane damage</p>	<p>FPNI 4a FPNI 4b FPNI 4e FPNI 4f</p>	<p>CSBG Director, Operations Manager Self-Sufficiency Manager, Case Managers (I & II) Program Support Aid</p>
<p>Lack of services to support improved financial well being</p>	<p>Develop family spending plan and budget Provide money management workshops Provide energy conservation activities Provide resources to Credit Counseling Services</p>	<p>15 individuals who achieved and maintained capacity to meet basic needs for 90 days.</p> <p>15 number of families that received financial counseling/coaching</p>	<p>FNPI 3a FNPI 3d FNPI 3f FNPI 3h</p>	<p>CSBG Director, Self-Sufficiency Manager, Case Managers (I & II) Program Support Aid</p>

		15 individuals engaged with the Community Action Agency who report improved financial well-being.		
Lack of services that support improved transportation	<p>The ASPIRE program will provide direct assistance with supportive services. Participants will receive the following services:</p> <ol style="list-style-type: none"> 1. Transportation Services (bus passes and support for auto repairs) 	15 number of individuals or households that receive transportation assistance	FNPI 1b FNPI 2h	CSBG Director, Self-Sufficiency Manager, Case Managers (I & II)
Lack of access to improved energy efficiency/or energy burden reduction	<p>Provide utility payments, deposits, and arrears payments</p> <p>Referrals to Weatherization Program</p>	<p>20 households with improved energy efficiency and/or energy burden reduction in their homes.</p> <p>20 individuals or households that receive utility payment assistance</p>	FNPI 4h	CSBG Director, Operations Manager, Self-Sufficiency Manager, Case Managers (I & II)
Lack of access to home repairs needed to improve health and safety	<p>Provide assistance with home repairs including emergency repairs, deep cleaning, and HVAC and duct repairs.</p> <p>Provide assistance with insurance deductibles and claim assistance.</p> <p>Referrals to Weatherization Program</p>	20 households with improved energy efficiency and/or energy burden reduction in their homes	FNPI 4g	CSBG Director, Operations Manager, Self-Sufficiency Manager, Case Managers (I & II)

Use the table below to enter your agency's targeted outcome results. The performance measures will be included in the agency's Relief NC contract.

CSBG grantees operating Relief NC projects are required to enter program targets in Table 1. Grantees have the flexibility to enter specific program targets based upon the community needs assessment.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	80
The number of participant families improving their health.	10
The number of participant families securing standard housing.	3
The number of participant families learning to manage their income.	15
The number of participant families obtaining transportation services.	15
The number of participant families accessing coordinated and enhanced multiple programs and resources through creation of infrastructure.	80
The number of participant families provided emergency assistance.	30
The number of participant families provided home repairs.	20
The number of participant families receiving housing support.	10

**Relief NC Contract Budget
State of North Carolina
Office of Economic Opportunity**

Agency	Action Pathways, Inc.			Effective Period		
		From	TBA	To	TBA	
Revenues						
Program Costs	(1) Amount	(2) % of Funds	(3) Source of Funds			
1. Maximum Federal Funds	<u>\$432,729</u>	100% %	CSBG			
	<u>\$0</u>	0% %				
	<u>\$0</u>	0% %				
2. Maximum State Funds	<u>\$0</u>	0% %				
3. Provider Match Funds - Cash	<u>\$0</u>	0% %				
4. Provider Match Funds - In-Kind	<u>\$0</u>	0% %				
5. State Match Funds - Cash	<u>\$0</u>	0% %				
6. TOTAL PROGRAM COST	\$432,729					
*Total of #1 and #2 Should equal Column 2 Total.			*Line 6 Should equal Column 3 Total.			
*Total of #3, #4 and #5 should equal Column 1 Total.						

Estimated Expenditures			
Object of Expenditures	Column 1	Column 2	Column 3
	Provider / Other* (Cash and/or In-Kind)	Federal/State Funds	Total Program Costs
A. Salaries and Wages	\$0	\$138,424	\$138,424
B. Fringes Benefits	\$0	\$48,456	\$48,456
C. Equipment Purchases - Tangible Property	\$0	\$5,100	\$5,100
D. Communication	\$0	\$15,931	\$15,931
E. Space Costs	\$0	\$15,906	\$15,906
F. Travel/Employee Development	\$0	\$13,117	\$13,117
G. Supplies and Materials	\$0	\$10,800	\$10,800
H. Contractual Services	\$0	\$5,033	\$5,033
I. Client Services	\$0	\$149,827	\$149,827
J.	\$0	\$0	\$0
K. Other	\$0	\$3,150	\$3,150
L. Indirect Costs	\$0	\$26,985	\$26,985
M. Totals	\$0	\$432,729	\$432,729



NORTH CAROLINA'S
SAMPSON COUNTY
ECONOMIC DEVELOPMENT COMMISSION

May 18, 2020

RE: Economic Development Commission Conflict of Interest and Confidentiality Statements

Sampson County Economic Development Commission (EDC) staff is anticipating significant project activity over the next handful of years. As staff shares information and seeks advisement from Advisory Board members, we want to proactively minimize potential future Conflict of Interest and or Confidentiality missteps of Advisory Board members. Staff believes having statements in place in which members will sign, acknowledging such responsibility, is a positive step forward.

