



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
May 3, 2021**

This meeting is to be held during the unprecedented event of the COVID-19 pandemic. Given concerns for social distancing and limiting potential exposure, we also broadcast the meeting via YouTube. Comments related to public hearings and Public Comment have been welcomed via US Mail and email.

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

- | | | |
|---------------|---|---------------------------|
| Item 1 | Planning & Zoning Matters | 1 - 25 |
| | a. Consideration of Preliminary Plan for Murray Farms (26-lot, RA)
Located on Phillips Road | 12 - 19 |
| | b. Consideration of Preliminary Plan for Taylors Creek Phase II (23-lot, R)
Located on Autry Mill Road | 20 - 25 |
| | c. (Public Hearing) Amendments to the County's Land Use Ordinance to
Implement Changes Required by NCGS Chapter 160D | separate
files |
| Item 2 | Action Items | |
| | a. Consideration of Budget Adoption Calendar | 26 |
| | b. Consideration of Medicaid Managed Care NEMT Provider Agreements
with ModivCare and OneCall | 27 - 74 |
| | c. Appointments | 75 - 77 |
| | <ul style="list-style-type: none">• Social Services Advisory Board• Sampson Community College Board of Trustees• Workforce Development Board | |
| Item 3 | Consent Agenda | 78 |
| | a. Approve the minutes of the April 5, 2021 and April 22, 2021 meetings | 79 - 87 |
| | b. Authorize County Manager to engage the law firm of Ogletree,
Deakins, Nash, Smoak & Stewart, PC, and demographer John Morgan
to assist with redistricting | 88 - 91 |
| | c. Adopt a Capital Project Ordinance concerning airport construction
(State Aid to Airports Grant - Runway 24 Grant), approve the Scope of
Work/Professional Services Contract with AVCON Engineers, and
adopt the associated budget amendment | 92 - 158 |

Item 3 Consent Agenda, continued

- | | |
|--|-----------|
| d. Approve the execution of the contract between Sampson County and Central Carolina Holdings, LLC for scrap tire recycling and disposal | 159 - 166 |
| e. Declare obsolete Sheriff's Office radios (per submitted list) as surplus and authorize sale to Sunny Communications at a price of \$25 each | 167 - 175 |
| f. Approve Revision #2 of the County Funding Plan for the Home and Community Care Block Grant for Older Adults | 176 |
| g. Approve the tax refunds and releases as submitted | 177 - 182 |
| h. Approve budget amendments as submitted | 183 - 190 |

Item 4 County Manager's Reports

Item 5 Public Comment Period 191 - 192

Comments will be received orally from those present, following the Board's established Rules of Procedure. In addition, written comments will be accepted until 5 pm on the date of the meeting 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).

Recess to Reconvene

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a-c)

Meeting Date: May 3, 2021	<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 checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues

DEPARTMENT: Inspections and Planning Department

PUBLIC HEARING: Item a & b - no
Item c - yes

CONTACT PERSON: Austin Brinkley, Senior Planner
Joel Starling, County Attorney

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

ATTACHMENTS: Planning Staff Memoranda; Plat Documents
Amended Land Use Regulations Provided as Separate File

BACKGROUND:

- a. Consideration of Preliminary Plan for Murray Farms (26-lots, RA) Mr. Brinkley will review the request for approval of the preliminary plan for the 26-lot Murray Farms Subdivision, located on Phillips Road. The preliminary plan was reviewed by the Planning Board at their April 12, 2021 meeting and unanimously recommended for approval.

- b. Consideration of Preliminary Plan for Taylors Creek Phase II (23-lots, R) Mr. Brinkley will review the request for approval of the preliminary plan for the 23-lot Taylors Creek Phase II Subdivision, located on Autry Mill Road. The preliminary plan was reviewed by the Planning Board at their April 12, 2021 meeting and unanimously recommended for approval.

- c. **(Public Hearing)** Amendments to the County’s Land Use Ordinances to Implement Changes Required by NCGS Chapter 160D The Chairman should open the hearing and call upon Mr. Brinkley to review proposed amendments to the Communications Tower Ordinance, Flood Damage Prevention Ordinance, Interstate Highway Outdoor Advertising Ordinance, Junk Yard Control Ordinance, Manufactured Home Park Ordinance, Planning Board By-Laws, Subdivision Regulations, and Zoning Ordinance. The Chairman should call upon the Clerk to read any comments which have been submitted prior to the hearing, then close the hearing.

(see next page)

RECOMMENDED ACTION OR MOTION:

- a. Approve the preliminary plan for Murray Farms, as recommended by the Planning Board
- b. Approve the preliminary plan for Taylors Creek Phase II, as recommended by the Planning Board
- c. Separate votes are required for approval of each of the amended land use regulation documents:
 - Communications Tower Ordinance
 - Flood Damage Prevention Ordinance
 - Interstate Highway Outdoor Advertising Ordinance
 - Junk Yard Control Ordinance
 - Manufactured Home Park Ordinance
 - Planning Board By-Laws
 - Subdivision Regulations
 - Zoning Ordinance

**It is important to note that for land use ordinances, they can be adopted when introduced if all Board members are present and voting. If for some reason all Board members are not present, adoption of the ordinances requires a second reading at the next regular meeting.*

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
Susan Holder, Assistant County Manager

From: Austin Brinkley, Senior Planner, CZO, CFM

Subject: May 3, 2021, Board of Commissioners Meeting

Date: April 21, 2021

MURRAY FARMS (PRELIMINARY PLAN)

The Preliminary Plan for **Murray Farms** was reviewed by the Sampson County Planning Board at their April 12, 2021, meeting. Austin Brinkley, Senior Planner, provided an overview of the preliminary plan which proposes 26 single-family lots being created. The subdivision is located on Phillips Road and the subject property is located within the Residential Agricultural (RA) Zoning District. The properties will be served by individual septic systems and county water. The street serving the subdivision is proposed to be a public right-of-way. There are no proposed parcels located in the regulated floodplain nor are there any proposed parcels located in the 404 wetlands.

Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

TAYLORS CREEK PHASE II (PRELIMINARY PLAN)

The Preliminary Plan for **Taylors Creek Phase II** was reviewed by the Sampson County Planning Board at their April 12, 2021, meeting. Austin Brinkley, Senior Planner, provided an overview of the preliminary plan which proposes 23 single-family lots being created. The subdivision is located on Autry Mill Road and the subject property is located within the Residential (R) Zoning District. The properties will be served by individual septic systems and county water. The street serving the subdivision is proposed to be a public right-of-way. There are no proposed parcels located in the regulated floodplain nor are there any proposed parcels located in the 404 wetlands.

Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

SUBDIVISION REGULATIONS

The proposed amendments and update to the Subdivision Regulations were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes as well as new plat approval requirements, updated definitions, new “Family Subdivision” standards, language that allows for a more thorough plan review, updated submittal process, new secondary access requirements, updated “flag lot” requirements, and the introduction of an “Articles of Agreement” among other

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updates and revisions. Austin Brinkley, Senior Planner, provided an overview of all Subdivision Regulation updates. The Planning Board voted unanimously to recommend adoption of the Subdivision Regulations.

ZONING ORDINANCE

The proposed amendments and update to the Zoning Ordinance were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes as well as updated definitions, Ordinance reorganization, updated site plan requirements, updated violation notice standards, introduction of a minor administrative allowance for modification, new Home Occupation standards, new thoroughfare setbacks, updated buffer requirements, multi-family development standards, updated accessory structure and accessory dwelling standards, language and terminology changes, allowances for temporary and unique uses, updated table of uses which includes breweries, wineries and distilleries as special uses, and use specific requirements. Austin Brinkley, Senior Planner, provided an overview of all Zoning Ordinance updates. The Planning Board voted unanimously to recommend adoption of the Zoning Ordinance.

* Staff has added the requirement that approved Variances must be recorded with the Register of Deeds in the same manner that approved Special Use Permits are. This was not in the Ordinance that was recommended for approval by the Planning Board but it was intended to be part of the version sent to the Planning Board.

MANUFACTURED HOME PARK ORDINANCE

The proposed amendments and update to the Manufactured Home Park Ordinance were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes. Austin Brinkley, Senior Planner, provided explanation to the Planning Board for any portions of the Ordinance that needed further clarity. The Planning Board voted unanimously to recommend adoption of the Manufactured Home Park Ordinance.

COMMUNICATIONS TOWER ORDINANCE

The proposed amendments and update to the Communications Tower Ordinance were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes. Austin Brinkley, Senior Planner, provided explanation to the Planning Board for any portions of the Ordinance that needed further clarity. The Planning Board voted unanimously to recommend adoption of the Communications Tower Ordinance.

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FLOOD DAMAGE PREVENTION ORDINANCE

The proposed amendments and update to the Flood Damage Prevention Ordinance were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes. Austin Brinkley, Senior Planner, provided explanation to the Planning Board for any portions of the Ordinance that needed further clarity. The Planning Board voted unanimously to recommend adoption of the Flood Damage Prevention Ordinance.

JUNKYARD CONTROL ORDINANCE

The proposed amendments and update to the Junkyard Control Ordinance were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes. Austin Brinkley, Senior Planner, provided explanation to the Planning Board for any portions of the Ordinance that needed further clarity. The Planning Board voted unanimously to recommend adoption of the Junkyard Control Ordinance.

PLANNING BOARD BY-LAWS

The proposed amendments and update to the Planning Board By-Laws were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes. Austin Brinkley, Senior Planner, provided explanation to the Planning Board for any portions of the By-Laws that needed further clarity. The Planning Board voted unanimously to recommend adoption of the Planning Board By-Laws.

INTERSTATE HIGHWAY OUTDOOR ADVERTISING ORDINANCE

The proposed amendments and update to the Interstate Highway Outdoor Advertising Ordinance were reviewed by the Sampson County Planning Board at their April 12, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes. Austin Brinkley, Senior Planner, provided explanation to the Planning Board for any portions of the Ordinance that needed further clarity. The Planning Board voted unanimously to recommend adoption of the Interstate Highway Outdoor Advertising Ordinance.

Sampson County Planning Department

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Minutes of the Sampson County Planning Board

Meeting Date

April 12, 2021

Members Present

Marilyn Brooks
Houston Crumpler, III
Jay Darden
Gail Gainey
Jason Tyndall

Members Absent

County Attorney Joel Starling, Senior Planner Austin Brinkley, and Planner Michelle Lance were also present.

Marilyn Brooks gave the invocation and Chairman Crumpler led the Pledge of Allegiance.

Minutes Approved

Chairman Crumpler asked the Board to review the minutes of the March 8, 2021, meeting. Jay Darden made a motion that the minutes be approved as presented. The motion was seconded by Gail Gainey.

Ayes: Unanimous

New Business

BAA21-01 Sunrise Properties & Rentals, LLC Variance Request

A variance request by Sunrise Properties & Rentals, LLC, from the minimum lot depth requirement of the Sampson County Zoning Ordinance.

The property owner Jimmy Tyndall, and Austin Brinkley, Senior Planner, were sworn in to provide testimony.

Senior Planner, Austin Brinkley, presented a variance request submitted by Jimmy Tyndall, and offered the following proposed findings of fact for consideration by the Board:

1. Jimmy Tyndall has signed the application as the property owner of the property under consideration.
2. The property is zoned RA- Residential Agricultural.
3. The property consists of approximately 1.21 acres.
4. The variance request is to allow for a minimum lot depth of 133.71 feet.
5. The Zoning Ordinance requires that lots in a Residential Agricultural (RA) district have a minimum lot depth of 150ft.
6. All adjacent property owners have been notified by mail and the property has been posted.

In accordance with section 10.3 (B) Zoning Variances of the Sampson County Zoning Ordinance, the Planning Board shall vary any of the provisions of the ordinance upon a showing of all the following:

- a. Unnecessary hardship would result from the strict application of the Zoning Ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- b. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
- c. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
- d. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

Applicant and property owner Jimmy Tyndall testified that prior to purchasing the subject property he verified with the Sampson County Zoning Department that his projected use of the property would be permitted. It was not until after his purchase, when the property was surveyed, that it was discovered the minimum lot depth requirement of 150ft would not be met. Mr. Tyndall testified that because of the Hwy 24 right-of-way expansion, the depth of his property decreased, otherwise he would have met the 150ft depth requirement.

Decision

There being no opposition, Chairman Houston Crumpler III closed the public hearing and called for a vote from the Board.

Marilyn Brooks made a motion that unnecessary hardship would result from the strict application of the Zoning Ordinance. The motion was seconded by Jay Darden and was approved unanimously.

Houston Crumpler III made a motion that the applicant produced sufficient evidence that the hardship results from conditions that are peculiar to the property, such as location, size, or topography. The motion was seconded by Marilyn Brooks and was approved unanimously.

Jay Darden made a motion that the application produced sufficient evidence that the hardship did not result from actions taken by the applicant or the property owner. The motion was seconded by Jason Tyndall and was approved unanimously.

Houston Crumpler III made a motion that the applicant provided sufficient evidence that the requested variance is consistent with the spirit, purpose, and intent of the Zoning Ordinance, such that public safety is secured, and substantial justice is achieved. The motion was seconded by Marilyn Brooks and was approved unanimously.

The applicant's request for a variance was approved.

Subdivision Plan Review

Preliminary Plan- Murray Farms - A 26 lot preliminary plan request by developer Stout Land Development, LLC, located on Phillips Rd., Dunn, NC.

Senior Planner, Austin Brinkley, presented "Murray Farms," a 26-lot preliminary plan request by Stout Land Development, LLC, located on Phillips Rd in the Mingo Township. The developer proposes to subdivide 34.1 acres owned by CPS Tew, LLC into 26 single-family lots that will be served by County water and individual septic systems. Mr. Brinkley recommended approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance and entertained questions and comments from the Board.

Member Marilyn Brooks made a motion that the submitted preliminary plan be recommended for approval to the Sampson County Board of Commissioners. The motion was seconded by Jay Darden and unanimously recommended for approval by the Board.

Ayes: Unanimous

Preliminary Plan- Taylors Creek Phase II – A 23 lot preliminary plan request by developer JT Property Management of NC, LLC, located on Autry Mill Rd., Godwin, NC.

Senior Planner, Austin Brinkley, presented "Taylors Creek Subdivision Phase II" a 23-lot preliminary plan request by developer and property owner JT Property Management of NC, LLC. The developer proposes to subdivide 17.3 acres located on Autry Mill Rd. in the Mingo Township into 23 single-family lots that will be served by County water and individual septic systems. Mr. Brinkley recommended approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

Member Gail Gainey made a motion that the preliminary plan as submitted be recommended for approval to the Sampson County Board of Commissioners. The motion was seconded by Jason Tyndall and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Other Business

Ordinance Review

Although effective now, the new Chapter 160D of the North Carolina General Statutes, tasked local governments to adopt necessary amendments and conform all county zoning, subdivision, and other developments regulations to be updated by July 1, 2021 to correspond with the new law. Senior Planner, Austin Brinkley, presented amended versions of the Sampson County Subdivision, Zoning, Manufactured Home Park, Cell Tower, Junkyard, Interstate Highway Outdoor Sign, Flood Ordinances, and the Planning Board by Laws. Mr. Brinkley informed the Board that all ordinances were now 160D compliant and highlighted a few proposed changes to the Subdivision and Zoning Ordinances. The Subdivision Ordinance modifications included Chapter 160D compliance, updated definitions to provide clarity, a new family division exemption, establishment of a Technical Review Committee (TRC), a revised plat approval procedure, secondary access requirements and new flag lot requirements.

Developer Roy Tew, spoke concerning some of the proposed changes to the Subdivision Ordinance and inquired of Mr. Brinkley if developers would be allowed to attend TRC (Technical Review Committee) meetings and if a certification letter from a soil scientist could be accepted in lieu of the proposed requirement of a soil scientist certificate on the plat.

Mr Brinkley acknowledged and addressed the concerns of Mr. Tew and asked that the Board consider the requirement of the soil scientist certificate on the plat in the best interests of potential buyers.

Member Jason Tyndall made a motion that the Subdivision Ordinance as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Marilyn Brooks and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Mr. Brinkley highlighted the proposed changes made to the Zoning Ordinance. The Zoning Ordinance modifications included Chapter 160D compliance, reorganization of the Ordinance, updated site plan requirements, introduction of a major thoroughfare setback, updated accessory structure standards, the introduction of accessory, temporary, and unique uses, and a zoning table of uses.

Member Jay Darden made a motion that the Zoning Ordinance as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Jason Tyndall and was unanimously recommended for approval by the Board.

Ayes: Unanimous

The Manufactured Home Park, Cell Tower, Junkyard, Interstate Highway Outdoor Sign, Flood Ordinance and The Planning Board by Laws were presented by Senior Planner, Austin Brinkley, with the needed modifications to be 160D compliant.

Chairman, Houston Crumpler III, made a motion that the Manufactured Home Park Ordinance as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Gail Gainey and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Chairman, Houston Crumpler III, made a motion that the Cell Tower Ordinance as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Gail Gainey and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Chairman, Houston Crumpler III, made a motion that the Junkyard Ordinance as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Jay Darden and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Chairman, Houston Crumpler III, made a motion that the Interstate Highway Outdoor Sign Ordinance as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Jason Tyndall and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Chairman, Houston Crumpler III, made a motion that the Interstate Highway Outdoor Sign Ordinance as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Jason Tyndall and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Member Gail Gainey made a motion that the Planning Board by Laws as presented be recommended for approval by the Sampson County Board of Commissioners. The motion was seconded by Marilyn Brooks and was unanimously recommended for approval by the Board.

Ayes: Unanimous

There being no further business, Chairman Crumpler called for a motion to adjourn. Motion to adjourn was made by Marilyn Brooks and seconded by Gail Gainey.

The Planning Board adjourned at 7:15 p.m.

Houston Crumpler III, Chairman

Austin Brinkley, Secretary

Public Notice

Sampson County, North Carolina

A public hearing will be held by the Sampson County Board of Commissioners in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328, on May 3, 2021, at 6:00 p.m. The purpose of the public hearing is to receive comments on proposed amendments to the Sampson County Communications Tower Ordinance, Flood Damage Prevention Ordinance, Interstate Highway Outdoor Advertising Ordinance, Junk Yard Control Ordinance, Manufactured Home Park Ordinance, Planning Board By-Laws, Subdivision Regulations, and Zoning Ordinance. The proposed amendments are intended to implement the land-use regulation changes required by Chapter 160D of the North Carolina General Statutes, which was recently enacted by the North Carolina General Assembly in order to clarify, consolidate, and reorganize the state's land-use regulations. The amendments also include substantial changes to the Sampson County Subdivision Regulations and Zoning Ordinance, including new preliminary plat approval requirements, a revised table of zoning uses, new standards for accessory dwellings and structures, and new home occupation standards. Changes to the proposed amendments will be considered in response to comments received. A copy of the proposed amendments can be viewed prior to the hearing at the Planning and Zoning Department, located at 405 County Complex Road, Building B, Clinton, NC 28328. For more information, contact Austin Brinkley at (910) 592-0146.

Publish

April 10, 2021

April 17, 2021

Murray Farms STAFF REPORT

Sampson County Planning & Zoning

Preliminary Plan

PROPOSAL SUMMARY

PRELIMINARY PLAN: Murray Farms

Property Location: Phillips Road

Request: Developer proposes to subdivide 34.1 acres into 26 single-family lots

Surveyor/Engineer: 4D Site Solutions, Inc.

Developer: Stout Land Development, LLC

Applicant: 4D Site Solutions, Inc.

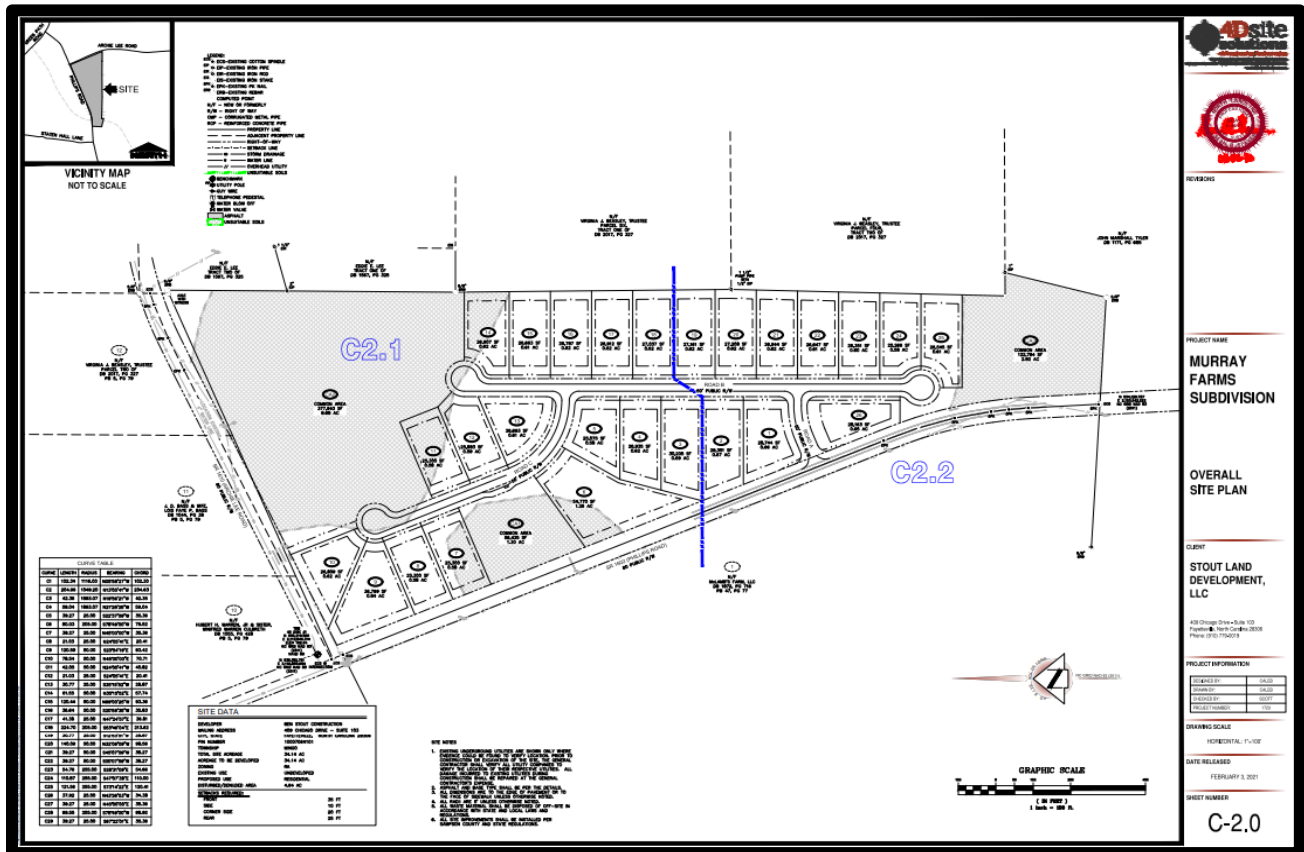
Existing Land Use: Vacant

Property Owner: CPS Tew, LLC

Zoning District: Residential Agricultural (RA)

PIN # 10007064101

Township: Mingo



SUMMARY OF ANALYSIS & RECOMMENDATION

Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

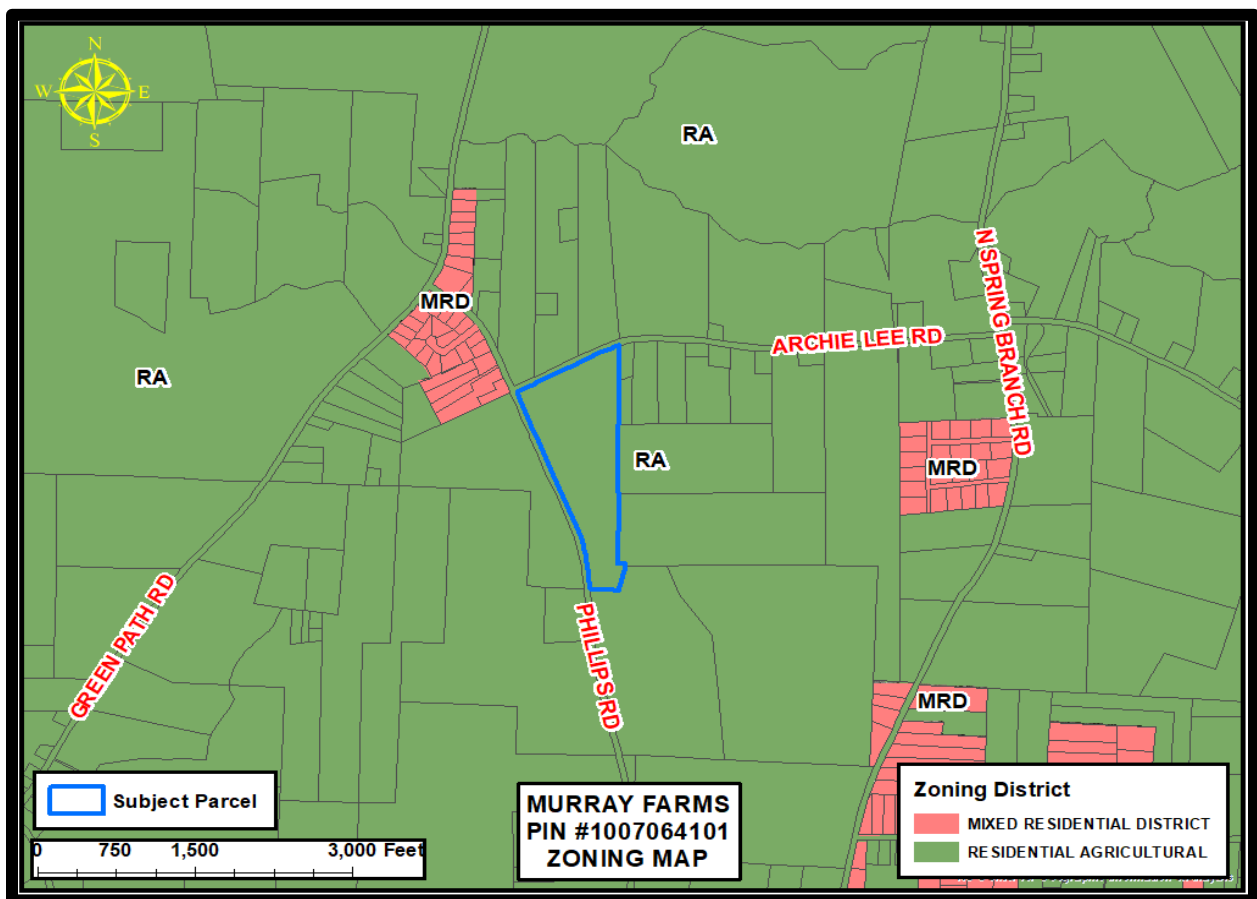
Murray Farms STAFF REPORT

ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

Sampson County Land Use Plan

The subject property is in the area designated as Residential Growth. This area has been determined to have a greater potential for development than the eastern and southern portions of Sampson County. Appropriate uses in the Residential Growth area include single-family home sites, residential subdivisions and manufactured home parks.

Zoning



The subject property is located in the Residential Agricultural (RA) Zoning District. The purpose of the Residential Agricultural (RA) Zoning District is to provide an environment for residential use at densities that correspond with the available services and general farming operations as defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to

Murray Farms STAFF REPORT

protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be allowed with conditions or by special use.

Environmental Site Conditions

- **Flood** – The parcel is not located within the regulated floodplain.
- **Wetlands** – There are no wetlands located on the subject parcel.

Water & Sewer Utilities

- The lots will be served by Sampson County water and individual septic systems.

Transportation

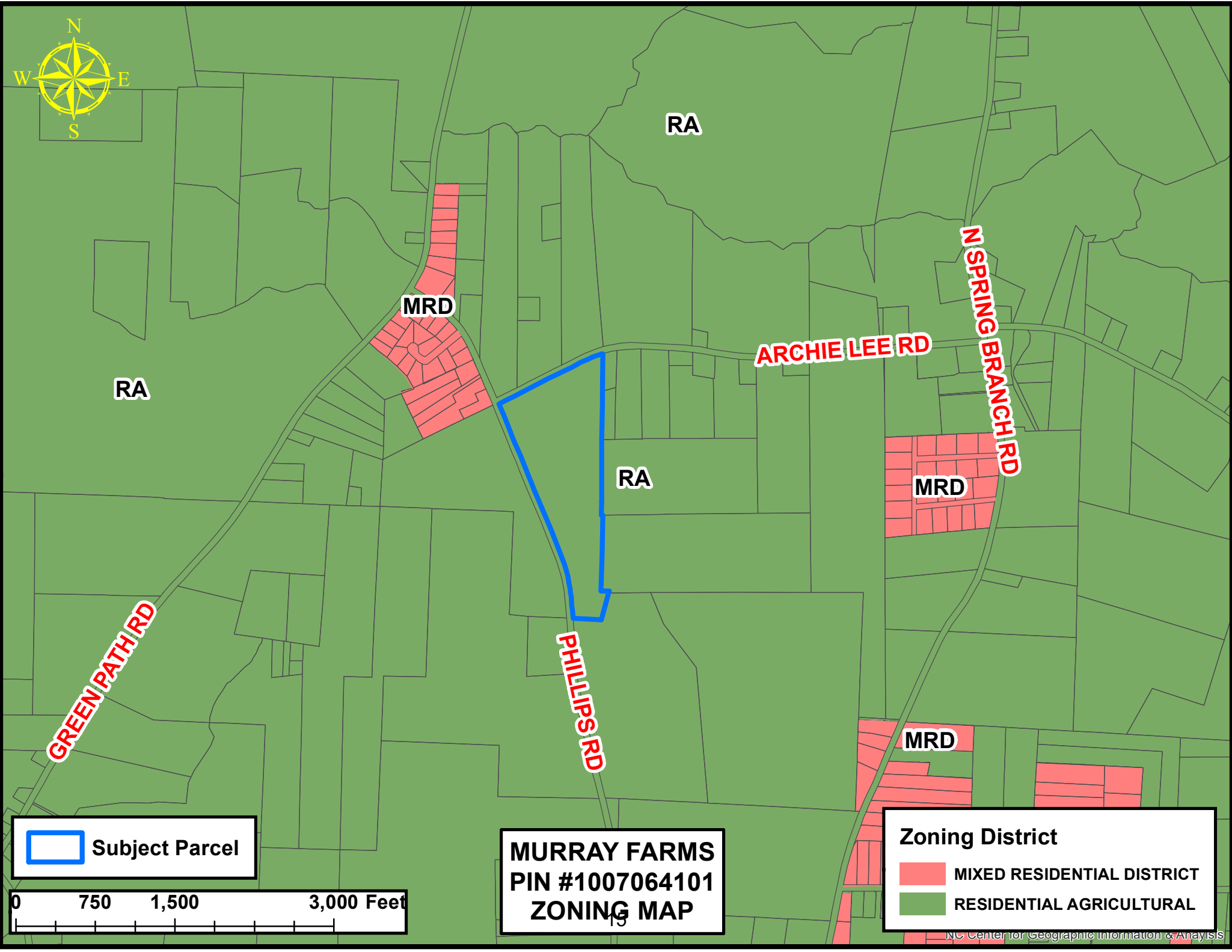
Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Design Capacity (ADT)
2016	Archie Lee Rd.	1,900	9,300

Fire Service Protection

- Fire service is provided by the Plain View Fire Department

District Schools

- Midway School District




 Subject Parcel

0 750 1,500 3,000 Feet

MURRAY FARMS
PIN #1007064101
ZONING MAP

Zoning District


-  MIXED RESIDENTIAL DISTRICT
-  RESIDENTIAL AGRICULTURAL



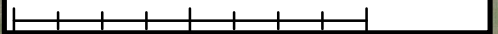
GREEN PATH RD

ARCHIE LEE RD

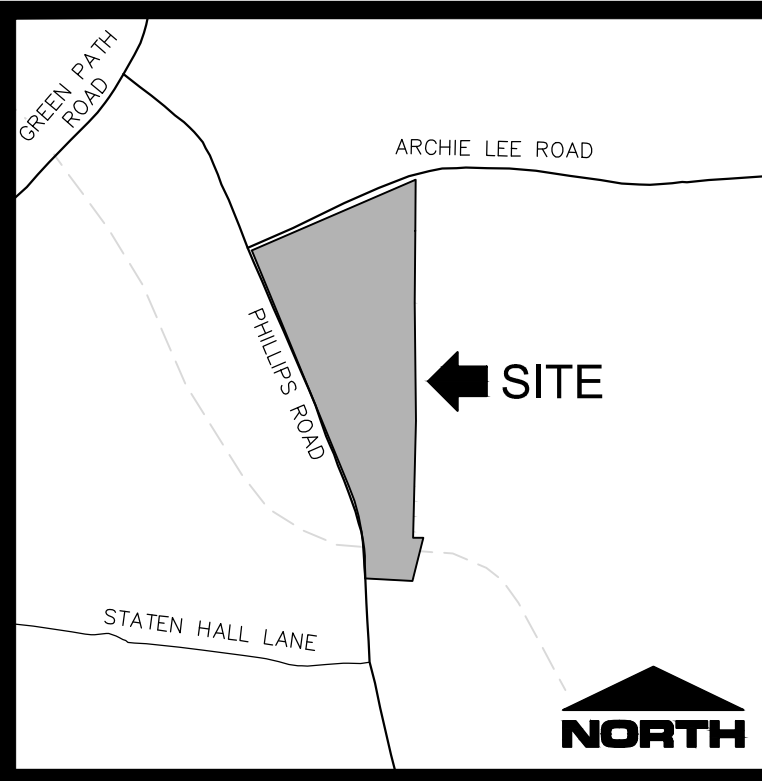
PHILLIPS RD

 **Subject Parcel**

0 250 500 1,000 Feet

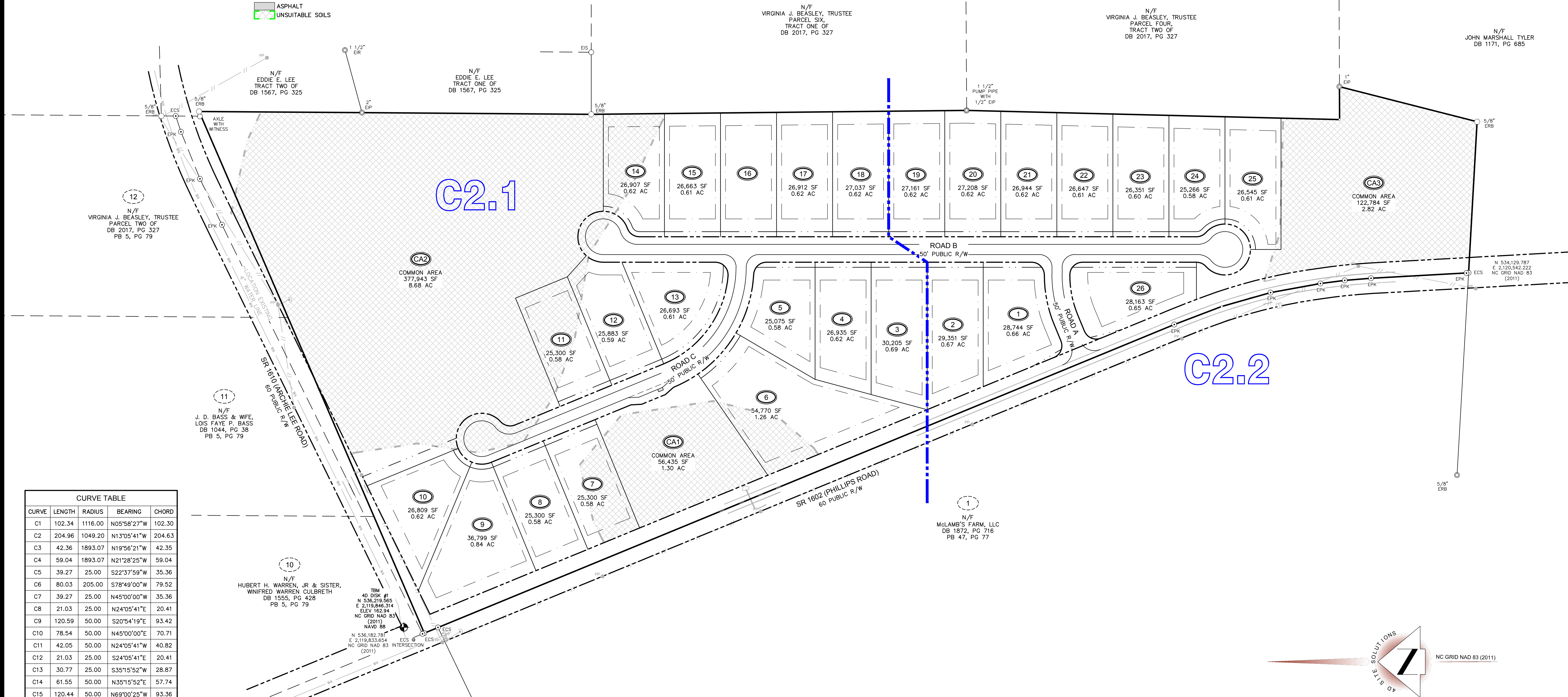


MURRAY FARMS
PIN #10007064101
PRELIMINARY SUBDIVISION



VICINITY MAP
NOT TO SCALE

- LEGEND:**
- ECS - EXISTING COTTON SPINDLE
 - EP - EXISTING IRON PIPE
 - ER - EXISTING IRON ROD
 - ES - EXISTING IRON STAKE
 - EPK - EXISTING PK NAIL
 - ERB - EXISTING REBAR
 - - COMPUTED POINT
 - N/F - NOW OR FORMERLY
 - R/W - RIGHT OF WAY
 - CMP - CORRUGATED METAL PIPE
 - RCP - REINFORCED CONCRETE PIPE
 - - PROPERTY LINE
 - - - ADJACENT PROPERTY LINE
 - - - RIGHT-OF-WAY
 - - - SETBACK LINE
 - SD - STORM DRAINAGE
 - W - WATER LINE
 - - OVERHEAD UTILITY
 - /// - UNSUITABLE SOILS
 - BM - BENCHMARK
 - UP - UTILITY POLE
 - GW - GUY WIRE
 - TP - TELEPHONE PEDESTAL
 - WB - WATER BLOW OFF
 - WV - WATER VALVE
 - AS - ASPHALT
 - US - UNSUITABLE SOILS