EDC staff has worked with Sampson County's Attorney to produce the statements.

Should a Board of Commissioner have any questions per either statement, EDC staff is happy to respond.

Best,

Stephen Barrington
Executive Director

**EDC ADVISORY BOARD
CONFLICT OF INTEREST AND CONFIDENTIALITY POLICY¹**

Conflict of Interest

Members of the Sampson County Economic Development Commission (“EDC”) Advisory Board must refrain from engaging in any of the following conduct:

1. Deriving a direct benefit from a contract that the member is involved in making or administering on behalf of Sampson County or the Sampson County EDC in violation of G.S. 14-234.
2. Attempting to influence others involved in the making or administering of a contract on behalf of Sampson County or the Sampson County EDC if the member will derive a direct benefit from the contract, in violation of G.S. 14-234.
3. Soliciting or receiving any award or gift in exchange for recommending, influencing, or attempting to influence the award of contract by Sampson County or the Sampson County EDC in violation of G.S. 14-234.
4. Participating in deliberations about or voting on a contract in which the member has a direct benefit in violation of G.S. 14-234 or otherwise voting on matters which involve the member’s own financial interest.
5. Receiving any gift or favor from a current, past, or potential contractor in violation of G.S. 133-32.

In the event that a member of the Sampson County EDC Advisory Board is uncertain whether his or her participation in a particular matter would violate this Policy or a specific provision of state law, he or she should disclose the circumstances surrounding the potential conflict of interest and seek guidance from the County Attorney prior to participating in the matter.

Confidentiality

No member shall disclose confidential information that they obtained through their affiliation and participation with the Sampson County EDC to any person, including relatives, friends, and business and professional associates, unless the Sampson County EDC has authorized such disclosure. This policy is not intended to prevent disclosure where disclosure is required by law. For purposes of this Policy, “confidential information” is any information that has been designated as “confidential” or a “trade secret” by the Executive Director of the Sampson County EDC or the company or firm furnishing the information to the Sampson County EDC.

Members shall avoid unauthorized disclosures of confidential information and take reasonable precautions to prevent the inadvertent disclosure of confidential information and shall refrain from sharing any confidential information received by them in their capacity as a member of the Sampson County Economic Development Commission Advisory Board.

¹ Portions of this Policy are substantially taken from A Model Code of Ethics for North Carolina Elected Officials, authored by A. Fleming Bell, II and published by the School of Government, The University of North Carolina at Chapel Hill, 2010.

Members are prohibited from benefiting or helping another benefit from the use of non-public information that the member obtained through their position on the Sampson County Economic Development Commission Advisory Board in violation of G.S. 14-234.1.

I have read and agree to abide by the Sampson County Economic Development Commission Advisory Board's Conflict of Interest and Confidentiality Policy as shown above. I understand that any violation of either statement may lead to termination of my service with the Sampson County Economic Development Commission as well as those penalties prescribed by state law.

Name _____

Signature _____ Date _____

RESOLUTION BY BOARD OF COMMISSIONERS OF COUNTY OF SAMPSON

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Loan in the amount of \$906,160 and State Reserve Grant in the amount of \$906,160 for the construction of I-40/NC-403 Interchange Production Well and Treatment System/Phase II, hereafter referred to as the "Project"; and

WHEREAS, the County of Sampson intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

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

That the County of Sampson does hereby accept the State Reserve Loan offer in the amount of \$906,160 and the State Reserve Grant offer in the amount of \$906,160; and

That the County of Sampson does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of State Reserve Loan and State Reserve Grant; and

That Edwin W. Causey, County Manager and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

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

Adopted this the 1st day of June, 2020.

RESOLUTION BY THE BOARD OF COMMISSIONERS OF COUNTY OF SAMPSON

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Fund Loan in the amount of \$883,000 for the construction of the Faison Highway Iron & Manganese Treatment System Expansion & Raw-Water Mains / Phase II, hereafter referred to as the "Project"; and

WHEREAS, the County of Sampson intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

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

That the County of Sampson does hereby accept the State Revolving Fund Loan offer in the amount of \$883,000; and

That the County of Sampson does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of State Revolving Fund Loan; and

That Edwin W. Causey, County Manager and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

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

Adopted this the 1st day of June, 2020.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 22, 2020

SUBJECT: JCPC Grant Certification and Administration Allocation FY 20-21

Attached is the annually required Juvenile Crime Prevention Council Certification and administration budget allocation recommended by the Juvenile Crime Prevention Council for approval by the Board. This is our certification that we will comply with the standards of the program.

We respectfully request that the Board approve the certification.