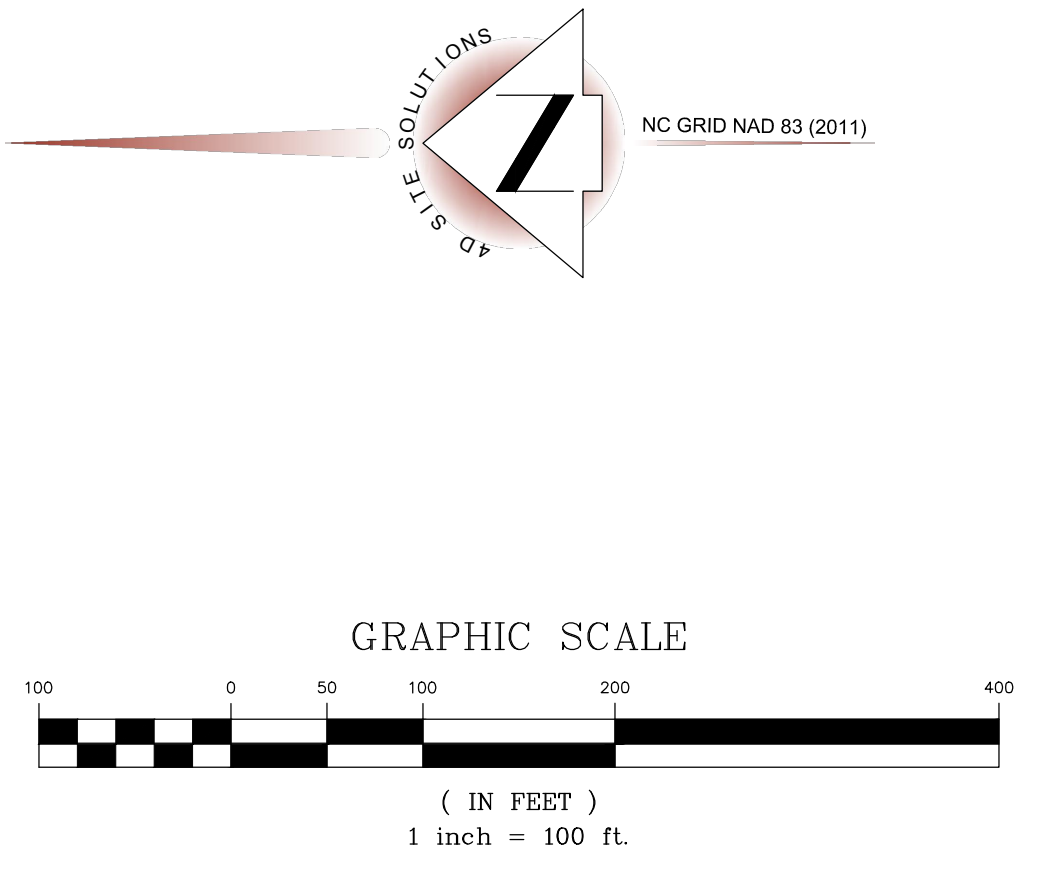


CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	102.34	1116.00	N05°58'27"W	102.30
C2	204.96	1049.20	N13°05'41"W	204.63
C3	42.36	1893.07	N19°56'21"W	42.35
C4	59.04	1893.07	N21°28'25"W	59.04
C5	39.27	25.00	S22°37'59"W	35.36
C6	80.03	205.00	S78°49'00"W	79.52
C7	39.27	25.00	N45°00'00"W	35.36
C8	21.03	25.00	N24°05'41"E	20.41
C9	120.59	50.00	S20°54'19"E	93.42
C10	78.54	50.00	N45°00'00"E	70.71
C11	42.05	50.00	N24°05'41"W	40.82
C12	21.03	25.00	S24°05'41"E	20.41
C13	30.77	25.00	S35°15'52"W	28.87
C14	61.55	50.00	N35°15'52"E	57.74
C15	120.44	50.00	N69°00'25"W	93.36
C16	36.64	50.00	S20°59'35"W	35.83
C17	41.38	25.00	N47°24'57"E	36.81
C18	224.70	205.00	S53°46'04"E	213.62
C19	30.77	25.00	S12°53'51"W	28.87
C20	140.09	50.00	N32°06'09"W	98.56
C21	39.27	50.00	S45°07'59"W	38.27
C22	39.27	50.00	S00°07'59"W	38.27
C23	54.76	255.00	S28°31'09"E	54.66
C24	110.87	255.00	S47°07'38"E	110.00
C25	121.56	255.00	S73°14'22"E	120.41
C26	37.92	25.00	N43°26'53"W	34.38
C27	39.27	25.00	N45°00'00"E	35.36
C28	99.55	255.00	S78°49'00"W	98.92
C29	39.27	25.00	S67°22'01"E	35.36

SITE DATA

DEVELOPER	BEN STOUT CONSTRUCTION
MAILING ADDRESS	409 CHICAGO DRIVE - SUITE 103
CITY, STATE	FAYETTEVILLE, NORTH CAROLINA 28306
PIN NUMBER	10007064101
TOWNSHIP	MINCO
TOTAL SITE ACREAGE	34.14 AC
ACREAGE TO BE DEVELOPED	34.14 AC
ZONING	RA
EXISTING USE	UNDEVELOPED
PROPOSED USE	RESIDENTIAL
DISTURBED/DENUEDED AREA	4.97 AC
SETBACKS REQUIRED:	
FRONT	35 FT
SIDE	10 FT
CORNER SIDE	20 FT
REAR	25 FT

- SITE NOTES**
- EXISTING UNDERGROUND UTILITIES ARE SHOWN ONLY WHERE EVIDENCE COULD BE FOUND TO VERIFY LOCATION. PRIOR TO CONSTRUCTION OR EXCAVATION OF THE SITE, THE GENERAL CONTRACTOR SHALL VERIFY ALL UTILITY COMPANIES TO VERIFY THE LOCATION OF THEIR RESPECTIVE UTILITIES. ALL DAMAGE INCURRED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED AT THE GENERAL CONTRACTOR'S EXPENSE.
 - ASPHALT AND BASE TYPE SHALL BE PER THE DETAILS.
 - ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT OR TO THE FACE OF SIDEWALK UNLESS OTHERWISE NOTED.
 - ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
 - ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
 - EASEMENTS LOCATED ON LOTS WILL BE MAINTAINED BY THE HOMEOWNER. EASEMENTS LOCATED IN THE COMMON AREA WILL BE MAINTAINED BY THE HOA.
 - THE HOA WILL BE RESPONSIBLE FOR MAINTAINING THE MAIL KIOSK AREA.
 - THE PROPERTY IS LOCATED WITHIN THE PLAIN VIEW FIRE DISTRICT.
 - NO DIRECT ACCESS IS ALLOWED TO PHILLIPS ROAD OR ARCHIE LEE ROAD. ALL LOTS WILL BE ACCESS INTERNALLY THROUGH THE NEW STREETS.
 - ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER SAMPSON COUNTY AND STATE REGULATIONS.



REVISIONS

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES

PROJECT NAME

MURRAY FARMS SUBDIVISION

OVERALL SITE PLAN

CLIENT

STOUT LAND DEVELOPMENT, LLC

409 Chicago Drive - Suite 103
 Fayetteville, North Carolina 28306
 Phone: (910) 779-0019

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1723

DRAWING SCALE

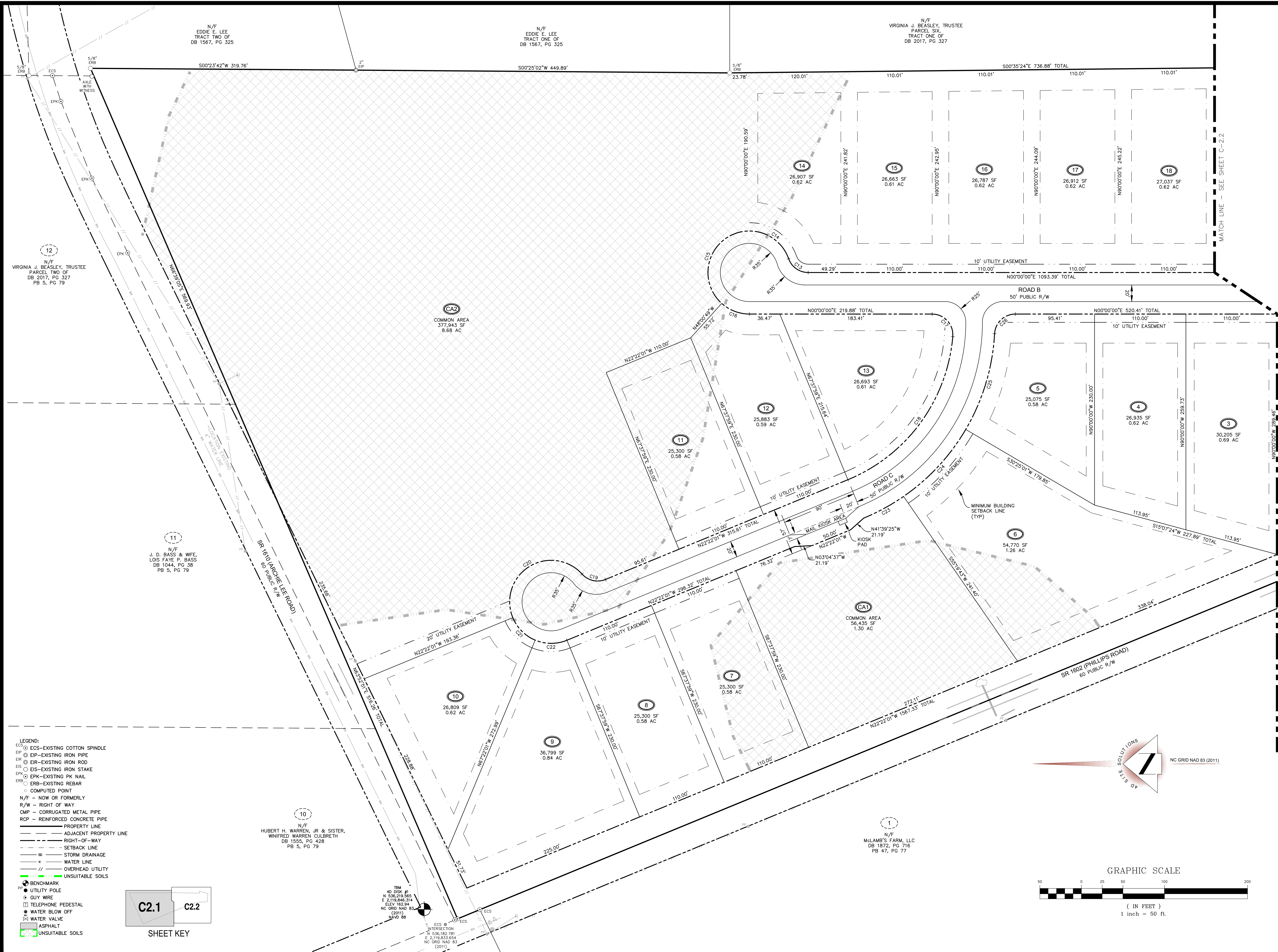
HORIZONTAL: 1"=100'

DATE RELEASED

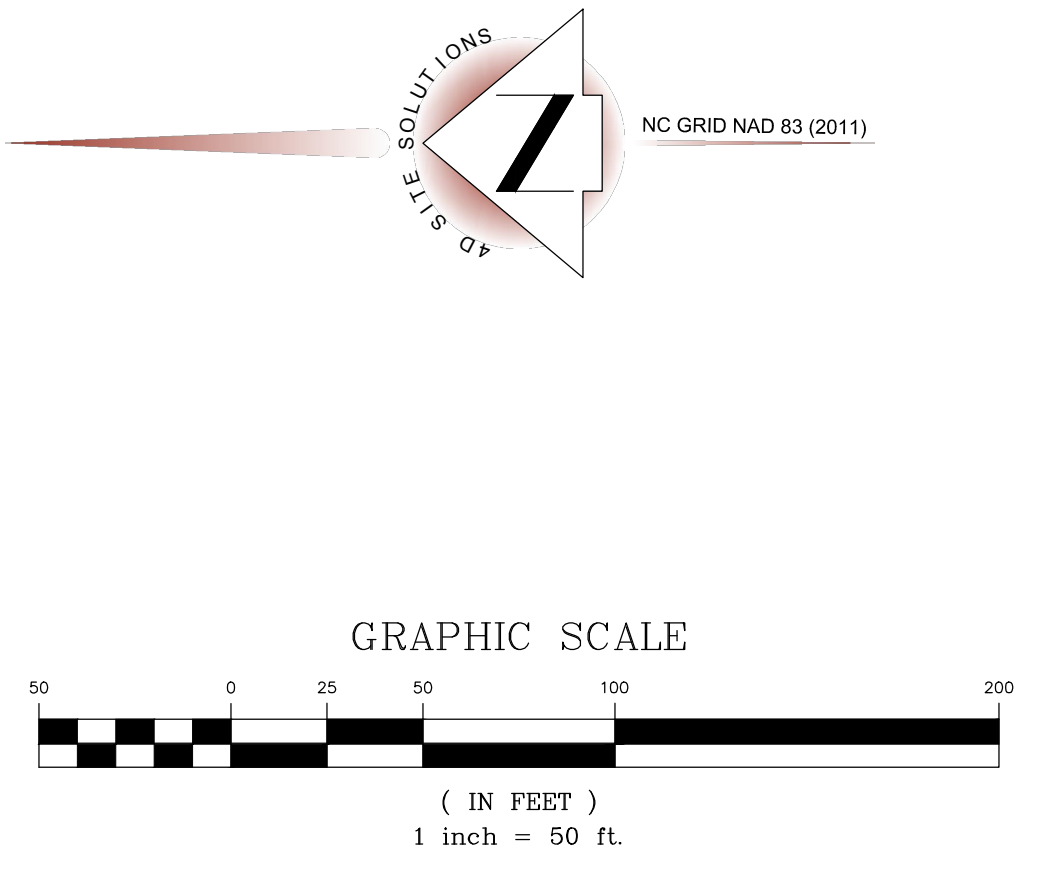
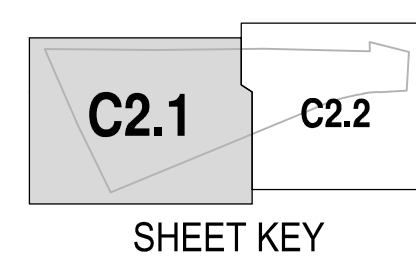
APRIL 5, 2021

SHEET NUMBER

C-2.0



- LEGEND:**
- ECS - EXISTING COTTON SPINDLE
 - EIP - EXISTING IRON PIPE
 - EIR - EXISTING IRON ROD
 - EIS - EXISTING IRON STAKE
 - EPK - EXISTING PK NAIL
 - ERB - EXISTING REBAR
 - CP - COMPUTED POINT
 - N/F - NOW OR FORMERLY
 - R/W - RIGHT OF WAY
 - CMP - CORRUGATED METAL PIPE
 - RCP - REINFORCED CONCRETE PIPE
 - PROPERTY LINE
 - - - ADJACENT PROPERTY LINE
 - - - RIGHT-OF-WAY
 - - - SETBACK LINE
 - - - STORM DRAINAGE
 - - - WATER LINE
 - - - OVERHEAD UTILITY
 - - - UNSUITABLE SOILS
 - ⊕ BENCHMARK
 - ⊙ UTILITY POLE
 - ⊙ GUY WIRE
 - ⊙ TELEPHONE PEDESTAL
 - ⊙ WATER BLOW OFF
 - ⊙ WATER VALVE
 - ⊙ ASPHALT
 - ⊙ UNSUITABLE SOILS



REVISIONS

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES

PROJECT NAME

MURRAY FARMS SUBDIVISION

DETAILED SITE PLAN

CLIENT

STOUT LAND DEVELOPMENT, LLC

409 Chicago Drive - Suite 103
 Fayetteville, North Carolina 28306
 Phone: (910) 779-0019

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1723

DRAWING SCALE

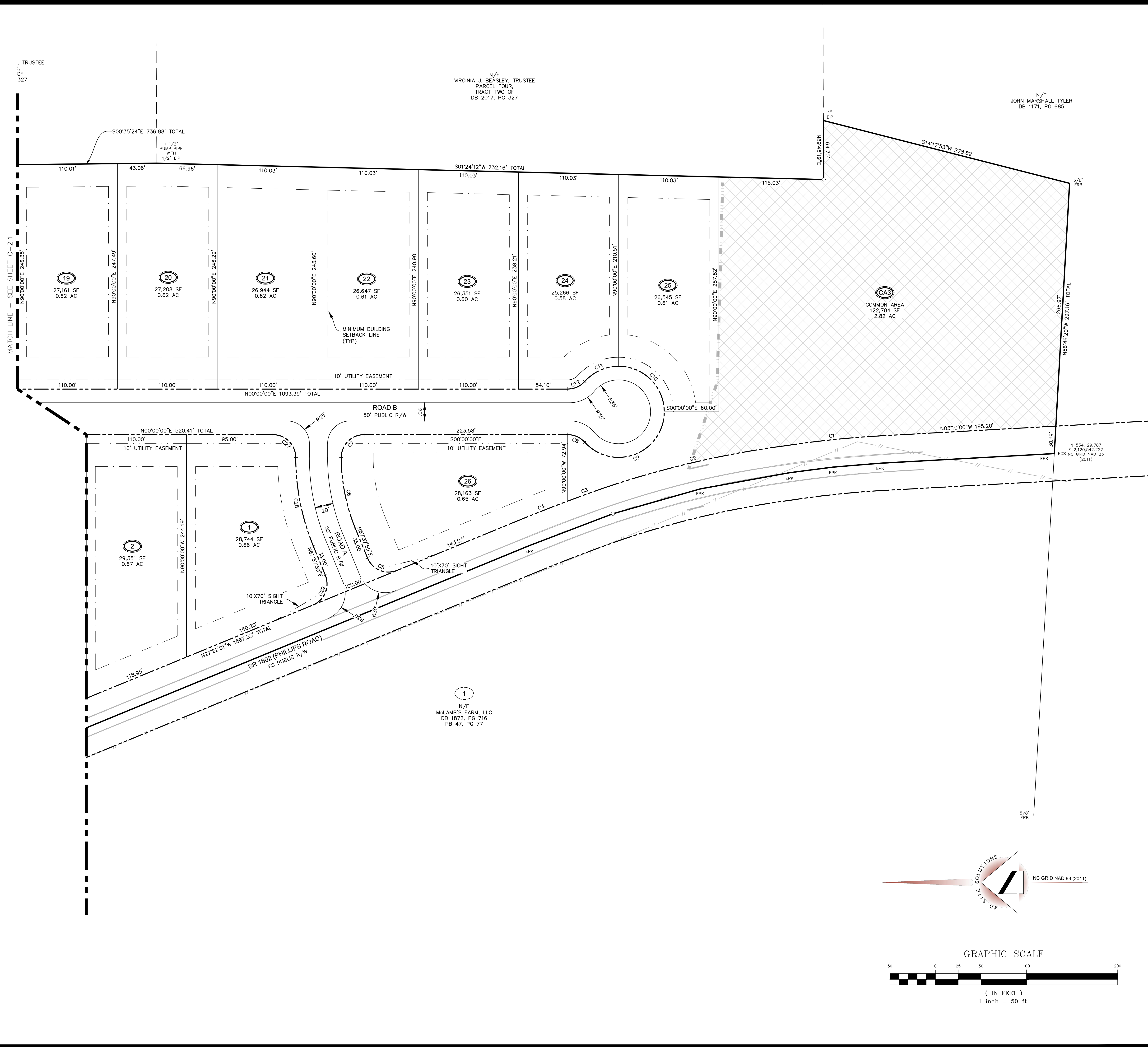
HORIZONTAL: 1"=50'

DATE RELEASED

APRIL 5, 2021

SHEET NUMBER

C-2.1



REVISIONS

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES

PROJECT NAME

MURRAY FARMS SUBDIVISION

DETAILED SITE PLAN

CLIENT

STOUT LAND DEVELOPMENT, LLC

409 Chicago Drive - Suite 103
 Fayetteville, North Carolina 28306
 Phone: (910) 779-0019

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1723

DRAWING SCALE

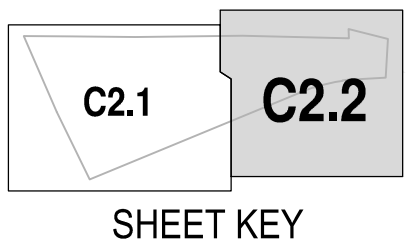
HORIZONTAL: 1"=50'

DATE RELEASED

APRIL 5, 2021

SHEET NUMBER

C-2.2



Taylor's Creek Subdivision Phase II

STAFF REPORT

Sampson County Planning & Zoning

Preliminary Plat

PROPOSAL SUMMARY

FINAL PLAT: Taylor's Creek Subdivision Phase II **Property Location:** Autry Mill Rd.