**NC Department of Public Safety
Juvenile Crime Prevention Council Certification**

Fiscal Year: 2020 - 2021

County: Sampson	Date:
------------------------	-------

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- | | |
|---|--------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | Yes
<hr/> |
| B. Is the membership list attached? | Yes
<hr/> |
| C. Are members appointed for two year terms and are those terms staggered? | Yes
<hr/> |
| D. Is membership reflective of social-economic and racial diversity of the community? | Yes
<hr/> |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | No
<hr/> |

If not, which positions are vacant and why?

District Attorney, Chief District Judge, Rep United Way, Juvenile Defense Attorney have been contacted with no responses.

STANDARD #2 - Organization

- | | |
|--|--------------|
| A. Does the JCPC have written Bylaws? | Yes
<hr/> |
| B. Bylaws are <input checked="" type="checkbox"/> attached or <input type="checkbox"/> on file (Select one.) | |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | Yes
<hr/> |
| D. Does the JCPC have written policies and procedures for funding and review? | Yes
<hr/> |
| E. These policies and procedures <input checked="" type="checkbox"/> attached or <input type="checkbox"/> on file. (Select one.) | |
| F. Does the JCPC have officers and are they elected annually? | Yes
<hr/> |
- JCPC has: Chair; Vice-Chair; Secretary; Treasurer.

STANDARD #3 - Meetings

- | | |
|--|--------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | Yes
<hr/> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Yes
<hr/> |
| C. Does the JCPC meet bi-monthly at a minimum? | Yes
<hr/> |
| D. Are minutes taken at all official meetings? | Yes
<hr/> |
| E. Are minutes distributed prior to or during subsequent meetings? | Yes
<hr/> |

STANDARD #4 - Planning

- | | |
|---|--------------|
| A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? | Yes
<hr/> |
| B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? | Yes
<hr/> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | Yes
<hr/> |

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) Yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

STANDARD #6 – No Overdue Tax Debt

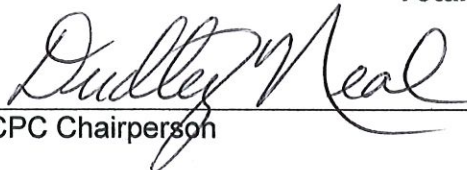
- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.
 Ongoing efforts are made to fill vacant positions.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.
 The JCPC Certification **must be received by June 30, 2020.**

**JCPC Administrative Funds
 SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	13,934
Local	
Other	
Total	13,934

 5/1/20

 JCPC Chairperson Date

 Chairman, Board of County Commissioners Date

 DPS Designated Official Date

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: May 19, 2020
RE: Request for Waiver of Late List Penalty

The following taxpayers are requesting a waiver of late list penalty (10%) on their business personal property tax listings:

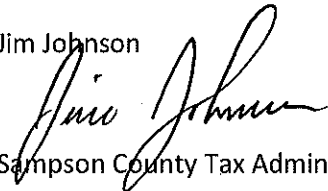
Prestage Ag Energy
Gilmore Law Firm
Timothy D. Cates, CPA, P.A.

Attached are letters to the Board of Commissioners requesting relief of penalties

Businesses are required to list all personal property in January, the regular listing period. Any business can request an extension to file during the regular listing period. Each of these taxpayers timely requested and were granted an extension to file up to April 15, 2020. Due to the COVID-19 outbreak these taxpayers were unable to meet the April 15, 2020 deadline for filing.

Any property not timely listed is considered discovered property and carries a 10% late list penalty. General Statute 105-312(k) gives the Board of Commissioners the power to compromise a discovery bill. It is my recommendation, based on the current situation related to COVID-19, that these requests for waiver of late list penalties be approved.

Jim Johnson



Sampson County Tax Administrator

Prestage AgEnergy



April 28, 2020

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

Re: Late Listing Penalty Waiver

Dear Board,

I am writing to request a waiver on the late listing penalty of 10% related to submitting the Prestage AgEnergy 2020 property tax filing after the April 15th deadline. Due to unusual circumstances stemming from the COVID pandemic and changes to our work requirements, the form was not submitted on-time. Specifically, I was asked to work from home beginning in mid-March, and the form for filing was left in my office. I have since filed the listing with the county and would ask for your forgiveness and understanding.

I appreciate your time and consideration in this matter. Should you have any questions, I can best be reached at (910) 385-4452.

Sincerely,

A handwritten signature in cursive script that reads "Michael Pope".

Michael Pope
Vice President

Act# 202024



GILMORE LAW FIRM PLLC

112 Lisbon Street · Clinton, NC 28328
910.490.1250 · www.sampsonlawyer.com

April 15, 2020

Sampson County Board of Commissioners
Hon. Clark Wooten, Chair
Hon. Sue Lee, Vice-Chair

Mr. Wooten,

I am writing to request an extension for responding to the Business Evaluation tax form sent to Gilmore Law Firm PLLC (#202024) as the manager of that company due to the disruption of the COVID-19 outbreak. Thank you for your time, consideration, and attention during this difficult time for our County.

Sincerely,

Robert H. Gilmore

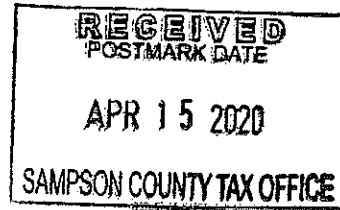


Timothy D. Cates, CPA, P.A.
CERTIFIED PUBLIC ACCOUNTANT

853 Wards Bridge Road West
PO Drawer 505
Warsaw, NC 28398
(910) 293-7141

Timothy D. Cates, CPA

April 15, 2020



Sampson County Tax Assessor
Business Section
PO Box 1082
Clinton, NC 28329

Dear Sir/Madam:

Due to the circumstances of Covid-19, we have been unable to get all the information together to accurately complete the property tax extension. Can you please grant us an additional extension of time to file the following business property tax listings until June 15, 2020:

JNSCO, Inc.

28723 Act[#]

Thank you for your consideration in this matter.

Sincerely,

Timothy D. Cates, CPA

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

9298

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 Robert Gene Robinson
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2019	\$ 140.28
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 140.28

These taxes were assessed through clerical error as follows.

Bill # 0045297052
Plate # ZYW4206
Tag surren.
2017 Nissan

602	County Tax	84.47
501	School Tax	14.85
	Fire Tax	
062	City Tax	40.96
	TOTAL \$	140.28

Mailing Address.

Robert Gene Robinson
209 Fountain Drive
Clinton NC 28328

Yours very truly

* Robert Gene Robinson
Taxpayer

* Social Security _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: JOHNNIE PIPPIN

5/14/2020

TO: Sampson County Board of Commissioners.

VIA: County Manager & Finance Officer

SUBJECT: Budget amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761100-526201	Department Supplies	\$2,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-403646	LSTA Grant	\$2,500.00	

2. Reason(s) for the above request is/are as follows:
LSTA Grant from State Library for COVID-19 supplies.


 _____ Johnnie Pippin
 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2020


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20



 (County Manager & Budget Officer)

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

GRANT AGREEMENT
LSTA 2019-2020 COVID-19 Response Mini-Grant
State Project Code: NC-19-65

This is an agreement by and between, Sampson-Clinton Public Library System hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: Sampson-Clinton Public Library System

Mailing address: 217 Graham St.

City, State, ZIP: Clinton, NC 28328

Project manager name/title: Johnnie Pippin

Project manager telephone: 910-592-4153

Project manager email: jpippin@sampsonnc.com

DUNS number: 40044067

Federal Employer Identification Number: 56-6000338-G

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.331
 Federal Award ID number: LS-00-19-0034-19
 Federal Award Date: January 11, 2019
 Grant Award Period Start and End Date: July 1, 2019 - June 30, 2020
 Amount of Federal Funds Obligated by this Action: \$2,500.00
 Federal Award Project Description as required by FFATA: LSTA State Grants
 Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796, catherine.prince@ncdcr.gov.
 CFDA Name / Number: LSTA State Grants / 45.310
 This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 46011495410145.

IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:

1. Accept and administer an LSTA grant from the State Library in the amount of \$2,500.00 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; and Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
 - only upon or after the effective date of this grant agreement and before its termination;
 - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
 - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures as defined in the grant application when there are significant expenditures.
7. Submit grant progress reports, briefly describing current and anticipated project expenditures and project activities, as requested by the State Library.
8. On or before **August 15, 2020**, request a minimum of seventy-five percent (75%) of the award amount and provide documentation for seventy-five percent (75%) of the required match; provide a list of remaining activities with an estimate of remaining grant and matching expenditures as defined in the grant application.
9. Complete all project expenditures (grant and matching) by **July 30, 2020**, or by the termination date of this agreement as amended by mutual consent.
10. On or before **August 15, 2020**, submit a final request for reimbursement.
11. If eligible, the Library and all subgrantees 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 N.C.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.
12. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
13. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-00-19-0034-19)." Submit a copy of any publications or materials produced under the grant to the State Library.
14. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
15. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.

16. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.
17. Submit a final report to the State Library by **August 15, 2020**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
18. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
19. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
20. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
21. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
22. The State Auditor and the using agency's internal auditors 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 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
23. File with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
24. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

THE STATE LIBRARY AGREES TO:

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted quarterly by the Library. Pay by **September 30, 2020**, all approved requests received by **August 15, 2020**.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by **June 30, 2020** may be withdrawn.

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded.

The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

8. Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at http://www.imls.gov/recipients/imls_acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq.*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

5/20/2020

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-526201	DEPARTMENT SUPPLIES EQUIPMENT	1,708.00	
12551670-526200	DEPARTMENT SUPPLIES	454.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535167-404000	STATE ASSISTANCE	2,162.00	

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

TO ALLOCATE WIC SPECIAL FUNDING RECEIVED

Wanda Robison
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/21, 2020
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

19-20-16

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

FROM: Sarah W. Bradshaw

19-May-20

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554810-568414	LIEAP		<u>\$41,255.80</u>

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535480-403314	LIEAP		\$41,255.80

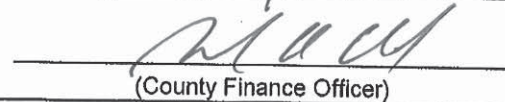
2. Reason(s) for the above request is/are as follows: To adjust expenditure and revenue based on May 11, 2020 funding authorization.