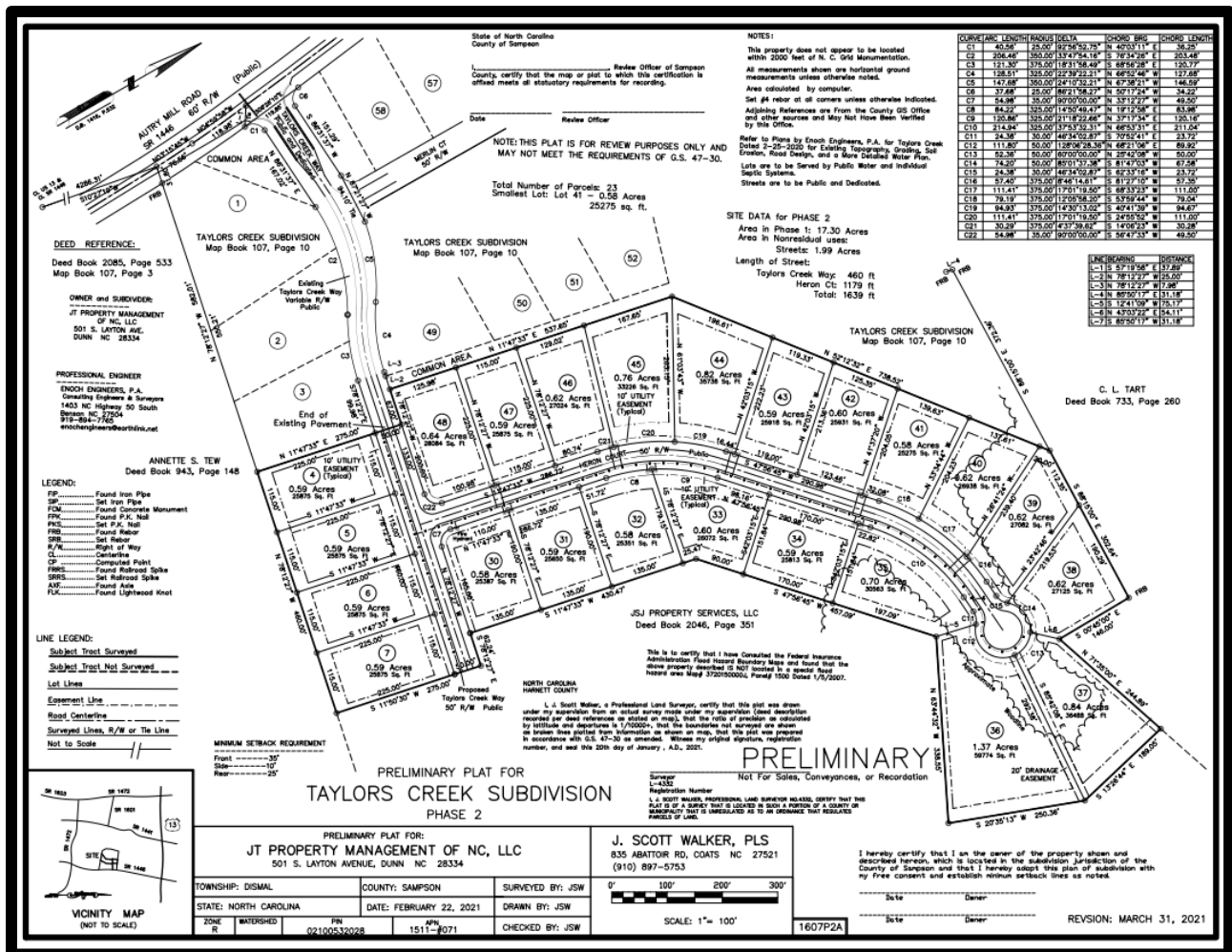
Request: Developer proposes to subdivide 17.3 acres into 23 single-family lots **Surveyor:** J. Scott Walker, PLS

Applicant: JT Property Management of NC, LLC **Engineer:** Enoch Engineers, P.A.

Property Owner/Developer: JT Property Management of NC, LLC **Existing Land Use:** Vacant

Pin # 02020210101 **Zoning District:** Residential District (R)

Township: Mingo



Taylor's Creek Subdivision Phase II

STAFF REPORT

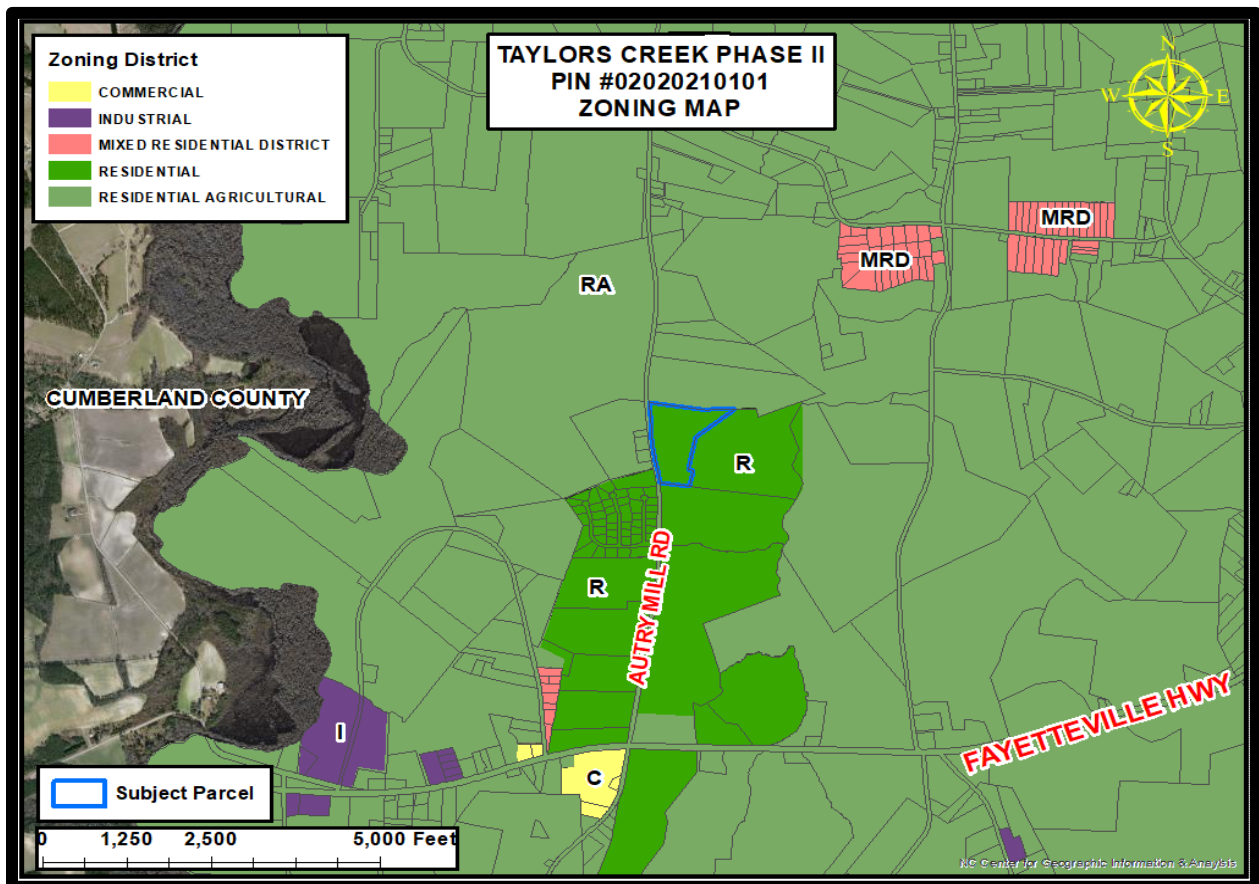
Staff is recommending approval of the preliminary plat due to its compliance with the Sampson County Subdivision Ordinance.

ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

Sampson County Land Use Plan

The subject property is in the area designated as Residential Growth. This area has been determined to have a greater potential for development than the eastern and southern portions of Sampson County. Appropriate uses in the Residential Growth area include single-family home sites, residential subdivisions and manufactured home parks.

Zoning



The subject property is located in the Residential District (R) Zoning District. The R district provides an environment for residential uses at densities that correspond with the available services while protecting residential use from non-residential use that may create a public

Taylor's Creek Subdivision Phase II

STAFF REPORT

Environmental Site Conditions

- **Flood** – The parcel is not located within the regulated floodplain.
- **Wetlands** – There are no wetlands located on the subject parcel.

Water & Sewer Utilities

- The lots will be served by Sampson County water and individual septic systems.

Transportation

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Design Capacity (ADT)
2019	Autry Mill Rd	1,100	9,300

Fire Service Protection

- Fire service is provided by the Clement Volunteer Fire Department.

District Schools

- Midway Elementary School
- Midway Middle School
- Midway High School

TAYLORS CREEK PHASE II PIN #02020210102 ZONING MAP



Zoning District

- COMMERCIAL
- INDUSTRIAL
- MIXED RESIDENTIAL DISTRICT
- RESIDENTIAL
- RESIDENTIAL AGRICULTURAL

CUMBERLAND COUNTY

RA

MRD

MRD

R

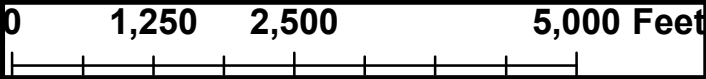
R

AUTRY MILL RD

FAYETTEVILLE HWY

 Subject Parcel

C



23



AUTRY MILL RD

 Subject Parcel

0 250 500 1,000 Feet

TAYLORS CREEK PHASE II
PIN #02020210102
PRELIMINARY SUBDIVISION

26 24

State of North Carolina
County of Sampson

I, _____, Review Officer of Sampson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Review Officer _____

NOTE: THIS PLAT IS FOR REVIEW PURPOSES ONLY AND MAY NOT MEET THE REQUIREMENTS OF G.S. 47-30.

Total Number of Parcels: 23
Smallest Lot: Lot 41 - 0.58 Acres
25275 sq. ft.

NOTES:

This property does not appear to be located within 2000 feet of N. C. Grid Monumentation.

All measurements shown are horizontal ground measurements unless otherwise noted.

Area calculated by computer.

Set #4 rebar at all corners unless otherwise indicated.

Adjoining References are From the County GIS Office and other sources and May Not Have Been Verified by this Office.

Refer to Plans by Enoch Engineers, P.A. for Taylors Creek Dated 2-25-2020 for Existing Topography, Grading, Soil Erosion, Road Design, and a More Detailed Water Plan.

Lots are to be Served by Public Water and Individual Septic Systems.

Streets are to be Public and Dedicated.

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BRG	CHORD LENGTH
C1	40.56'	25.00'	92°56'52.75"	N 40°03'11" E	36.25'
C2	206.46'	350.00'	33°47'54.16"	S 76°34'26" E	203.48'
C3	121.30'	375.00'	18°31'58.49"	S 68°56'28" E	120.77'
C4	128.51'	325.00'	22°39'22.21"	N 66°52'46" W	127.68'
C5	147.68'	350.00'	24°10'32.21"	N 67°38'21" W	146.59'
C6	37.68'	25.00'	86°21'58.27"	N 50°17'24" W	34.22'
C7	54.98'	35.00'	90°00'00.00"	N 33°12'27" W	49.50'
C8	84.22'	325.00'	14°50'49.47"	N 19°12'58" E	83.98'
C9	120.86'	325.00'	21°18'22.66"	N 37°17'34" E	120.16'
C10	214.94'	325.00'	37°53'32.31"	N 66°53'31" E	211.04'
C11	24.38'	30.00'	46°34'02.87"	S 70°52'41" E	23.72'
C12	111.80'	50.00'	128°06'28.36"	N 68°21'06" E	89.92'
C13	52.36'	50.00'	60°00'00.00"	N 25°42'08" W	50.00'
C14	74.20'	50.00'	85°01'37.38"	S 81°47'03" W	67.58'
C15	24.38'	30.00'	46°34'02.87"	S 62°33'16" W	23.72'
C16	57.40'	375.00'	8°46'14.61"	S 81°27'10" W	57.35'
C17	111.41'	375.00'	17°01'19.50"	S 68°33'23" W	111.00'
C18	79.19'	375.00'	12°05'58.20"	S 53°59'44" W	79.04'
C19	94.93'	375.00'	14°30'13.02"	S 40°41'39" W	94.67'
C20	111.41'	375.00'	17°01'19.50"	S 24°55'52" W	111.00'
C21	30.29'	375.00'	4°37'39.62"	S 14°06'23" W	30.28'
C22	54.98'	35.00'	90°00'00.00"	S 56°47'33" W	49.50'

SITE DATA for PHASE 2

Area in Phase 1: 17.30 Acres
Area in Nonresidential uses:

Streets: 1.99 Acres

Length of Street:

Taylors Creek Way: 460 ft

Heron Ct: 1179 ft

Total: 1639 ft

LINE	BEARING	DISTANCE
L-1	S 57°19'58" E	37.89'
L-2	N 78°12'27" W	25.00'
L-3	N 78°12'27" W	7.98'
L-4	N 85°50'17" E	31.18'
L-5	S 12°41'09" W	75.17'
L-6	N 43°03'22" E	54.11'
L-7	S 85°50'17" W	31.18'

C. L. TART
Deed Book 733, Page 260

JSJ PROPERTY SERVICES, LLC
Deed Book 2046, Page 351

This is to certify that I have Consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above property described IS NOT located in a special flood hazard area Map# 3720150000J, Panel# 1500 Dated 1/5/2007.

NORTH CAROLINA
HARNETT COUNTY

I, J. Scott Walker, a Professional Land Surveyor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded per deed references as stated on map), that the ratio of precision as calculated by latitude and departures is 1/10000+, that the boundaries not surveyed are shown as broken lines plotted from information as shown on map, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 20th day of January, A.D., 2021.

PRELIMINARY
Not For Sales, Conveyances, or Recordation

Surveyor
L-4332
Registration Number

I, J. SCOTT WALKER, PROFESSIONAL LAND SURVEYOR NO.4332, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.

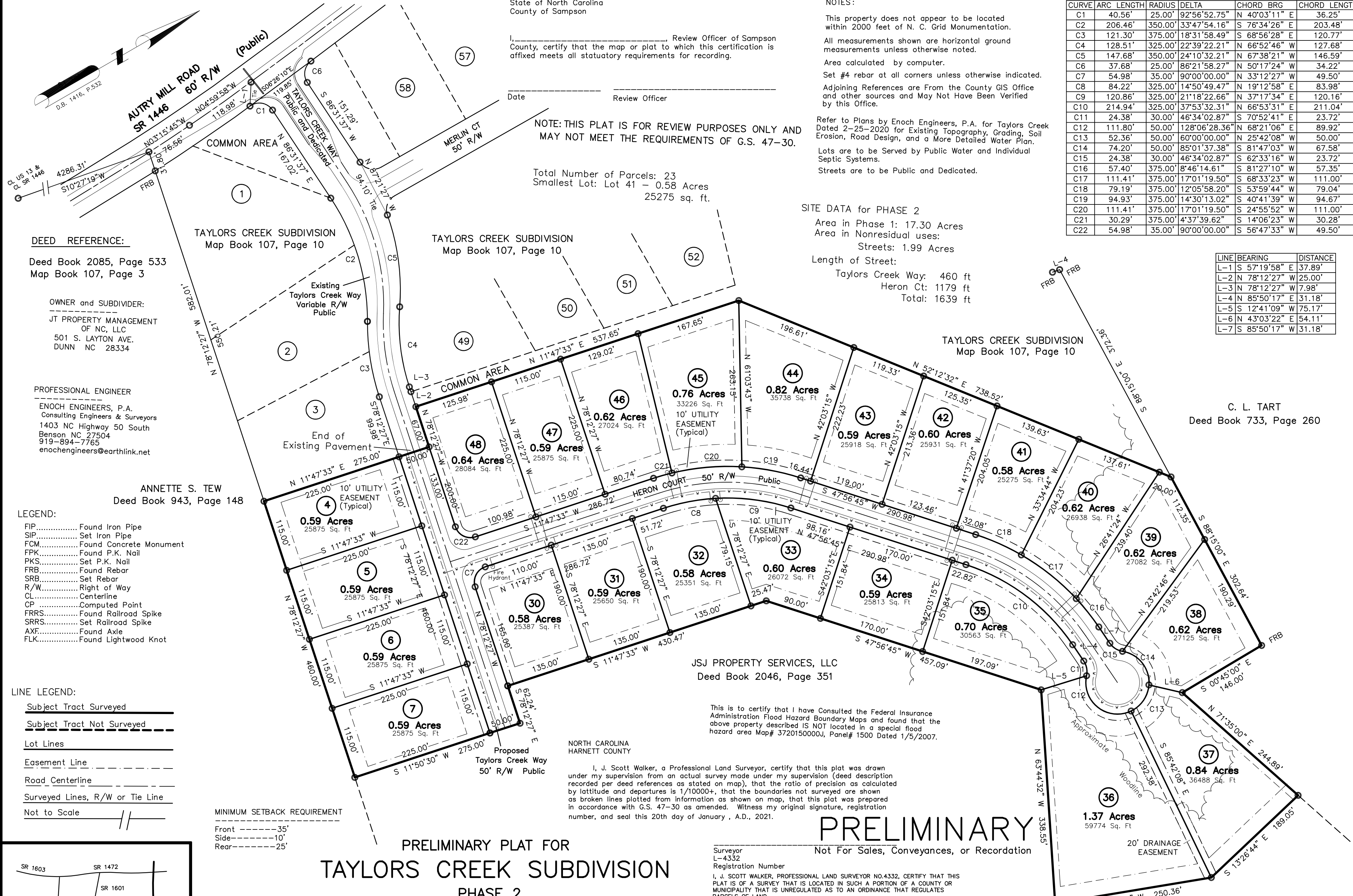
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Sampson and that I hereby adopt this plan of subdivision with my free consent and establish minimum setback lines as noted.

Date Owner

Date Owner

REVISION: MARCH 31, 2021

27



DEED REFERENCE:

Deed Book 2085, Page 533
Map Book 107, Page 3

OWNER and SUBDIVIDER:
JT PROPERTY MANAGEMENT
OF NC, LLC
501 S. LAYTON AVE.
DUNN NC 28334

PROFESSIONAL ENGINEER
ENOCH ENGINEERS, P.A.
Consulting Engineers & Surveyors
1403 NC Highway 50 South
Benson NC 27504
919-894-7765
enochengineers@earthlink.net

ANNETTE S. TEW
Deed Book 943, Page 148

LEGEND:

- FIP..... Found Iron Pipe
- SIP..... Set Iron Pipe
- FCM..... Found Concrete Monument
- FPK..... Found P.K. Nail
- PKS..... Set P.K. Nail
- FRB..... Found Rebar
- SRB..... Set Rebar
- R/W..... Right of Way
- CL..... Centerline
- CP..... Computed Point
- FRRS..... Found Railroad Spike
- SRRS..... Set Railroad Spike
- AXF..... Found Axle
- FLK..... Found Lightwood Knot

LINE LEGEND:

- Subject Tract Surveyed
- Subject Tract Not Surveyed
- Lot Lines
- Easement Line
- Road Centerline
- Surveyed Lines, R/W or Tie Line
- Not to Scale

MINIMUM SETBACK REQUIREMENT

- Front -----35'
- Side -----10'
- Rear -----25'

PRELIMINARY PLAT FOR
TAYLORS CREEK SUBDIVISION
PHASE 2

PRELIMINARY PLAT FOR:
JT PROPERTY MANAGEMENT OF NC, LLC
501 S. LAYTON AVENUE, DUNN NC 28334

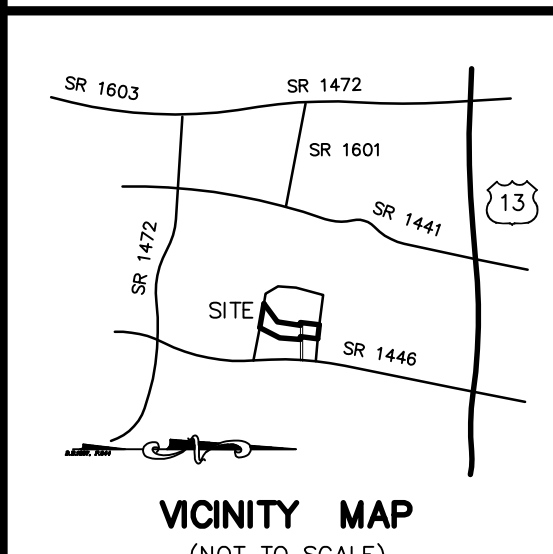
J. SCOTT WALKER, PLS
835 ABATTOIR RD, COATS NC 27521
(910) 897-5753

TOWNSHIP: DISMAL	COUNTY: SAMPSON	SURVEYED BY: JSW
STATE: NORTH CAROLINA	DATE: FEBRUARY 22, 2021	DRAWN BY: JSW
ZONE R	WATERSHED	PIN 02100532028
	APN 1511-#071	CHECKED BY: JSW

0' 100' 200' 300'

SCALE: 1" = 100'

1607P2A



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: May 3, 2021

<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: Consideration of Budget Adoption Calendar

DEPARTMENT: Administration

PUBLIC HEARING: No

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

PURPOSE: To consider dates for presentation of the FY 21-22 budget and subsequent budget public hearing

ATTACHMENTS: None

BACKGROUND:

County Manager Ed Causey will provide recommendations for dates for both the presentation of the FY 21-22 budget and the subsequent budget public hearing.