(Signature of Department Head)

ENDORSEMENT

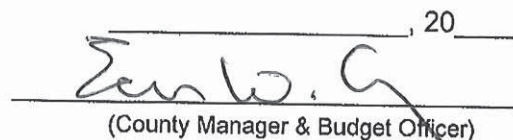
1. Forwarded, recommending approval/disapproval.

5/22, 2020


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2019-2020

1. It is requested that the budget for the City Schools Supplemental Current Expense be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100-581000	Transfer to City Schools	50,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840-412000	Current year taxes	50,000.00	

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

To allocate additional funds collected for City Schools Supplemental Current Expense.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2020


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

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



CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 7th day of May, 2020, passed the following resolution:


Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

SEE ATTACHED LISTING


Total appropriation in current budget	\$2,467,452.86
Total increase/decrease of amendment	\$1,705.19
Total appropriation in amended budget	\$2,469,158.05

Passed by majority vote of the Clinton City Board of Education on the 7th day of May 2020.

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 _____ 2020.



 Chairman, Board of Education



 Secretary, Board of Education

 Chairman, Board of County Commissioners

 Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FEDERAL

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5330.104.411.000.000.00	Instructional Supplies & Materials <i>Title III- Language Acquisition</i>	\$1,559.00	
3.6300.108.113.810.000.00	Salary-Support & Development <i>Title IV-Student Support/Academic Enrichment</i>	\$143.00	
3.5110.103.163.000.000.00	Salary –Substitute <i>Title II- Improving Teacher Quality</i>		\$93.00
3.5330.050.121.000.000.00	Salary – Teacher <i>Title I – Tweaking the amount in Budget Builder</i>		\$2.00
3.5210.060.121.000.000.00	Salary- Teacher <i>EC-IDEA-IV-B</i>	\$98.19	



CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 7th day of May, 2020, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

SEE ATTACHED LISTING

Total appropriation in current budget	\$19,919,551.66
Total increase/decrease of amendment	\$352,988.25
Total appropriation in amended budget	\$20,272,539.91

Passed by majority vote of the Clinton City Board of Education on the 7th day of May 2020.

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 _____ 2020.

Linda S. Brunson

Chairman, Board of Education

[Signature]

Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

CODE	DESCRIPTION	INCREASE	DECREASE
1.5110.029.163.000.000.00	IABS Substitute Pay	\$2,043.66	
1.5110.029.211.000.000.00	IABS Social Security <i>IABS Grant</i>	\$156.34	
1.5120.014.418.320.320.00	Computer Supplies & Materials	\$1,683.00	
1.5120.014.418.308.308.00	Computer Supplies & Materials <i>CTE Credentials/Adobe Site Licenses Fees</i>		\$350.00
1.5410.048.211.304.000.00	Social Security		\$0.75
1.5110.048.180.000.000.00	Teacher Bonus <i>Principal/Teacher Testing Bonuses</i>	\$53,342.00	
1.5110.015.462.000.000.00	Purchase of Non- Cap. Computer <i>July-October 2019 Interest-Tech PRC</i>	\$551.00	
1.5110.001.121.000.000.00	Salary – Teacher <i>New Teacher Orientation</i>	\$5,501.00	
1.5110.046.180.330.000.00	Teacher Bonus <i>3rd Grade Reading Bonus</i>	\$32,517.00	
1.6550.056.171.000.000.00	Salary- Bus Driver <i>Remaining Transportation Allotment</i>	\$83,517.00	
1.5110.131.413.000.000.00	Other Textbooks	\$36,774.00	
1.5110.130.412.000.000.00	State Textbooks <i>ABC Transfer</i>		\$36,774.00
1.5110.001.121.000.000.00	Salary – Teacher <i>NCVPS Sureup</i>	\$14,984.00	
1.5110.003.162.000.000.00	Salary- Substitute <i>SubPay- December and January</i>	\$2,432.00	
1.5110.015.462.000.000.00	Purchase of Non-Cap Comp Equip <i>November-December 2019 Interest-Tech PRC</i>	\$366.00	

1.5350.016.198.330.000.02	Salary- Tutoring <i>Twice Retained Students</i>	\$25,920.00	
1.6550.056.541.000.000.00	Equipment Purchase <i>Bus Camera Allotment</i>	\$9,000.00	
1.5110.131.413.000.000.00	Other Textbooks	\$100,423.00	
1.5110.130.412.000.000.00	State Textbooks <i>ABC Transfer</i>		\$100,423.00
1.5110.015.462.000.000.00	Purchase of Non-Cap Comp Equip <i>January-February 2020 Interest- Tech PRC</i>	\$381.00	
1.5110.131.413.000.000.00	Other Textbooks	\$5,573.00	
1.5110.130.412.000.000.00	State Textbooks <i>ABC Transfer</i>		\$5,573.00
1.5110.154.411.000.000.00	Supplies and Materials <i>COVID-19 State Supplemental Funds</i>	\$120,945.00	

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Mr. Edwin Causey
County Manager

Susan Holder
Assistant County Manager

From: Wanda Robinson
Health Director

Subject: County Commissioner's Consent Agenda Item

Date: May 20, 2020

Attached are items approved by the Health Advisory Committee on May 18 and is being submitted for approval by the county commissioners.

I. Adoption of new fees:

CPT Code	Test	Fee
87635	COVID-19 Labcorp	\$51.31 (Retroactive 2/01/20-April 30)
87635	COVID-19 Labcorp	\$100.00 (Retroactive 5/01/20 due to price Increase)

II. WIC Funding: \$48,627.00 (June 1, 2020 – September 30, 2020)

Funding will be used to supplement the WIC Program. Requesting to use \$2,162 of the funding to purchase 2 laptops and Microsoft Office in June 2020. The remaining funds in the amount of \$46,465 will be used beginning July 1, 2020 to purchase new desktop computers, cover contract nutritionist and additional time needed for virtual breast feeding promotion and support sessions.

III. Fill the Gap Response Grant proposal: \$150,000

The focus of this grant is to provide clinical services for rural and/or underserved populations that are disproportionately affected by COVID-19-uninsured, communities of color and immigrant populations. The Health Department will provide testing, notification, contact investigation, monitoring of isolation and follow-up for COVID-19.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

5/20/2020

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-526201	DEPARTMENT SUPPLIES EQUIPMENT	1,708.00	
12551670-526200	DEPARTMENT SUPPLIES	454.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535167-404000	STATE ASSISTANCE	2,162.00	

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

TO ALLOCATE WIC SPECIAL FUNDING RECEIVED

Wanda Robison
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/21, 2020
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

The North Carolina Healthcare Foundation
Sampson County Health Department COVID-19 Fill the Gap Response Fund Proposal

A. Grant Focus Area: Please indicate focus area for the grant request:

The Sampson County Health Department (SCHD) will focus on “supporting underserved populations: Services for rural and/or underserved populations that are disproportionately affected by COVID-19 - uninsured, communities of color and immigrant populations.”

B. Statement of Need – Purpose:

The Sampson County (SCHD) will address needs that focus on the county and minority communities, including the Hispanic population. Sampson County, one of the largest rural counties in North Carolina, has a population estimated at 63,500 that includes 30% minorities and 20% Hispanic¹. Per US Census Bureau data, 19% of the population has no health insurance². Sampson County, one of the largest counties in the state, is predominately a farming community. During the growing season, the county ranks first in the state for the use of migrant farm workers, employing more than 7,750 workers annually³. The largest commercial business in the county is Smithfield Packing Company, with an approximate 1600 employee work force. Of that work force, it is estimated that 60-70% are Hispanic.

For Hispanics, the culture of extended family living arrangements, jobs that often require close proximity to others and the closeness of migrant farm workers in migrant activities are additional risk factors that contribute to the vulnerability of the Hispanic work force to COVID-19. According to current North Carolina Electronic Disease Surveillance System (NCEDSS) data, 49% of Sampson County’s reported cases of COVID-19 are Hispanic⁴. This number is expected to rise with the influx of migrant farm workers.

A disproportionate number of minorities have tested positive for COVID-19; this includes Black/African American, Native American and Asian populations with approximately 35% reported cases⁴. According to the Center for Disease Control and Prevention (CDC) guidance, underlying health risk factors such as heart disease, cancer and diabetes (with minorities often having multiple risk factors) greatly increase the risk of a poor outcome from COVID-19 infection⁵.

SCHD will focus on testing minority populations to identify and address those with COVID-19 infection. Targeting this group and putting procedures in place to stop the spread of COVID-19 disease will benefit this population and the community.

C. Description of Proposed Activities:

The Sampson County Health Department (SCHD) will provide testing, notification, contact investigation, monitoring of isolation and follow-up for COVID-19. SCHD will focus on minority populations, particularly Hispanics, to increase testing among minority members of the community. This will include minority neighborhoods, churches, businesses that employ minorities to include Hispanics and migrant farm worker camps. With increased testing, a larger number of COVID-19 cases is expected to be identified and isolated to decrease exposure by infected persons. Testing sites will include the SCHD, neighborhoods and migrant farm worker camps as needed. Other testing sites may be added based on any new factors identified during testing or as recommended by the CDC and the North Carolina Department of Health & Human Services (NCDHHS).

The SCHD Communicable Disease Nurse will direct the COVID-19 services project with assistance from the Preparedness Coordinator, Contact Investigator, the Clinic Supervisor, the Nursing Director and the Foreign Language interpreter.

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Sampson County Health Department COVID-19 Fill the Gap Response Fund Proposal

One area that the SCHD will focus on is assisting farmers employing migrant farm workers to identify and test symptomatic individuals, ensure isolation to prevent the spread among the group, contact investigation and follow-up.