RECOMMENDED ACTION OR MOTION:

Consider recommendations for budget calendar

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: May 3, 2021	<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: Consideration of Medicaid Managed Care NEMT Provider Agreements with ModivCare and OneCall

DEPARTMENT: Transportation/County Attorney

PUBLIC HEARING: No

CONTACT PERSON(S): Joel Starling, County Attorney
Ro Oates-Mobley, SAT Director

PURPOSE: To consider approval of contracts between ModivCare and OneCall and Sampson Area Transportation as an NEMT provider

ATTACHMENTS: Proposed contracts with ModivCare and OneCall

BACKGROUND:

NC Medicaid Managed Care changes how non-emergency medical transportation (NEMT) is provided to Medicaid recipients. Prepaid Health Plans (PHPs) are required to provide NEMT services for enrolled beneficiaries, and these PHPs may use brokers to arrange and provide transportation. The brokers then contract with transportation providers (including public/county transportation providers such as Sampson Area Transportation) to build their transportation networks. The County Attorney and our SAT Director have negotiated diligently with two of these brokers, ModivCare and OneCall, and the proposed provider agreements are enclosed for your consideration. Mr. Starling and Ms. Oates-Mobley can review the documents.

RECOMMENDED ACTION OR MOTION:

Consider approval of the proposed contracts with ModivCare and OneCall



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-Mobley, Director, Sampson Area Transportation
DATE: April 21, 2021
RE: Transportation Agreements-ModivCare and OneCall

Please find attached two proposed transportation agreements, the first agreement is between Sampson Area Transportation and ModivCare, and the second agreement is between Sampson Area Transportation and OneCall.

These agreements are necessary due to the implementation of Medicaid Managed Care, which will take effect July 1, 2021.

The agreements have been reviewed by Mr. Joel Starling, Sampson County Attorney.

Please let me know if you have any questions.

Thank you,

Rosemarie Oates-Mobley
Director, Sampson Area Transportation

= Internal Use Only =

Salesforce Contract #	_____
Date Sent to Provider:	_____

TRANSPORTATION PROVIDER AGREEMENT

Between

MODIVCARE SOLUTIONS, LLC (“MODIVCARE”)

and

Sampson Area Transportation **(“Provider”)**

WHEREAS, MODIVCARE provides brokerage services, which may include access to a proprietary software platform (the “Platform”) to enable on-demand and future ride booking and trip management for non-emergency medical transportation in the State of North Carolina pursuant to contracts with certain public agencies and/or private organizations; and

WHEREAS, MODIVCARE wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services to be assigned to transportation providers through the Platform or as otherwise agreed to by the parties; and

WHEREAS, Provider is in the business of performing non-emergency medical transportation services and wishes to provide such services pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RESPONSIBILITIES OF MODIVCARE.

- A. Process Transportation Requests. MODIVCARE will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule trips, submit daily trip requests (a “Provider Manifest”) to Provider electronically through the Platform, a secured website, or as otherwise agreed to by the parties, as well as verify billing information, and perform such other administrative functions as MODIVCARE deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, MODIVCARE shall be under no obligation to provide Provider with a specific number of transportation requests. Any trip request assigned to Provider may be withdrawn by MODIVCARE, in its sole discretion, in the event that MODIVCARE deems it necessary for the proper performance of its obligations under the Client Contract.
- B. Payments for Transportation. MODIVCARE shall pay Provider for services it performs at MODIVCARE’s request as set forth in Exhibit B. Provider shall not invoice or require payment from Participants or the Client for its services.

- C. Orientation. MODIVCARE shall provide one or more orientation sessions for Provider staff, which will be offered at a MODIVCARE regional office, Provider’s base of operations, a third-party meeting space (e.g. hotel conference site), or via web-conference. Provider is responsible for ensuring that it and its employees and drivers understand all requirements and procedures for the provision of services pursuant to this Agreement.
- D. Audit. MODIVCARE and Client shall have the unconditional right, but not an obligation, to audit Provider’s operations and records to confirm compliance with the Agreement. Provider agrees to provide prompt and reasonable physical access to its business office and access to any requested records for this purpose.

II. RESPONSIBILITIES OF PROVIDER. Provider shall provide non-emergency medical transportation to Participants and their escorts, attendants and assistants as requested by MODIVCARE in a manner to ensure the safety of all passengers. All transportation shall be performed in accordance with the terms of this Agreement (including all amendments and addenda, as applicable), and MODIVCARE’s North Carolina Transportation Provider Manual (“Provider Manual”), which may be amended by MODIVCARE from time to time and is incorporated by reference and is a part of this contract. In the event of a conflict between this Agreement and the Provider Manual, the terms of this Agreement will prevail. Agreement terms that shall prevail over conflicting provisions of the Provider Manual include, but are not limited to, the following:

- A. Provider is a Non-Emergency Medical Transportation (NEMT) provider located in the State of North Carolina. The State of North Carolina will perform all driver and vehicle credentialing. The driver and vehicle credentialing requirements set forth in the Provider Manual do not apply.
- B.
- C. Provider will cause an automated reminder call to be placed to Members the night before a scheduled trip.
- D. Provider may refuse to transport a Member who is determined by Provider to be a threat to the health, safety, or welfare of Provider’s employees or other Members or prevents or inhibits the vehicle from being operated in a safe manner.
- E.
- F. The requirement that drivers be equipped with two-way communications shall be satisfied by drivers carrying their personal cell phones.
- G. Additional passengers, including children, must be scheduled.
- H. Provider must establish, maintain, and provide to MODIVCARE within three business days of request the records and related information set forth on page 20 of the Provider Manual.
- I. Provider shall not and shall not be required to provide attendants.
- J. All provisions of the Provider Manual regarding Group Trips, including the group trip rate, shall not apply to Provider.
- K.
- L.
- M.
- N.
- O.
- P.

A. General Operational Requirements.

1. Provider shall designate in writing (in Exhibit E) a person empowered by Provider to effect any necessary decision or actions and to be available for consultation or conference with MODIVCARE or its designated agent regarding its performance under this Agreement.
2. Provider must be enrolled and maintain active status in the State of North Carolina NCTracks system as a pre-condition to performing services and receiving payment under this Agreement. Provider will execute and submit to ModivCare annual attestations confirming continued compliance with applicable North Carolina Medicaid participation requirements.
3. Provider shall provide ambulatory vans and wheelchair vans.
4. Provider shall provide safe, reliable, professional, cost effective transportation services for Participants, while ensuring that Participants:
 - a. arrive at the designated destination;
 - b. arrive on time;
 - c. arrive safely; and
 - d. are treated with dignity and respect.
 - e. Reserved.
5. Services will be provided in the Service Area as defined in Exhibit E - Service Level Commitment.
6. Provider shall establish and maintain a telephone line, fax line, or other mutually agreed upon method for MODIVCARE to contact Provider. Fax lines shall be equipped with a fax machine or e-fax software that provides reasonably unrestricted access to MODIVCARE to send faxes to Provider. Provider shall receive trip reservations from MODIVCARE electronically or via secure website and confirm the receipt thereof in a form acceptable to MODIVCARE. For same day or urgent medical appointments, including hospital discharges, Provider shall also accept reservations and job numbers from MODIVCARE by telephone.
7. Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time to allow MODIVCARE to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time.
8. Provider shall promptly inform MODIVCARE if a Participant is assigned to an improper level of service (e.g., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
9. Provider may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner. Provider shall promptly inform MODIVCARE of any such refusal in order to enable MODIVCARE to find alternative transportation.
10. Provider shall participate in MODIVCARE's quality assurance, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
11. Provider shall not unlawfully discriminate against any Participant on the basis of marital status, sexual orientation, race, color, sex, age, religion, national origin, disability, or diagnosis/health status in providing services under this Agreement.
12. Provider shall comply with applicable federal and state requirements with regard to

mandatory reporting of suspected Participant abuse or neglect. Provider shall cooperate with MODIVCARE, Client, and any applicable government agency in the investigation of suspected or alleged abuse or neglect of a Participant.

13. RESERVED.
14. Provider shall maintain daily office hours or make supervisory and/or management staff available to MODIVCARE for dispatch and recovery until all trips assigned to provider are complete.
15. In addition to other operational reports defined in the Provider Manual, Provider will provide to MODIVCARE with any and all information required by applicable governing bodies or regulatory agencies, including, but not limited to, (i) cost of its operations; (ii) patterns of use of its services; (iii) availability, accessibility, and acceptability of its services; (iv) to the extent practicable, developments/changes in the health status of Participants; (v) information demonstrating Provider has fiscally sound operations, and (vi) any other matters applicable governing bodies or regulatory agencies may request. Provider agrees to provide copies of requested records to MODIVCARE within three business day of the request if the Participant is currently receiving services from Provider, or otherwise within thirty days of the request.

B. Representations and Warranties. Provider makes the following material warranties to MODIVCARE to induce MODIVCARE to enter into this Agreement.

1. Provider warrants that it has not been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
2. Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.
3. Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide transportation for hire. Provider will notify MODIVCARE immediately of any change in the status of its licenses or certificates and/or any other legal requirements referenced in this section. Provider will furnish MODIVCARE with all documentation required by this section immediately upon request.
4. Provider warrants that all employees, including drivers and attendants, have (or will) received training on HIPAA and Fraud, Waste and Abuse upon employment and annually thereafter and will provide documentation of such training to MODIVCARE or Client upon request.
5. Provider warrants and agrees to be bound by the mandatory terms and conditions applicable to Provider that are contained in the contract between MODIVCARE and Client
6. Provider warrants and agrees to accept the rates and payment terms as set forth in Exhibit B.
7. To the extent any compensation paid by MODIVCARE to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, Provider certifies, to the best of his/her/its knowledge, that:
 - a. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award

of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. Insurance. Provider shall maintain levels of insurance throughout the term of the Agreement as required to participate in the North Carolina Medicaid program, as evidenced through Provider's active status in the NCTracks system.

D. RESERVED.

- E. Maintenance of Records. Provider must maintain all records related to this Agreement for the entire term of the Agreement and for ten years thereafter, or longer as required by law. Notwithstanding the foregoing, in the event that any litigation, claim, dispute, audit, or other proceeding has commenced before the expiration of the retention period set forth herein, all records shall be retained until completion of the proceeding or the end of the retention period, whichever is later. Provider will provide copies of any requested records within three business days of request to MODIVCARE, the Client, or its agents, to confirm Provider's compliance with this Agreement, as well as for quality assurance and accident/incident investigations. Records requests may include, but not limited to driver and vehicle credentialing records. Detailed document retention requirements are also included in the Provider Manual.

- F. Independent Contractor. The relationship between MODIVCARE and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed to create any other relationship, including one of employer/employee, principal/agent, joint venturers, partners, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of its employees and subcontractors, including payment of employment related taxes and insurance such as workers' compensation and unemployment insurance.

G. Reserved.

- H. Assignment. Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of MODIVCARE, which may be withheld in MODIVCARE's sole discretion. Any attempted unauthorized assignment shall be null and void. MODIVCARE may assign its rights and

obligations under this Agreement, provided that, notwithstanding any such assignment, MODIVCARE shall still be obligated to perform pursuant to the terms of and be bound by this Agreement, and any such assignment shall be communicated to Provider by written notice. In the event that MODIVCARE is in default under the Client Contract, this Agreement may, at the discretion of the Client, be assigned to the Client or its agent for continued provision of transportation services. All terms, conditions and rates established by the Agreement will remain in effect until or unless renegotiated with Client or its agent subsequent to the default action.

- I. Confidentiality. Provider shall treat all information obtained by it through its performance under this Agreement as confidential and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement. Provider agrees to sign and abide by a Business Associate Agreement as part of this Agreement as well as any subsequent agreements that may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. Both MODIVCARE and Provider shall treat the terms and conditions of this Agreement, including but not limited to rates, as confidential, and shall not disclose those terms and conditions, or release a copy of the Agreement, except as provided by law, without the consent of the other. Both MODIVCARE and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement. Notwithstanding the foregoing terms of this paragraph, the parties acknowledge that Provider is required to comply with the North Carolina Open Meetings Law (N.C. Gen. Stat. § 143-318.9, et seq.) and North Carolina Public Records Act (N.C. Gen. Stat. § 132-1, et seq.). Notwithstanding any provision in this Agreement to the contrary, Provider shall not be liable to MODIVCARE for disclosing any information to a third party if such disclosure is made by Provider in a good faith effort to comply with the North Carolina Open Meetings Law and North Carolina Public Records Act.

III. TERM AND TERMINATION.

- A. Term. The term of this Agreement shall be one year from the Effective Date, which is the date executed by MODIVCARE as set forth on the signature page. It shall be automatically renewed for successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term.
- B. Termination. Either party may terminate this Agreement without cause upon 60-day written notice.

Either party may terminate this Agreement upon 30-day written notice in the event of a material breach of the Agreement, provided that the non-breaching party shall have first provided the other party with written notice and description of the breach and ten days to cure the breach.

MODIVCARE may terminate the Agreement immediately upon reasonable evidence that Provider has engaged in illegal, threatening or fraudulent activity, including but not limited to, falsifying trip logs or invoices, paying or offering to pay gratuities or kickbacks, or engaging in threatening verbal or physical conduct toward a Participant or MODIVCARE staff, or failing at any time to carry insurance required by this Agreement.

MODIVCARE may also terminate this Agreement immediately if directed to do so by Client.

- C. Termination after Assignment. If MODIVCARE has exercised its right hereunder to assign this Agreement to a successor organization, or to the Client or a designee or agent of the Client, Provider may not cancel this Agreement for 181 days following such assignment

IV. ADDITIONAL PROVISIONS.

- A. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of North Carolina, without giving effect to principles of conflicts of law.
- B. Headings. The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.
- C. Non-solicitation. Neither Provider nor MODIVCARE shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates his or her position with the other party.
- D. Use of Name. MODIVCARE shall have the right to use the name of Provider for purposes of informing Clients and potential clients of the inclusion of Provider within the MODIVCARE network and to otherwise carry out the terms of this Agreement. Provider shall not use the name, trademark or service marks of MODIVCARE or any MODIVCARE affiliate in its advertising or marketing without the prior written consent of MODIVCARE.
- E. Notices. All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier, or on the third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses, or to such other addresses as the parties may hereafter designate in writing:

to MODIVCARE at:

ModivCare Solutions, LLC
1275 Peachtree Street, 6th Floor
Atlanta, GA 30309
Attn: Compliance Department

to Provider at: Provider's mailing address as listed in Exhibit E.

- F. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties. Notwithstanding the foregoing, Provider is obligated to comply with the Provider Manual, as that document may be amended from time to time. In addition, MODIVCARE may unilaterally amend this Agreement by notice as required to comply with applicable law or regulation, provided, however, that Provider may terminate this Agreement without penalty if it cannot or will not comply with any such amendment to the Agreement and/or the Provider Manual by providing MODIVCARE with

written notice of its intent to terminate, which termination shall take effect ten (10) days from the date on which Provider notifies MODIVCARE of its intent to terminate.

- G. Client Amendment. This Agreement is subject to approval by the Client. If the Client at any time requires modifications to this Agreement, the parties will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may terminate this Agreement upon ten (10) days notice.
- H. Reserved.
- I. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.
- J. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- K. Entire Agreement. This Agreement, including all Exhibits, attachments and incorporated material (i.e., Provider Manual) contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter. This Agreement may be executed in any number of counterparts which, read together, shall constitute one instrument.
- L. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Participants. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by MODIVCARE as specified below (the “Effective Date”).

MODIVCARE SOLUTIONS, LLC

PROVIDER

Sampson Area Transportation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

EXHIBIT A

RESERVED

EXHIBIT B
RATES, INVOICING AND PAYMENT TERMS

MODIVCARE and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims.

Rates

Only services specifically pre-authorized by, and for which a job number (aka “Ride ID”) has been assigned to the Provider by MODIVCARE will be compensated. Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher, or non-emergency ambulance) as requested by MODIVCARE. Provider agrees and acknowledges that MODIVCARE shall review Provider billings and will identify trips that match the definition of “Shared Ride Trip” and that payment for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.

Provider agrees to accept on a per trip basis the lesser of its actual billed charges or the amount calculated using the applicable mileage and rates shown in the table included as Attachment 1 to this Exhibit B. The parties agree that Provider’s bill to MODIVCARE and all payments made by MODIVCARE to Provider include all applicable state and local sales and use taxes on transportation services. Provider understands they are responsible to calculate and remit all applicable taxes on such services. Provider agrees to provide proof of registration with taxing agencies and payment of such taxes upon request.

Provider agrees that MODIVCARE’s determination of mileage and Shared Ride Trip status shall be final. If Provider believes there to be a material mileage error, Provider may bring it to MODIVCARE’s attention before running the trip. MODIVCARE will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of MODIVCARE. If Provider is not satisfied with MODIVCARE’s decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by MODIVCARE. In addition, the parties agree that MODIVCARE may use automated vehicle location (“AVL”) geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Invoices Submitted to MODIVCARE.

If using an approved Software Partner, Provider warrants and represents that any rates or formulas used by the Software Partner to calculate the invoice amount is materially consistent with the rates shown in the table included as Attachment 1 to this Exhibit B. Providers that use an approved Software Partner shall provide all required data elements as defined in this Agreement. Performance of a MODIVCARE assigned trip by Provider shall be deemed as approval and/or authorization for its approved Software Partner to communicate the aforesaid data for each vehicle and driver that performs a MODIVCARE assigned trip.

Co-Pay, Subrogation, and Coordination of Benefits

Provider agrees to fully cooperate with MODIVCARE’s and Client’s efforts, if any, with regard to third party recovery rights (e.g., subrogation and coordination of benefits) for services provided under this Agreement.

Payment Terms

AS A CONDITION OF PAYMENT, PROVIDER MUST SUBMIT ACCURATE INVOICES, INCLUDING PROPERLY COMPLETED TRIP LOGS, TO MODIVCARE WITHIN FIFTEEN (15) DAYS OF DATE OF SERVICE. TIME IS OF THE ESSENCE WITH RESPECT TO PROVIDING PROMPT AND ACCURATE INVOICES. INVOICES SUBMITTED MORE THAN SIXTY (60) DAYS AFTER DATE OF SERVICE WILL BE DISALLOWED IN THEIR ENTIRETY.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims will be denied in their entirety if not resubmitted within sixty (60) days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

If Provider must first submit a claim to Medicare as the primary payer, the claims submission timeframes shall begin on the date of the denial of the claim by Medicare. A copy of the Medicare denial notice must be submitted with Provider's invoice.

Provider shall cooperate with MODIVCARE and/or Client initiated quality assurance activities, including, but not limited to, audits to confirm Participants actually attended covered medical services associated with trips invoiced by Provider.

MODIVCARE pays properly submitted uncontested invoices twice per month by check or electronic transfer within thirty (30) days after receipt (which may be the date of receipt of paper trip logs with member signatures, if applicable), or more frequently if required by applicable State regulations or by the Client Contract. If a payment date falls on a holiday, payments will be made on the next working weekday.

Quality Assurance

MODIVCARE will regularly confirm Participant attendance at the medical appointments designated in the trip reservations as part of its duty to prevent and mitigate fraud, waste and abuse. Provider agrees to cooperate with MODIVCARE to investigate any instances in which a medical facility reports a Participant did not attend an appointment associated with a trip reservation that has been reported as a completed trip by Provider and has been invoiced to and paid by MODIVCARE. Provider's failure to respond in writing within thirty (30) days of MODIVCARE's written request shall be considered confirmation that the trip did not occur, and Provider waives any right to protest or appeal such determination. MODIVCARE shall deduct the cost of such trips from Provider's next payment. If no payments to Provider are due, the Provider shall return the amounts in question to MODIVCARE within thirty (30) days of written demand.

Optional Participant Signature Requirements

The following additional provisions shall apply if, and only if, a MODIVCARE Client requires a Participant signature to be captured as confirmation of a completed trip.

- MODIVCARE shall notify Provider in writing no less than 30 days prior to implementation of a Client mandated Participant signature requirement, in which event, and as a condition of payment, Provider's electronic invoice shall include Participant's e-signature.

- If Provider's electronic invoice does not capture the Participant's e-signature, Provider shall submit to MODIVCARE completed paper trip logs, including Participants' signatures, for all trips billed by Provider.
- In the event a Participant is incapable of e-signing or signing the paper trip log, a member of the Participant's household or designated caretaker, or a representative of the drop-off medical facility is required to e-sign or sign the paper trip log using their own name (i.e., not signing the Participant's name) and stating their relationship to the Participant (i.e., James Doe – father, or Jane Doe – facility nurse). In no event should a driver or attendant sign the Participant's name on behalf of the Participant.
- Unsigned trips, trips with Participant's initials instead of signatures, or trips with notes that the Participant is unable to sign are considered incomplete and will not be accepted for payment. Improperly completed or incomplete paper trip logs, if applicable, will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable.
- If Provider is submitting paper trip logs to supplement electronic invoices, Provider must also include a completed summary invoice form with each batch of trip logs submitted to MODIVCARE. Provider shall use trip log and summary invoice forms that are provided by MODIVCARE. MODIVCARE reserves the right to modify the format of the trip log and summary invoice form from time to time. Provider may use alternative trip log or summary invoice forms only with the express written consent of MODIVCARE.
- Paper trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. MODIVCARE reserves the right to deny individual trips or entire trip logs with excessive changes pending confirmation of the details of such changes with Provider.
- For clarity, paper trip logs are only required if Provider's electronic invoices do not capture Participants' e-signatures. Paper trip log are not required if Provider's electronic invoices capture and transmit Participant e-signatures.

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**ATTACHMENT 1 TO EXHIBIT B
RATE CARD**

Provider Name (“Provider”): Sampson Area Transportation

Rate Table

Rate Description	Mileage Group			
Ambulatory Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
	\$16.24	\$20.65	\$23.67	\$1.81
Wheelchair Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
	\$26.06	\$31.47	\$34.32	\$2.41
Non-Medical Stretcher Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
Non-Emergency Ambulance Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
<i>Basic Life Support (BLS)</i>				
<i>Advanced Life Support (ALS)</i>				
<i>Specialty Care Transport (SCT)</i>				
Add-On Services Delivered by Provider:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
<i>Bariatric — Additional Attendant Required</i>				
<i>Oxygen Administration</i>				
<i>Medical Escort Service</i>				
<i>Cancellation Fee</i>				
<i>Transportation ancillary fees</i>				

Attachment 1 To Exhibit B Signature Page Follows]

The rates listed on this Attachment 1 to Exhibit B shall be effective on the date executed by MODIVCARE as specified below (the “Effective Date”).

MODIVCARE SOLUTIONS, LLC

PROVIDER

Sampson Area Transportation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

EXHIBIT C
SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Subcontractor Business Associate Agreement (“Agreement”) is entered into as of the **Effective Date**, by and between MODIVCARE and **Provider** (also the “**Subcontractor Business Associate**” or “**Subcontractor**”) to comply with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 CFR Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

Whereas, MODIVCARE and Subcontractor Business Associate are parties to a pre-existing agreement (the “Prior Agreement”), pursuant to which Subcontractor Business Associate provides services to MODIVCARE; **Whereas**, in connection with services provided under the Prior Agreement, MODIVCARE makes available to Subcontractor Business Associate certain Protected Health Information that is confidential and must be afforded special treatment and protection;

Whereas, MODIVCARE has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, MODIVCARE has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which MODIVCARE creates or receives in the course of performing services for its Covered Entity Clients; and

Whereas, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for MODIVCARE to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which MODIVCARE is a party.

Now therefore, the Parties agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

a. **Covered Entity Client** shall mean an entity with whom MODIVCARE contracts for transport services which qualifies as a “Covered Entity” under 45 C.F.R. § 160.103, as amended.

b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended.

c. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164.

e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009.

f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person.

g. **Protected Health Information** (“PHI”) means individually identifiable health information (as defined in 45 C.F.R. § 160.103, as amended), limited to the information created or received by Subcontractor from or on behalf of MODIVCARE or MODIVCARE’s Covered Entity Clients. It includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

h. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

i. **Unsecured Protected Health Information** (“Unsecured PHI”) shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance.

j. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Exceptions to this

definition exist for cases in which: (1) the unauthorized acquisition, access, or use of PHI is unintentional and made by an employee or individual acting under authority of Subcontractor if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship with Subcontractor, and such information is not further acquired, accessed, used, or disclosed; (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at Subcontractor to another similarly situated individual at Subcontractor, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization; or (3) a disclosure of PHI occurs and Subcontractor has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

k. **Security Incident** shall have the meaning set forth in 45 C.F.R. § 164.304 and related Guidance promulgated by the Secretary.

l. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations, and the HITECH Act.

2. **Limits on use and Disclosure of PHI.** Subcontractor agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. Subcontractor may use or disclose PHI for the following purposes:

a. As reasonably necessary to perform the services described in, and to effectuate the purposes of, the Prior Agreement, or as otherwise permitted or required under this Agreement or as Required By Law;

b. For the proper management and administration of Subcontractor's business and to carry out its legal responsibilities provided that: (i) such disclosures are Required by Law; or (ii) Subcontractor obtains in writing prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; and (b) an agreement from the third party to notify Subcontractor immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached; and

c. To perform Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, on behalf of MODIVCARE.

3. **Additional Obligations:**

a. **Limits on use and Further Disclosure.** Subcontractor agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Prior Agreement, as amended by this Agreement or as Required by Law.

b. **Safeguards.** Subcontractor will establish and maintain appropriate safeguards and warrants that it has established reasonable safeguards to prevent any use or disclosure of the PHI, other than as provided for by the Prior Agreement, as amended by this Agreement, or as Required by Law. Without limiting the foregoing, Subcontractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. Subcontractor further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if MODIVCARE engaged in such activity. Subcontractor shall specifically comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time, as required by the HITECH Act. Subcontractor agrees to periodically complete a privacy and security survey, audit, and/or attestation if requested by MODIVCARE to assist MODIVCARE in auditing Subcontractor's compliance with the HIPAA Regulations.

c. **Minimum Necessary.** Subcontractor shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

d. **Reports of Improper use or Disclosure.** Subcontractor shall report to MODIVCARE, within one business day, any use or disclosure of PHI not provided for or allowed by this Agreement of which Subcontractor becomes aware. Without limiting the foregoing, Subcontractor agrees to report to MODIVCARE, within one business day, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports should be made to the designated MODIVCARE HIPAA Compliance Officer at any of the following:

ModivCare Solutions, LLC
Attn: HIPAA Compliance Officer
1275 Peachtree St., 6th Floor

Atlanta, GA 30309

Or

Telephone:
1- 800-486-7647

Or

Email:
hipaaofficer@modivcare.com

e. **Breach Notification.** In the event of a Breach of Unsecured PHI, Subcontractor shall provide written notification to MODIVCARE of such Breach without unreasonable delay and no more than one business day from discovery of the Breach so that MODIVCARE can notify its Covered Entity Clients, if required. A Breach is treated as discovered as of the first day on which the Breach is known to Subcontractor or, by exercising reasonable diligence, would have been known to the Subcontractor. Knowledge of a Breach by a member of the workforce or other agent of the Subcontractor (other than the person committing the Breach) is imputed to Subcontractor. Consequently, Subcontractor shall implement reasonable policies and systems for discovery of Breaches and train its workforce members and agents to recognize and promptly report a Breach. Subcontractor understands and agrees that it bears the burden to prove why a Breach Notification is not required. Consequently, Subcontractor shall carefully document risk assessments and how any applicable exceptions are met.

f. **Contents of Breach Notification.** Subcontractor's notification to MODIVCARE of a Breach of Unsecured PHI must be written in plain language and describe: (1) what happened, including the date of the Breach and date of discovery; (2) the types of Unsecured PHI that were involved; (3) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (4) what the Subcontractor is doing to investigate the Breach, to mitigate harm, and to protect against further Breaches; and (5) contact procedures for individuals to ask questions or learn additional information. The notice must also include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been Breached, if known. Subcontractor shall provide any additional information concerning the Breach as reasonably requested by MODIVCARE. Notification must be provided in writing to the designated MODIVCARE HIPAA Compliance Officer at the address and fax number above. If the Subcontractor believes that the Breach poses an imminent threat of misuse of Unsecured PHI, the Subcontractor shall also provide immediate notice to the designated MODIVCARE HIPAA Compliance Officer via telephone, email or other appropriate means. Subcontractor will make itself, and any subcontractors, agents, or employees available to MODIVCARE at no cost to MODIVCARE to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where Subcontractor is named an adverse party to MODIVCARE.

g. **Subcontractors and Agents.** Subcontractor agrees that anytime PHI is provided or made available to any subcontractors or agents, Subcontractor must enter into a Business Associate Agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement. This includes without limitation any contracts with billing companies, factoring companies, or other entities to whom Subcontractor may provide its trip logs, trip manifests, or MODIVCARE billing documents.

h. **Right of Access to Information.** To the extent that MODIVCARE is obligated by contract or by law to provide Individuals access to Protected Health Information in a Designated Record Set, Subcontractor will provide such access to MODIVCARE within five business days of MODIVCARE's request. This right of access shall conform with and meet all of the requirements of 45 C.F.R. § 164.524.

i. **Amendment and Incorporation of Amendments.** Subcontractor agrees to make PHI contained in a Designated Record Set available to MODIVCARE for amendment within five business days of MODIVCARE's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.

j. **Provide Accounting.** Subcontractor will document disclosures of PHI and information related to such disclosures as would be required for MODIVCARE or MODIVCARE's Covered Entity Clients to respond

to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Subcontractor will provide such information to MODIVCARE upon request.

k. **Access to Books and Records.** Subcontractor agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of MODIVCARE, available to MODIVCARE and to the Secretary for purposes of determining MODIVCARE Covered Entity Client's compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

l. **Return or Destruction of Information.** Upon request or at termination of this Agreement, Subcontractor agrees to return or destroy all PHI received from MODIVCARE or MODIVCARE's Covered Entity Clients, or created or received by Subcontractor on MODIVCARE's behalf. If return or destruction of the PHI is not feasible, Subcontractor agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. If Subcontractor elects to destroy the PHI, it shall certify to MODIVCARE that the Protected Health Information has been destroyed.

m. **Mitigation Procedures.** Subcontractor agrees to mitigate, to the maximum extent practicable and at Subcontractor's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

n. **Sanction Procedures.** Subcontractor will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law.

o. **Training.** Subcontractor will train its employees, agents, and subcontractors on the requirements of this Agreement, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to MODIVCARE upon request.

p. **Property Rights.** Subcontractor agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

4. **Term and Termination.** The Term of this Agreement shall commence as of the date executed by the parties, and shall terminate when all of the PHI provided to Subcontractor by MODIVCARE, or created or received by Subcontractor on behalf of MODIVCARE, is destroyed or returned to MODIVCARE, or, if it is not feasible to return or destroy, protections are extended to such information.

5. **Termination for Cause.** Upon MODIVCARE's knowledge of a material breach by Subcontractor of the terms of this Agreement, MODIVCARE shall either:

a. Provide an opportunity for Subcontractor to cure the breach or to end the violation within a time specified by MODIVCARE. Should the Subcontractor not cure the breach nor end the violation within the time specified by MODIVCARE, MODIVCARE may terminate the Prior Agreement immediately without penalty;

b. Immediately terminate the Prior Agreement if Subcontractor has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, MODIVCARE shall report the violation to the Secretary.

6. **Reserved.**

7. **Miscellaneous:**

a. **Binding Nature.** This Agreement shall be binding on the Parties hereto and their successors and assigns.

b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

c. **State Law.** To the extent any applicable state law confidentiality requirements are not preempted by HIPAA, Subcontractor agrees to comply with such state law requirements.

d. **Third Party Participants.** Subcontractor agrees that any of MODIVCARE's Covered Entity Clients to whom Subcontractor provides services and with whom MODIVCARE has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.

e. **Amendment.** The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree

on an amendment within ten business days thereafter, MODIVCARE may terminate the Agreement immediately with written notice to Subcontractor.

f. **Conflict.** In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control.

g. **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

h. **Independent Contractors.** Subcontractor and MODIVCARE agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other’s agent for any purpose, and shall have no authority to bind the other to any obligation.

i. **Assignment.** Subcontractor shall not assign its rights or obligations under this Agreement without the prior written consent of MODIVCARE.

IN WITNESS WHEREOF, MODIVCARE and Subcontractor have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

MODIVCARE SOLUTIONS, LLC

SUBCONTRACTOR

Sampson Area Transportation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D
FRAUD, WASTE AND ABUSE PREVENTION POLICY

Federal law requires that entities that receive at least \$5 million in annual payments under a State Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the Company's procedures for detecting fraud, waste and abuse.

ModivCare's policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts as well as information about ModivCare's policies and procedures to detect and prevent fraud, waste and abuse. We require that you adhere to these policies and disseminate the information in this Exhibit D to all employees and contractors. The information in this policy forms part of its employee manual, its transportation provider manual, and is distributed to all contractors and agents as required by the Deficit Reduction Act of 2005.

Federal False Claims Act

The federal False Claims Act applies to the submission of claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

The False Claims Act prohibits, among other things:

- knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information.

Enforcement

- The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False

Claims Act allows private individuals to bring “qui tam” actions for violations of the False Claims Act.

Reporting Suspected Fraud, Waste or Abuse

An employee or contractor who has knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste of abuse should notify his or her supervisor or other management official, who will in turn report the matter to ModivCare. Transportation providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

No Retaliation

Federal and state law as well as ModivCare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to ModivCare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer’s policy covering such matters.

Program Fraud Civil Remedies Act of 1986

The Program Fraud Civil Remedies Act of 1986 (“PFCRA”) authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know:

- is false, fictitious, or fraudulent;
- includes or is supported by any written statement that:
 - omits a material fact;
 - is false, fictitious, or fraudulent as a result of such omission; and
 - include such material fact; or
 - is for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official’s report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

State False Claims Acts

In addition to the requirements of federal law, you must comply with applicable state laws. At this time, nearly forty states have enacted False Claims Acts that are similar in substance and

procedure to the Federal laws described, above. In addition, a number of municipalities, such as Chicago and New York City have their own False Claims Acts that are similar in substance and procedure to the Federal laws described above.

Fraud, Waste and Abuse / Company Detection

ModivCare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below.

- A specific gate keeping protocol during the reservation process is used to verify that the member is eligible for transportation and that the trip is to a Medicaid provider.
- A detailed verification process for each invoice submitted by transportation providers checks whether the trip was performed by an eligible driver in a certified vehicle; that the price is correct; and that the member signed for the trip.
- Standing orders are regularly recertified with the health care facility.
- Patient attendance records at health care facilities are compared to provider invoices.
- Field monitors inspect vehicles and monitor trips for compliance.
- Every trip must be preauthorized, have a job number, and be performed in compliance with contract requirements in order to be paid.
- All network transportation provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a ModivCare contract.

ModivCare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Providers are required to report suspected cases of fraud, waste, abuse or other impropriety. Providers must cooperate in any investigations initiated by ModivCare or any government agency, as required by law.

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EXHIBIT E
SERVICE LEVEL COMMITMENTS & PROVIDER INFORMATION

Provider agrees to maintain the following operational availability, service areas, and service standards:

Method for Receiving Trips from MODIVCARE:

MODIVCARE Web-Based Platform:

Integrated 3rd Party Dispatch Platform:

- WellRyde*
- DispatchBot*
- CTS TripMaster*
- Other: _____

Transportation Service Hours:

	Operating Hours (Local Time)	Day(s) of Week
Normal Hours:	_____ 5am _____ to _____ 5pm _____	___ Su / ___ <input checked="" type="checkbox"/> M / ___ <input checked="" type="checkbox"/> Tu / ___ <input checked="" type="checkbox"/> W / ___ <input checked="" type="checkbox"/> Th / ___ <input checked="" type="checkbox"/> F / ___ Sa
After Hours:	_____ to _____	___ Su / ___ M / ___ Tu / ___ W / ___ Th / ___ F / ___ Sa
Weekend Hours:	_____ to _____	___ Su / ___ M / ___ Tu / ___ W / ___ Th / ___ F / ___ Sa

Service Area(s):

Counties:	Sampson
Zip Codes:	

Dispatch Contact Info & Operating Hours:

Phone: 910-299-0127

Fax: 910-299-0973

Email: SAT@sampsonnc.com

Normal Hours: 910-299-0127

After Hours: 910-299-0127

24/7 Emergency Contact Name and Phone #:

Name: Rosemarie O. Mobley
Phone: 910-289-1793

Provider's Authorized Representative:

Name: Rosemarie O. Mobley or _____
Title: Director Transportation Supervisor
Phone: 910-299-0127
Email: roates@sampsonnc.com jsawvel@sampsonnc.com

Provider's Mailing Address:

Care Of: Rosemarie O. Mobley
Address 1: 405 County Complex Road, Suite H
Address 2: _____
City: Clinton
State: NC
Zip Code: 28328

[Remainder of Page Intentionally Left Blank]

EXHIBIT F

NORTH CAROLINA MANDATORY MEDICAID PROVISIONS

ModivCare is a subcontracted vendor performing non-emergency medical transportation brokerage and related services on behalf of managed care organizations (our “Clients”) who are in turn contracted with the North Carolina Department of Health and Human Services (“DHHS”). As noted in the language highlighted in paragraph 6, below, the contracts between our Clients and DHHS requires the inclusion of the following Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction be included in all downstream agreements. Provider is understood to be “Subcontractor” as used in the following Certification.

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

1. By signing this Agreement, Subcontractor is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. Subcontractor will provide immediate written notice to Plan if at any time Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76.
5. Subcontractor agrees that it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. Subcontractor further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. Subcontractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where Subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

PROVIDER

Sampson Area Transportation

By: _____

Name: _____

Title: _____

Date: _____



**MEDICAID MANAGED CARE
PROVIDER AGREEMENT**

SIGNATURE PAGE

This **Medicaid Managed Care Provider Agreement** consists of: I) the Signature Page; II) the Standard Terms & Conditions; III) the Schedules; IV) Product Specific Addenda; V) the State-Product Specific Appendices to the Product Specific Addenda; VI) the State-Product Specific Attachments to the Appendices; and VII) all references incorporated therein (collectively, the "Agreement"). Provider must sign the Signature Page and Appendices and Attachments where indicated. This Agreement will become effective on the date indicated below (the "Effective Date").

Provider certifies and acknowledges that Provider has carefully read all of the provisions of this Agreement and that Provider understands and will fully and faithfully comply with such provisions (including the Arbitration Provision). In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, Provider and One Call agree to be bound by this Agreement as of the Effective Date.

**PROVIDER: Sampson County dba Sampson Area
Transportation**

ONE CALL

Signature: Kelly Rosiello

Name: Kelly Rosiello

Title: VP – Provider Contracting

Signature: _____

Name: _____

Title: _____

Date: _____

**Note: This Agreement does not become effective until it is
initialed and dated by One Call below.**

Initial here for Agreement approval: _____

Initialed by: _____

**Provider Type: Transportation – NEMT (Public
Transit)**

Effective Date of Agreement: _____

Contract No: 55-153000-066

Provider Address:
311 County Complex Road
Clinton, NC 28328

MEDICAID MANAGED CARE PROVIDER AGREEMENT

STANDARD TERMS & CONDITIONS

1. BACKGROUND.

A. This Agreement is by and between One Call (together with its subsidiaries and Affiliates, collectively "One Call") for and on behalf of itself and its subsidiaries and Affiliates, and the Provider listed on the Signature Page (together with its subsidiaries and Affiliates, "Provider"). One Call and Provider are referred to herein collectively as the "parties" or individually as a "party".

B. One Call is engaged in the business of brokering products and/or services on behalf of Clients through One Call's Provider Network.

C. Provider desires to enter into this Agreement for the purpose of receiving offers to perform and/or provide products and/or services brokered by One Call (each such offer, a "Referral"). Capitalized terms not defined within the body of this document are defined in the Glossary below.