Per predicted information from the CDC and NCDHHS, the SCHD plans to provide the COVID-19 services into next year based on the two groups' expectations and current time estimates.

D. Measures of Success:

The goal of the Sampson County SCHD is to stop the transmission of COVID-19 by decreasing exposure to the public by infected persons. Increasing testing, identifying cases and having them self-isolate, providing contact investigations and follow-up among minority groups who disproportionately have tested positive in Sampson County will assist in the goal. County health departments and labs performing COVID-19 testing enter all COVID-19 data into the North Carolina Electronic Disease Surveillance System (NCEDSS). SCHD will use the data for testing and cases graphs to monitor the effects of increased testing on minority groups to identify goal trending, accomplishments and needs.

E. Partner Organizations:

The following partners assist SCHD in the COVID-19 response:

- Goshen Medical Centers: Testing and treatment of practices' patients
- CommWell Health Centers: Testing and treatment of practices' patients and occasional drive-by community testing.
- Sampson Regional Health Center: Testing and treatment of patients as needed.
- Private Providers: Testing and treatment of practices' patients

F. Leveraged Funds:

The Sampson County SCHD does not expect any level of financial support from any partners. The only expected possible sources are North Carolina and Federal government agencies.

G. Organizational Information: See attachment.

References:

¹US Census Bureau Quick Facts:

<https://www.census.gov/quickfacts/fact/table/sampsoncountynorthcarolina,US/PST045219>

²US Census Bureau Quick Facts:

<https://www.census.gov/quickfacts/fact/table/sampsoncountynorthcarolina,US/PST045218>

³NC Farmworker Health Program, Office of Rural Health North Carolina Department of Health and Human Services:

2019 Estimate of Migrant and Seasonal Farmworkers During Peak Harvest by County

⁴North Carolina Electronic Disease Surveillance System (NCEDSS):

COVID19 Demographic & Risk Factor Statistics; Classification: Confirmed, Probable; Jurisdiction: Sampson County.

⁵Center for Disease Control and Prevention (CDC):

<https://www.cdc.gov/coronavirus/2019-nCoV/hcp/index.html>

The North Carolina Healthcare Foundation
Sampson County Health Department COVID-19 Fill the Gap Response Fund Proposal

G. Organizational Information (attachment):

Sampson County Health Department Mission:

The mission of Sampson County Health Department is to preserve, protect and promote the health, environment and well-being of the citizens of Sampson County.

Sampson County Health Department Vision:

The vision of Sampson County Health Department is to provide services, prevent adverse outcomes and promote efforts to improve the quality of life for the residents of Sampson County.

Sampson County Health Department History:

The Sampson County Health Department (SCHD) was first established in 1911. In 1915, the Board of Health adopted its first ordinance which required each household to fumigate if a member of the home had any of the following diseases: measles, mumps, whooping cough, typhoid fever, scarlet fever, tuberculosis or diphtheria. SCHD has been housed in four locations since 1911, including the current location at 360 County Complex Rd., Suite 200, Clinton NC 28328. Since 1911, the health department's services have increased over the years when they are recognized as being an essential factor to the public's health. Each employee is dedicated to ensuring that every man, woman and child residing in Sampson County has the highest possible health status. Traditionally, the focus of public health has been the prevention of diseases, promoting healthy lifestyles and the education of citizens on a variety of health-related concerns.

Sampson County Health Department currently has a staff of 42 employees and provides the following services/programs: Adult Health; Breast & Cervical Cancer Control Program; Care Coordination for Children; Child Health; Communicable Disease/TB; Diabetes Self-Management Program; Environmental Health; Family Planning; Health Promotion/Education; Immunizations; Laboratory Services; Maternal Health; Pregnancy Care Management; Public Health Preparedness & Response; Sexually Transmitted Disease; Vital Records; WISEWOMAN; and WIC. Currently, the following ethnic background percentages best describe the clients served at Sampson County Health Department: Hispanic (46%); Caucasian (32%); African American (20%); Native American (2%).

Governing Board:

The Sampson County Board of Commissioners serves as the governing board for the Sampson County Health Department. The Board of Commissioners include:

Clark Wooten – Chair: Farmer and Business Owner
Sue Lee – Vice Chair: Business Owner
Thaddeus Godwin – Member: Pastor of Lisbon Street Baptist Church
Jerol Kivett – Member: Business Owner and Farmer
Harry L. Parker – Member: Retired County Employee



**NORTH CAROLINA
HEALTHCARE FOUNDATION**

**Fill The GAP FUND GRANT REQUEST
Budget Form**

Organization Name: Sampson County Health Department

Budget Timeframe: From time the grant is received until at least six (6) - nine (9) months minimum.