PROVIDER AGREES TO REVIEW THE ARBITRATION PROVISION BELOW CAREFULLY, AS IT WILL REQUIRE PROVIDER TO RESOLVE DISPUTES WITH ONE CALL ON AN INDIVIDUAL BASIS (EXCEPT AS PROVIDED THEREIN) THROUGH FINAL AND BINDING ARBITRATION UNLESS PROVIDER CHOOSES TO OPT OUT OF THE ARBITRATION PROVISION. IF PROVIDER DOES NOT WISH TO BE SUBJECT TO ARBITRATION, PROVIDER MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW (SCHEDULE B, SECTION 9).

2. PROVIDER'S SERVICES.

A. Referrals. Subject to the terms and conditions contained herein, this Agreement shall afford Provider the right to accept Referrals and perform the corresponding Services offered by One Call, for which Provider shall be paid the rate(s) set forth on the applicable State-Product Specific Service Fees Attachment NC-1, incorporated herein and made part of this Agreement (the "Service Fees"). Following acceptance of a Referral, however, Provider shall perform the Services in accordance with the **Referral's Parameters as set forth in the Referral and other Client specifications as provided to Provider in such Referral**, unless expressly waived by One Call in writing. Provider's failure to provide Services on an accepted Referral in accordance with the Referral's Parameters and other Client specifications shall constitute a material breach of this Agreement for which One Call shall be entitled to seek damages.

B. Compliance and Notification.

i. Provider represents and warrants that it shall at all times while providing Services hereunder possess all licenses, permits and other legal prerequisites necessary to perform the Services, as required by the states and/or localities in which Provider operates. One Call may periodically request evidence of such compliance by requesting copies of the Provider's documentation submitted to the state in application for approval as a Non-Emergent Medical Transportation provider. Failure to maintain current licenses, permits or other legal prerequisites, or failure to comply with any other provision of this paragraph, shall constitute a material breach of this Agreement and will result in Provider being ineligible to receive Referrals and permits One Call, in its sole discretion, to remove and/or replace Provider from any Referrals in connection with which Provider is currently rendering Services.

ii. Provider shall perform the Services in accordance with all laws, rules and regulations, and in accordance with the Referral's parameters and other Client specifications. Provider shall perform the Services in compliance with the licensing authorities to which they are subject.

iii. During the Term, Provider shall notify One Call in writing of any complaint, inquiry, investigation, review, claim, suit, criminal or administrative

proceeding, or professional disciplinary action taken against Provider with or by any board of commissioners, or regulatory authority, including (without limitation) the suspension or revocation of any designation as the approved public transportation agency. This notification shall be provided no later than five (5) business days after Provider becomes aware of the action taken.

iv. Failure to comply with this Compliance and Notification Section including specifically, but without limitation, loss of or lapse in applicable licensure or board of commissioners authorization, may result in delayed, partial or no payment for Services rendered during the period of non-compliance in addition to any other rights One Call may have pursuant to law or this Agreement.

v. Non-Discrimination. Provider shall not discriminate against Covered Individuals on the basis of race, color, religion, sex, national origin, source of payment, age, ethnicity, sexual orientation, health status or disability.

vi. Upon One Call's, or One Call's Client request, Provider and Provider Personnel shall submit information to One Call relating to Provider's and Provider Personnel's ownership and control, business transactions, and information for persons convicted of crimes against Federal health care programs as described in 42 CFR part 420 subpart C (Program Integrity: Medicare) and 42 CFR part 455 subpart B (Program Integrity: Medicaid), as applicable, or as otherwise required by government contracts.

vii. Provider should report to One Call any suspected fraud, waste, or abuse by Client, One Call, Provider, Provider's Personnel, or by Covered Individuals. Reports may be made anonymously to Client's fraud hotline at (866) 678-8355.

viii. One Call's Client shall be entitled to audit Provider and Provider Personnel with respect to compliance issues, and require them to address compliance issues through education, counseling or corrective action plans.

C. Credentialing, Re-credentialing and Policy Adherence.

ii. Provider represents and warrants that they are credentialed with the State of North Carolina as a NEMT provider in accordance with Attachment NC-2. Provider also represents and warrants that they will comply with all State of North Carolina re-credentialing policies and requirements. Provider shall notify One Call immediately of any material change to their credentialing status with the State of North Carolina.

3. BILLING AND COMPENSATION.

A. Service Fees.

i. Subject to the requirements set forth herein, in exchange for accepting a Referral and fully performing the corresponding Services, One Call shall pay Provider the Service Fees. The parties agree that the Service Fees have been fully negotiated and agreed upon. Provider further acknowledges that it has had the opportunity to consider and account for any and all situations that may make its provision of the Services unusually difficult or costly (e.g. delivering the Services in remote or rural locations or on holidays and weekends) in agreeing to the Service Fees. Provider waives the right to impose any ancillary fees or surcharges above and beyond the negotiated Service Fees.

ii. Provider may submit a 30-day written request to negotiate informal increases to the Service Fees for any Service(s) during the Term. No increase to Service Fees shall be binding unless it is agreed upon by both parties in writing via an amendment to the Agreement or approved in advance and in writing by an authorized representative of One Call's Provider Relations Department. Service(s) that are outside of Provider's regular service area, which is defined by zip code or county boundaries in the Provider's One Call profile, are managed under a Single Referral Agreement ("SRA") that allows for associated one-time rate negotiations.

B. The Service Fees are based on an initial assessment of certain key factors, including, for example, projected referral volume and the current regulatory landscape. Provider understands that One Call will periodically review these key factors in order to identify any material changes thereto and that One Call may revise the Service Fees in accordance with the Amendments Section.

C. Invoicing.

i. Provider shall submit to One Call a Clean Invoice within thirty (30) days from date of the relevant Service. Except as otherwise required by law, and subject to the provisions of this Agreement, One Call shall use commercially reasonable efforts to pay Provider no later than twenty (20) days (for individual owner-operator providers), and thirty (30) days (for agency providers), respectively after One Call's receipt of a Clean Invoice. One Call reserves the right to deny payment for any invoice One Call receives more than ninety (90) days from the date of Service (the "Invoice Submission Period"), and Provider's need to resubmit any invoice for any reason shall not extend beyond the Invoice Submission Period.

ii. All invoices shall be submitted to One Call only. Provider agrees that in no event, including but not limited to non-payment by One Call or Client, insolvency or breach of this Agreement, shall Provider or any of Provider's Personnel bill, charge, attempt to collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Client, Covered Individual or any other persons other than One Call, for Services provided pursuant to this Agreement. **PROVIDER EXPRESSLY AGREES NOT TO BALANCE-BILL ANY CLIENT OR COVERED INDIVIDUAL FOR ANY AMOUNTS WHICH MAY BE DUE TO PROVIDER UNDER THIS AGREEMENT OR OTHERWISE BETWEEN THE PARTIES. PROVIDER EXPRESSLY ACCEPTS PAYMENT OF THE SERVICE FEES FROM ONE CALL AS FULL AND FINAL SATISFACTION OF ALL AMOUNTS DUE PROVIDER. FOR THE AVOIDANCE OF DOUBT, SHOULD PROVIDER SUBMIT AN INVOICE TO ONE CALL, ANY CLIENT OR ANY COVERED INDIVIDUAL IN EXCESS OF THE AMOUNT OWED OR PAID BY ONE CALL TO PROVIDER, PROVIDER SHALL BE PROHIBITED FROM SEEKING THE DIFFERENCE BETWEEN THE INVOICED AMOUNT AND THE PAID AMOUNT FROM ONE CALL, THE CLIENT, THE COVERED INDIVIDUAL OR ANY OTHER PARTY OR PERSON. PROVIDER FURTHER AGREES TO WAIVE ITS RIGHT TO FILE A LIEN (OR SUCH SIMILAR SECURITY INSTRUMENT) AGAINST ONE CALL, ANY CLIENT OR ANY COVERED INDIVIDUAL FOR ANY AMOUNTS ALLEGED TO BE DUE IN EXCESS OF SERVICE FEES.** The prohibitions in this Section do not prohibit Provider from billing a Covered Individual for co-payment or deductible amounts (but only where applicable).

iii. To avoid misunderstanding and disputes, in each case before providing transportation to a Covered Individual that is not covered Service hereunder, Provider shall (i) inform the Covered Individual that the transportation is not a covered Service and will not be paid for by One Call or Client, and (ii) obtain the Covered Individual's agreement to pay for such transportation after being so advised.

iv. Neither Provider, nor any Provider Personnel, shall claim payment in any form, directly or indirectly, from a Federal health care program for items or services covered under this Agreement.

v. The provisions of Section 3. C. ii. of the Agreement, as may have been appended, amended or modified hereunder; (i) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration, (ii) shall be construed for the benefit of Covered Individuals, and (iii) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and Covered Individuals or persons acting on their behalf.

vi. If payment of an amount sought in a claim is denied or reduced by One Call or its Client, Provider shall adjust Covered Individual copayments, coinsurance or cost sharing accordingly. This prohibition does not preclude Provider from pursuing any and all remedies available to Provider in the event that a claim is wrongfully denied or reduced by One Call.

vii.

D. Set-off. One Call shall have all of its common law, equitable and statutory rights of set-off, which rights shall include, but not be limited to, One Call's option to offset any monies due to Provider under this Agreement against any amounts due and owing to One Call or any One Call Affiliate in connection with Services performed by Provider. Additionally, for a period of one hundred eighty (180) days following One Call's payment to Provider for Services rendered, should Provider, Provider's Personnel, be found to be unqualified to have performed Services to a Covered Individual (as of the applicable date(s) of service), One Call shall have the right to recoup such amounts paid to Provider for the associated Services. Each One Call Affiliate not a party to this Agreement is intended to be, and shall be, a third party beneficiary of this provision.

4. TERM. This Agreement shall commence as of the Effective Date and continue until June 30, 2021 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each, a "Renewal Term"), unless previously terminated in accordance with the Agreement. The Initial Term together with any and all Renewal Terms shall be referred to collectively herein as the "Term".

5. TERMINATION.

A. Termination Without Cause. Either Party may terminate this Agreement at any time without cause by giving no less than sixty (60) days' prior written notice to the other party. One Call may, in its sole discretion, at any time during the Term, remove Provider from its Provider Network without cause and communicate such removal to Clients and/or Covered Individuals. One Call will notify provider in writing if removed from Provider Network.

B. Termination for Cause. This Agreement may be terminated by Provider upon thirty (30) days' written notice to One Call in the event One Call breaches this Agreement and fails to cure the breach within the thirty (30) day notice period.

C. Immediate Termination. Notwithstanding the foregoing provisions of this Termination Section, this Agreement may be terminated immediately upon written notice by either One Call or Provider to the other party upon the occurrence of any of the following events:

i. any court or governmental agency determines that this Agreement violates any law or regulation;

ii. the filing by or on behalf of either One Call or Provider of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation;

iv. failure by Provider to maintain current insurance coverage in the amounts and types required herein;

v. the loss or suspension of any license or authorization of Provider, which is required by Provider to conduct its business or perform its obligations under this Agreement;

vi. One Call determines that immediate termination is in the best interest of any Client or Covered individual.

D. Transition Services. One Call, in its sole discretion, may ask Provider to provide Services following termination of this Agreement in order to afford One Call the opportunity to identify a successor provider of the Services. To the extent One Call

so elects, the Provider agrees to furnish the Services in accordance with the terms of this Agreement and in consideration of the same Service Fees for a period not to exceed sixty (30) days. After such thirty (30) day period, in the event One Call has not identified a successor provider of the Services, One Call and Provider can agree to renegotiate the applicable Service Fees but are under no obligation to do so.

E. **Deactivation.** Notwithstanding any of the termination rights herein, One Call may, in its sole discretion and/or at the request of a Client, deactivate Provider from the Provider Network at any time during the Term, due to non-compliance. Deactivation will not cause this Agreement to terminate, but may prevent Provider from receiving Referrals from One Call. Upon any deactivation, One Call's Provider Quality and Credentialing Committee policy and procedure will be implemented and followed, which provides Provider the right of appeal.

F. **Remedies.** The remedies for breach of this Agreement as provided herein are cumulative and in addition to any and all other remedies available to the parties at law or in equity, including without limitation, the right to monetary damages and injunctive relief.

G. Provider shall, and shall require any Provider Personnel to, obtain One Call's and One Call Client's prior written approval of any communications to Covered Individuals regarding the expiration or termination of this Agreement.

6. **INSURANCE.** Provider shall maintain insurance coverage in accordance with the applicable Product Specific Addenda, Addendum 1.

7. **INDEMNIFICATION.**

A. Provider agrees to indemnify, protect and hold harmless One Call, its Clients, any applicable governmental authorities, and Covered Individuals from any and all actual or threatened claims, demands, damage, suits, losses, liabilities and causes of action (including attorneys' and paralegals' fees and costs) arising directly or indirectly from, as a result of or in connection with: (i) Provider's or Provider's Personnel's actions (or omissions) arising from the performance of Services under this Agreement, including, without limitation, personal injury or death to any person or liability for civil and/or criminal conduct (e.g., theft, assault, battery, fraud); (ii) any liability arising from Provider's or Provider's Personnel's failure to comply with the terms of this Agreement; or (iii) any actual or alleged infringement of any patent, copyright, trademark, service mark or other type of intellectual property or proprietary right. Provider shall give One Call immediate written notice of any claims, suits, judgments or demands which may be subject to this indemnification provision. This provision shall survive termination of the Agreement.

B. One Call agrees to indemnify, protect and hold harmless Provider from any and all actual or threatened claims, demands, damage, suits, losses, liabilities and causes of action (including attorneys' and paralegals' fees and costs) arising directly or indirectly from, as a result of or in connection with: (i) One Call's or One Call's Personnel's actions (or omissions) arising from the scheduling of Services under this Agreement, including, without limitation, personal injury or death to any person or liability for civil and/or criminal conduct (e.g., theft, assault, battery, fraud); (ii) any liability arising from One Call or One Call's Affiliate's failure to comply with the terms of this Agreement; (iii) any actual or alleged infringement of any patent, copyright, trademark, service mark or other type of intellectual property or proprietary right. One Call shall give Provider immediate written notice of any claims, suits, judgments or demands which may be subject to this indemnification provision. This provision shall survive termination of the Agreement.

8. **CONFIDENTIALITY.**

A. **Confidential Information.** The parties understand that to perform the Services and obligations contemplated by this Agreement it is necessary for the parties to exchange certain confidential and proprietary information regarding their operations, customers and other sensitive details that the parties consider confidential. This confidential and proprietary information ("**Confidential Information**") whether disclosed prior to or after the Effective Date, includes, but is not limited to, (1) the other party's information regarding its systems, methods, processes and technology (software and hardware); (2) the other party's trademarks, trade dress, copyrights, patents, trade secrets,

logos, images and other intellectual property rights; (3) data regarding the identity of One Call's Clients and their Covered Individuals, including their medical records, their names and contact information (e.g., email addresses and internal phone numbers) that have not been disclosed to the public; (4) Provider's customers and/or clients, contact persons and their addresses, (5) the other party's pricing, pricing methods and billing practices; (6) the other party's marketing and financial plans; (7) the other party's business proposals, and bids, and any related letters, memoranda, agreements, and other internal documents; and (8) financial or other information regarding the other party.

B. **Exceptions to Confidential Information.** Confidential Information shall not include any information that: (1) is or becomes available to the public through no fault of the receiving party; (2) was known to the receiving party prior to its receipt from the disclosing party; (3) is independently developed by the receiving party without use of Confidential Information received from the disclosing party; or (4) is received by the receiving party from a third party having no obligation of confidentiality to the disclosing party.

C. **Disclosure of Confidential Information.** Except upon order of government authority having jurisdiction, or as required by North Carolina Public Records law and pursuant to a Public Records request, or in the normal course of business of One Call's communications with Clients, potential Clients, representatives or agents of Clients or potential Clients, and in fulfilling such Client's or potential Client's requests for network or provider information, or upon written consent by the other party or, in the case of Provider, its Personnel, One Call and Provider covenant and agree that they shall not disclose to third parties or use for their own benefit or the benefit of any third party, any Confidential Information entrusted by the other party, its customers/Clients or the Covered Individuals in the performance of Services pursuant to this Agreement. The parties specifically intend that the text of this Agreement be considered proprietary information protected hereunder. Provider further agrees that it shall not disclose to any other party the existence or nature of any arrangement between One Call and any third party billing or administrative agent as pertains to Referrals. Notwithstanding the foregoing, Provider acknowledges and agrees that claims, data and other information submitted to One Call pursuant to this Agreement may be used, directly or indirectly, for purposes of obtaining payments from Federal or state governments under Federal health care programs, and payments that Provider receives under this Agreement may be, in whole or in part, from Federal funds

D. **Return of Confidential Information.** Each party retains all rights in its Confidential Information. Provider agrees to return any and all of One Call's property and Confidential Information in Provider's possession immediately upon termination of this Agreement by either party. Provider acknowledges that its failure to return One Call's property or Confidential Information could delay payment of any outstanding invoices.

E. **Confidentiality of this Agreement.** The parties acknowledge and agree that this Agreement, including its existence and the content herein including specifically, but without limitation, the Service Fees and all State-Product Specific Service Fees Attachments, constitutes confidential and proprietary business information as between Provider and One Call and shall not be reproduced, shared, disseminated, or disclosed to any entity or person without mutual consent (unless required by law or regulation).

F. **Publicity.** Except as otherwise provided herein, neither party shall use the name or logo of the other party for marketing or any other purpose without the prior written consent of the other party.

G. **Business Associate Agreement.** The parties hereby enter into the Business Associate Agreement ("**BAA**") and agree to comply with the BAA at all times. The BAA is fully incorporated into and made a part of this Agreement. One Call reserves the right to update the BAA from time to time if required to comply with applicable law and shall provide written notice to Provider. Any such updates will be automatically incorporated into and made a part of this Agreement.

H. **Injunctive Relief.** The parties agree that the remedy for violation of this confidentiality provision or the BAA may include injunctive relief since damages are neither reasonably ascertainable nor certain in any manner.

9. **RESTRICTIVE COVENANTS.**

A. Non-Interference. During the Term, Provider shall neither interfere with nor obstruct the economic advantages or contractual relationships (whether written or verbal) between One Call and its Clients. Provider shall not contact any Client or Covered Individual for which One Call brokered Services via Provider except as solely necessary for Provider to render such Services. For the avoidance of doubt, this provision expressly prohibits Provider from contacting any Client and/or Covered Individual, or accepting offers from any Client and/or Covered Individual for the purpose of, or having the result of (a) seeking to assume control of the care for such Covered Individual directly, without the oversight of One Call, (b) otherwise diverting or attempting to divert any business from One Call or any successor, or (c) otherwise inducing, requesting, advising or persuading any Client to cease to do business with or reduce the amount of business which such Client has customarily done or is reasonably expected to do with One Call or any successor.

B. This section intentionally blank.

C. Non-Solicitation of Employees. During the Term and for a period of twelve (12) months thereafter, Provider shall not, directly or indirectly, solicit for employment or employ, or accept services provided by any current or former employee or independent contractor of One Call without One Call's prior written consent. This Section 9.C. shall not prohibit Provider from hiring any person who responds to a general advertisement, including but not limited to, advertisements or solicitations through newspapers, trade publications, periodicals, radio or internet database, or efforts by any recruiting or employment agencies, not specifically directed at employees of One Call.

D. No Steering. Provider shall not, and shall require its Personnel not to, directly or indirectly, solicit any Member to join a competing health plan, induce any Member to cease doing business with One Call, or One Call's health plan Client, or engage in steering of Federal health care program beneficiaries in a manner proscribed by laws, or government contract requirements.

10. RELATIONSHIP OF THE PARTIES.

A. Independent Contractors.

i. This Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create a relationship between independent contractors and not that of employer and employee. The parties are not employees, agents, joint venturers or partners of each other for any purpose. One Call does not, and shall not be deemed to, direct or control Provider generally or in Provider's performance under this Agreement specifically, including in connection with Provider's provision of the Services or Provider's acts or omissions. Provider retains the sole right to determine whether or not to accept or reject Referrals from One Call. Neither One Call nor Provider shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement. Provider has no authority to hold him/herself out as an employee, agent or authorized representative of One Call.

ii. Except as otherwise may be required by any One Call Client and set forth in the applicable Protocols, One Call shall have no right to require Provider to: (a) display One Call's name, logo or colors on Provider's person or within Provider's place of business; or (b) wear a uniform or any other clothing displaying One Call's name, logo or colors.

iii. Provider agrees that neither it, nor any of its Personnel, will make any representations that it or they are an "employee of" One Call. As an independent contractor, Provider recognizes that it is not entitled to unemployment benefits following termination of the parties' relationship.