Category	Narrative/Justification	Amount
Program Expenses		
Supplies	250 Nasal tests or Anitbody tests - whichever are needed @ 100.00 each	\$ 25,000.00
Supplies	4000 surgical face masks @ 1.00 each	\$ 4,000.00
Supplies	500 diposable gowns for testing @ 3.50 each	\$ 1,750.00
Supplies	1 case of 10 boxes small exam gloves @ 8.00 each	\$ 80.00
Supplies	1 case of 10 boxes medium exam gloves @ 4.50 each	\$ 45.00
Supplies	1 case of 10 boxes of large exam gloves @ 4.50 each	\$ 45.00
Supplies	6 touchless thermometers @ 89.00 each	\$ 534.00
Staffing	Contract Investigator - 16 hrs/wk @ 43.29/hr x 26 weeks	\$ 18,009.00
Staffing	Communicable Disease Nurse - 55 % salary & fringe for 6 months	\$ 21,784.00
Staffing	Prepardness Nurse - 6 months salary & fringe	\$ 37,529.00
Staffing	Nursing Superisor - 20% salary & fringe for 6 months	\$ 7,752.00
Staffing	Nursing Director - 20% salary & fringe for 6 months	\$ 8,802.00
Staffing	Foreign Language Interpreter - 6 months salary & fringe	\$ 24,670.00
<p>Sampson County Health Department is requesting \$31,454.00 in supplies and \$118,546.00 in salaries for staffing for a total request of \$150,000.00. We do not plan to use any of the funding for indirect expenses.</p>		
Direct	Subtotal Direct Program Expenses	\$ 150,000.00
Indirect	10% of Total Program Expenses	\$ -
Program Expenses Total		\$ 150,000.00
Capital Expenses		
Direct	Subtotal Capital Expenses	\$ -
Indirect	5% of Total Program Expenses	\$ -
Capital Expenses Total		\$ -
Total Direct Expenses		\$ 150,000.00
We do not plan to used any funds for indirect expenses. Total Indirect Expenses		\$ -
Total Budget		\$ 150,000.00
Optional: List any additional sources of funding that will support the need		
	Name of Funder	Amount

Instructions:

1. Enter the name of the organization applying for grant funding and the estimated project timeframe.
2. Enter budget categories based on your project needs, detailed justification for each line item, and the total amount per category. Proposal budget should be between \$25,000-\$150,000.
3. Indirect allowances: Recipients may receive a flat 10% indirect for program expenses and 5% for Capital Expenses. Indirect amounts will be auto-calculated based on the sub-totals of each major expense category.
4. Optional: List any additional sources of funding or in kind support available.
5. Upload completed budget form with other grant application materials.

All documents available in Spanish upon request" Estos documentos están disponibles a petición del interesado

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

MEMO

To: Ed Causey
County Manager

Susan Holder
Assistant County Manager *W*

From: Wanda Robinson *WR*
Health Director

Date: May 20, 2020

Subject: Consent Agenda Item -Uncollectible Account Balance Write-Off

On April 6, 2020, the Health Department was notified by Amanda Willis of an uncollectable account in the amount of \$200.09.

The client was seen in our clinic on February 6, 2002 and passed away on July 19, 2007 without an estate. The balance of \$200.09 has been removed from the collections data base as uncollectible according to the notification we received.

On May 18, 2020, the Health Advisory Board approved the amount of \$200.09 to be written off of the Health Department's Accounts Receivable System.

We are requesting County Commissioner approval to write off this account in the amount of \$200.09 and remove it from our Accounts Receivable System.

Please see me if you have any questions.

Thank you.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: June 1, 2020

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. Request for Small Business Support

From: Lethia Lee

1758 Bland School Road

Harrells, NC 28444

Sampson County Board of Commissioner Elect District 4

910-990-7907

lrlee@intrstar.net

May 20th 2020

To: Sampson County Manager& Sampson County Commissioners

I am writing you in regards to small Businesses I am very much concerned about their survival and what will happen in the process of them trying to get over this pandemic. That by no fault of their own find themselves a victim. Every organization need support in order to accomplish all that it would accomplish. These are the times when getting help from others can change an organizations direction and help small Business to keep the power to make a difference in their communities and County. They need someone to advocate for them I am that person because I believe in their purpose. It is indeed time to help when you see someone that have spent the biggest part of their career doing something they love and at the same time giving back to the places they live. I cannot say enough about their struggle and determination.

I am requesting some of the funds the County have received for Coronavirus Relief funds be allocated to the small business in Sampson County they need help in order to keep their doors open until they can get back on their feet.

The guidance for the funding states that it is designed to provide ready funding to address unforeseen financial needs and risks created by the Corvid-19 public health emergency.

Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as the expenditures related to the provision of grants to small business to reimburse the cost of business interruption caused by required closure, would constitute eligible expenditures of Funds payments. Would such expenditures be eligible in the absence of a stay at-home order?

Answer: Funds payments may be used for economic support in the absence of a stay-at -home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small business that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the Covid-19 public health emergency.

This problem was brought to my attention by some of my continents, and people that have a great interest in this problem.

If I can be of further assistance, or provide you with any further information, please do not hesitate to contact me.

Lethia Lee

PUBLIC COMMENT POLICIES AND PROCEDURES
Revised June, 2018

In accordance with NCGS 153A-52.1, 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. 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.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name, and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to 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.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

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. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

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. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.