B. Non-Exclusivity.

i. The parties expressly acknowledge and agree that One Call intends to use Provider on an as-needed basis. Provider shall not construe a sustained level of Referral volume persisting over a period of time as a commitment, representation or estimation of the volume of Referrals One Call may direct to Provider in the future (e.g. for

the purpose of calculating future damages and/or lost profits, which are prohibited pursuant to the Limitation of Liability provision below).

ii. Nothing in this Agreement requires One Call to send Referrals to or purchase services from Provider. One Call is entitled to request information, proposals, or competitive bids from third parties for any products or services, whether the same or similar to the Services provided by Provider under this Agreement and whether on the same or different terms than those in this Agreement. Subject to any restrictions in this Agreement, Provider is entitled to provide products or services, whether the same or substantially similar to its Services hereunder, to other parties as it provides to One Call. Nothing in this Agreement is intended as an exclusive relationship agreement.

11. PROVIDER'S PERSONNEL.

A. General. Provider shall furnish at its own discretion, selection, and expense any and all of its Personnel. Provider shall be solely responsible for the direction and control of its Personnel, if any, performing labor pursuant to this Agreement, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. Provider shall determine the method, means and manner of the performance of the work of its Personnel. To the extent Provider uses Personnel to perform any of the Services contemplated by this Agreement, Provider understands and hereby warrants that it will only use Personnel that meet all of the requirements applicable to Provider, as described in this Agreement. In signing this Agreement, Provider certifies that the Personnel it utilizes in performing Services pursuant to this Agreement meet all industry and regulatory standards and qualifications. Provider further certifies that any Personnel that Provider assigns to perform Services under this Agreement will possess the requisite licenses and permits required of Provider under this Agreement, and will have accomplished all other prerequisites necessary to perform such services required by the state or states and locality or localities in which the Services are to be performed.

B. Subcontractors. Provider shall notify One Call at time of acceptance of a Referral of its intent to utilize one or more subcontractors in the provision of Services for the Referral (excepting however, when in the normal course of business a public transportation system coordinates the transport of a Covered Individual with another public transportation system such notice shall not be required). Such notification shall include the name of the subcontractor and the capacity in which the subcontractor will be providing the Services. One Call shall not be liable to Provider for reimbursement of any Services performed in whole or in part by any subcontractor not identified by Provider in accordance with this Section. One Call reserves the right, at its sole discretion and for any reason or no reason, to reject Provider's use of a subcontractor and may elect to redirect all or any portion of the Referral to another Provider, or, may require additional terms and conditions be applicable to the Referral due to Provider's use of subcontractors. Provider shall remain fully responsible and liable for ensuring subcontractors meet the credentialing requirements required of Provider herein, and for any and all acts or omissions of such subcontractors in the provision of Services. Provider further agrees that its subcontractors shall be contractually (i) bound to comply with the same proof of insurance and notice requirements applicable to Provider, as set forth in the Insurance Section and (ii) forbidden to bill One Call or any Client or Covered Individual for any reason whatsoever.

C. Payment of Provider Personnel. Provider assumes full and sole responsibility for the payment of all wages, benefits and expenses of its Personnel, if any, and for all state and federal income tax withholdings, unemployment insurance, and social security taxes as to Provider and all persons employed by Provider in the performance of the Services, and Provider shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituted authority with respect thereto. One Call shall not be responsible for the wages, benefits or expenses due Provider's Personnel nor for income tax withholding, social security, unemployment, or other payroll taxes of Provider's Personnel.

D. Control of Provider Personnel. One Call shall neither have nor exercise disciplinary authority or control over Provider's Personnel, shall have no authority to supervise or direct Provider's Personnel in the performance of their work for Provider, and shall have no authority or right to select, approve, hire, fire or discipline any of

Provider's Personnel. Provider shall immediately remove any Provider Personnel involved with the delivery of the Services upon the request of One Call or any Client. This removal would be due to non-compliance of driver or incident and/or accident that occurred until further details are evaluated for re-approval or permanent termination from being utilized for only One Call's members.

E. Taxes. One Call is not authorized to withhold state or federal income taxes, social security taxes, unemployment insurance taxes, or any other local, state or federal tax on behalf of Provider or Provider's Personnel. If mandated by a court of law with proper authority and jurisdiction, One Call shall comply with the terms of a garnishment order, as required by law. One Call will comply with any and all applicable requirements of local, state, or federal law to report payments One Call makes to independent contractors. Provider will be notified of any such reports made by One Call regarding Provider's services to the extent required by applicable law.

12. **DISPUTE RESOLUTION PROVISION**

A. Choice of Law. The choice of law provisions contained in this Section do not apply to the Arbitration Provision below, such Arbitration Provision being governed by the Federal Arbitration Act. Accordingly, and except as otherwise stated in the Arbitration Provision, the interpretation of this Agreement shall be governed by North Carolina law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the Provider's perspective city within North Carolina.

B. Arbitration Provision. Unless resolved informally or in small claims court, the parties agree to adhere to the terms relating to arbitration of disputes set forth on the attached Schedule B, only if the Provider has not opted out of such Arbitration.

C. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (B) PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE.

13. **AUDITS**

A. Scope. From time to time, One Call may conduct audits relevant to the performance of the Provider's obligations under this Agreement. The subject matter of such audits may include, without limitation: (i) the Provider's operational practices and procedures as they relate to this Agreement, including security procedures; the accuracy of the Provider's invoices and reports in relation to the provision of the Services under this Agreement; (ii) the Provider's compliance with its confidentiality, privacy and security obligations under this Agreement; (iii) material (including books and records) in the possession of the Provider relevant to the Services or Agreement; and (iv) any other matters determined by One Call to be relevant to the Services or Agreement.

B. Process.

i. Except in those circumstances in which a shorter notice period is imposed on One Call by a third party, including, without limitation, a Client, a federal or state regulatory agency or accreditation organization, One Call must give the Provider no less than three (3) business days' notice of an audit and, where reasonably practicable, an indication of which documents and/or class of documents the auditor may require.

ii. For the purposes of audits, the Provider must grant, and where relevant must ensure that the Provider Personnel grant, One Call access as required by One Call, to the Provider's premises and data, records, accounts and other financial material or material relevant to the performance of this Agreement. Provider shall, at its own cost, ensure that it keeps full and complete records and that data, information and

records relating to this Agreement or its performance are maintained in such a form and manner as to facilitate access and inspection under this Section.

iii. The Provider must promptly take, at no additional cost to One Call, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit. If any audit reveals any material breach of the Agreement on the part of Provider, Provider shall bear the costs One Call incurred in performance of such audit. Otherwise, each party shall bear its own costs incurred in connection with any audit.

iv. For the avoidance of doubt, the rights of One Call under this Section apply equally to One Call's Clients or any third-party auditor One Call designates.

v. This Section applies during the Term of this Agreement and for a period of ten (10) years following termination of this Agreement or the date of completion of any audit, whichever is later.

C. One Call and One Call's Client's Rights.

i. One Call's Client shall have the right to monitor, inspect, evaluate and audit Provider and Provider Personnel. In connection with any monitoring, inspection, evaluation or audit, Provider shall, and shall require its Personnel to, provide One Call's Client with access to all records, personnel, physical facilities, equipment and other information necessary for Client or its auditors to conduct the audit. Within ten (10) business days of One Call's or Client's written request for records, or such shorter time period required for One Call or Client to comply with requests of governmental authorities, Provider shall, and shall require its Personnel to, compile and prepare and furnish all such records to, as directed, either One Call or Client, in a form and format reasonably requested by Client. Copies of such records shall be at no cost to One Call or One Call's Client.

ii. Provider shall, and shall require its Personnel to, make available to One Call, or One Call's Client, upon request, Provider's or Personnel's records relating to termination of this Agreement if such termination is related to audit findings, fraud, waste and abuse concerns, or exclusion from Federal health care programs.

D. The requirements of this Agreement regarding records, access and audit shall survive expiration or termination of this Agreement.

14. **STATE-SPECIFIC PROVISIONS AND FEDERAL SPECIFIC MODIFICATIONS**

A. State-Specific Provisions. Certain provisions of this Agreement are subject to modification due to state-mandated rules and regulations. A list of the state-specific provision that apply to this Agreement (the "State-Specific Provisions") are set forth in each State-Product Specific Appendix. The State-Specific Provisions are incorporated into and made a part of this Agreement. One Call reserves the right to update the State-Specific Provisions from time to time when required by law and/or NCDOT with notice to Provider and any such updates will be automatically incorporated into and made a part of this Agreement.

15. **NOTICES.** Wherever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand to the address specified below; (ii) when received by the other party after being sent by overnight courier service to the address specified below (return receipt requested) or by United States Mail postage prepaid by certified mail (return receipt requested) to the address specified below; (iii) when sent by electronic mail to the address specified below; or (iv) when posted by One Call to the Provider Portal. Any notice Provider wishes to give hereunder must identify (in writing) the Provider’s legal name, the type of Services Provider performs hereunder and the Effective Date of the Agreement.

Notices to One Call shall be delivered to:

One Call

841 Prudential Dr., Suite 204

Jacksonville, FL 32207, Attn: Provider Relations Network Programs

Email to: GroupHealth_ProviderRelations@onecallcm.com

With a Copy to:

One Call

841 Prudential Dr., Suite 204

Jacksonville, FL 32207, Attn: Legal Dept.

To the physical address reflected on the Signature Page of this Agreement. Provider shall submit all changes to such Notices address in writing to the addresses and recipients listed above for One Call.

Either party may at any time designate a different person to whom notice shall be given by delivering a written notice to that effect to the other party identifying such person and his/her address.

In addition to any other notices required under this Agreement, Provider shall give notice to One Call within five (5) business days of the occurrence of any event that could reasonably be expected to impair the ability of Provider to comply with the obligations of this Agreement, including any of the following: (a) an occurrence that causes any of the representations and warranties in this Agreement made by Provider to be inaccurate, (b) Provider or Provider’s Personnel fails to maintain insurance as required by this Agreement, (c) Provider’s or any of its Personnel’s license, certification or accreditation expires or is suspended or revoked, or (d) a grievance or civil legal action is filed by a Covered Individual against Provider or Provider’s Personnel.

16. **ENTIRE AGREEMENT.** Any and all of the following documents that may exist between the parties, as amended or updated from time to time, are incorporated into and made a part of this Agreement by this reference:

- A. The Signature Page
- B. The Standard Terms & Conditions (incl. the BAA)
- C. Schedule A – Glossary
- D. Schedule B – Arbitration Provision
- E. Schedule C - Federal-Specific Modifications (when applicable)
- F. Product Specific Addenda
- G. State-Product Specific Appendices
- H. Attachments to State-Product Specific Appendices
 - i. Service Fees
 - ii. Credentialing Requirements
 - iii. Protocols
- I. Any and all Exhibits attached hereto

- J. Provider’s submitted Credentialing Application
- K. Any and all incorporated references.

One Call reserves the right to update its Credentialing Requirements and/or Protocols when applicable through NCDOT. One Call at its sole discretion can update including, without limitation, Billing Protocol or any other policy posted on the One Call Provider Portal or as otherwise communicated to Provider.

In addition, One Call reserves the right to update from time to time at its sole discretion the description of Services and add such other schedules as it may elect when required by law and/or NCDOT, provided that, in the event that Provider cannot or will not comply with any such updates, Provider may terminate this Agreement by giving One Call written notice of said termination within thirty (30) days of Provider’s receipt of notice of such an update.

The Agreement, together with the incorporated documents listed above, constitutes the entire agreement between One Call and Provider with respect to the subject matter hereof. This Agreement supersedes all prior promises, agreements, communications, representations, warranties and understandings of the parties and their Affiliates and subsidiaries, oral and written, with respect to the subject matter hereof. For purposes of this Section, the term “Affiliates and subsidiaries” includes, without limitation: One Call Medical, Inc., One Call Care Diagnostics, Align Networks, SmartComp, LLC, MSC Group, Inc., TechHealth, Inc., Integrated Healthcare Services, LLC, Total Mobility and Modification Services, Inc., Total Medical Solutions, Inc., OCM IPA, Inc., and One Call Government Solutions, LLC.

17. **RELEASE OF PRIOR CLAIMS.** In consideration for entering into this Agreement, and for other adequate consideration, the receipt of which is hereby acknowledged, the parties each release, waive and forever discharge one another and their respective Affiliates, predecessors, successors, officers, directors, employees, former employees, representatives, and parent companies from any and all claims, demands, actions, suits, liens, obligations, costs, fees, charges, liabilities, losses, damages, and causes of action of every kind and character, whether asserted or unasserted, in law or in equity, for or by reason of any matter, cause or thing whatsoever concerning, related to, or arising out of the parties’ dealings (including, without limitation, any agreement(s) between the parties, whether written or oral) from the beginning of time through the date of this Agreement.

18. **COMMUNICATIONS.** Provider expressly consents to receiving communications from One Call via any means including, without limitation, telephonically (including via automatic telephone dialing systems), interactive voice response, electronic mail and facsimile. Provider expressly agrees to waive Provider’s rights under the Telephone Consumer Protection Act of 1991 as such rights relate to communications Provider receives from One Call including, without limitation, Provider’s right to revoke the consent given in the preceding sentence. For the avoidance of doubt, any dispute arising under this Section or any alleged violation of the TCPA shall be subject to the Arbitration Provision and decided pursuant to the terms thereunder. Provider expressly agrees that the foregoing consent and waiver applies to all communications from One Call prior to and after the Effective Date. Provider shall, upon request, certify, based on its best knowledge, information and belief that all data and other information directly or indirectly reported or submitted to One Call pursuant to this Agreement is accurate, complete and truthful.

19. **CONFLICT OF INTEREST.** Provider represents and warrants that it has given no commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value to any employee or agent of One Call or anyone else in connection with this Agreement. Provider shall notify One Call immediately of any such solicitation by any One Call employee or agent.

20. **AMENDMENTS.** With the exception of the Service Fees or other provisions that have been negotiated and mutually agreed to in writing signed by both parties, all of the provisions of this Agreement may be amended from time to time upon written notice of such amendment by One Call to Provider. Any such amendment, which is typically required by changes in state or federal regulation, shall be binding upon Provider as of the date of One Call’s written notice of such amendment to Provider unless Provider objects to such amendment in writing to One Call within thirty (30) days of the receipt of such notice. No other amendment including, without limitation, modifications to the Service Fees, shall be valid unless it is in writing and is signed by an authorized representative of each of the

parties. Unless changes are made to the arbitration provisions herein, Provider acknowledges and agrees that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

21. **ASSIGNMENT.** This Agreement, being intended to secure the services of Provider, shall not be assigned, delegated or transferred in any manner by Provider without the written notice to One Call immediately following such assignment, provided however, in the event that One Call objects for any reason to such assignment, it shall have the right to immediately terminate this Agreement pursuant to Section 5. This Agreement may be assigned by One Call with written notice to Provider to any entity, agency or instrumentality having authority to accept such assignment; provided that, notwithstanding any such assignment, One Call shall still be obligated to perform pursuant to the terms of and be bound by this Agreement. Upon the making of any assignment permitted hereunder, this Agreement shall be binding upon and inure to the benefit of the parties, and to their respective successors and assigns. Any assignment not permitted hereunder shall be null and void and of no force or effect.

22. **CHANGE IN PROVIDER'S STATUS.**

A. **Change of Control.**

i. In the event Provider undergoes a Change of Control, Provider shall give written notice to One Call within five (5) days of such occurrence. This notice will set forth the transaction with sufficient detail to enable One Call to reasonably determine whether or not such transaction may affect One Call's rights under this Agreement.

ii. This Agreement shall be binding upon the successor-in-interest to Provider following any Change of Control. Therefore, it is Provider's obligation to notify any such successor-in-interest of the existence and binding nature of this Agreement in advance of the Change of Control.

B. **Other Changes.** Provider agrees to notify One Call thirty (30) days prior to any material change in its status other than a Change of Control, including, but not limited to, any change in corporate name, address, change in equipment, taxpayer identification number or provider rendering Services pursuant to this Agreement.

C. **Failure to Notify.** In the event Provider fails to notify One Call or any successor-in-interest in accordance with the foregoing, Provider agrees, for the avoidance of doubt, that any losses One Call may incur as a result of such failure to notify One Call shall be deemed the type of losses contemplated by the Indemnification provision set forth above, and thus, Provider agrees to indemnify and hold harmless One Call against any such losses. Notwithstanding the foregoing, Provider's failure to notify the successor-in-interest following a Change of Control will not relieve such successor-in-interest's obligation to perform pursuant to the terms of and be bound by this Agreement.

D. **Breach.** Any Change of Control of Provider without the requisite notice shall be a breach of this Agreement.

23. **ADVICE OF COUNSEL.** Each party acknowledges having had the opportunity to be represented by and/or advised by independent counsel of its own choice throughout all negotiations preceding execution of this Agreement; therefore, the terms of this Agreement shall be given a neutral interpretation, and any ambiguities or uncertainty in this Agreement shall not be construed against any party.

24. **COOPERATION.** Provider agrees to cooperate with One Call with regard to future litigation in any way related to Provider's services under this Agreement. For

example, Provider agrees to make any such Personnel available to review documents, answer questions, and/or appear as a witness in any such litigation per One Call's request. Provider also agrees to notify One Call should Provider be subpoenaed or otherwise contacted by anyone regarding litigation involving a Client or a Covered Individual.

25. **AUTHORIZATION TO USE NAME AND STATUS.** One Call shall have the right, but not the obligation, to market the network in which Provider participates and to arrange to have Provider's name, address, telephone numbers and other pertinent, publicly available information included in One Call's directory of Providers. One Call may also use Provider's name in marketing brochures and other marketing literature, without the prior consent of Provider, in its discretion, for the purpose of identifying Provider's contract with One Call and otherwise to carry out the terms of this Agreement.

26. **WAIVER.** No failure on the part of either One Call or Provider to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

27. **SEVERABILITY.** The parties hereto agree and understand that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be unenforceable.

28. **FORCE MAJEURE.** Each party hereto shall be excused from performance hereunder for any period during which it is prevented from performing any Services pursuant hereto, in whole or in part, as a result of delays caused by another party or an act of God, war, civil disturbance, labor dispute of another party or any third party, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, and such nonperformance shall not be a default hereunder or a ground for-termination hereof; provided, however, that if the nonperformance continues for a period of thirty (30) days or more, then either party may immediately terminate this Agreement. In the event that a party is excused from performance pursuant to this paragraph, then that party shall take all reasonable actions to resume, or provide alternative, performance of its obligations hereunder as soon as feasible.

29. **HEADINGS; REFERENCES.** All headings used herein are used for convenience only and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

30. **THIRD PARTY BENEFICIARIES.** One Call's Affiliates and its parent companies are intended third party beneficiaries of this Agreement.

31. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, each of which shall be deemed an original, including facsimile and electronic versions. A reference to a signature or to anything being signed or executed includes electronic signatures to the extent and as provided for in any applicable law. Electronic signatures (including those effectuated via DocuSign®) have the same legal effect, validity or enforceability as manually executed signatures.

SCHEDULE A

GLOSSARY

1. **"Affiliate"** means an entity controlled by, controlling or under common control with, another entity, regardless of whether such affiliation became effective before, during or after the Term.
2. **"Change of Control"** means when a party's controlling interest is acquired by another entity which as of the date of such acquisition neither controls, nor is controlled by nor is under common control with such party. For the avoidance of doubt, a Change of Control includes transactions in which Provider sells all or the majority of its business to another entity, or transfers a majority of its voting rights to a third party.
3. **"Clean Invoice"** means a Provider invoice for Service(s) that is in accordance with One Call's Billing Protocol (which One Call reserves the right to change from time to time in its sole discretion) and the Service Fees.
4. **"Client"** means an organization (either public or private) or a health maintenance organization, an insurance company, a self-insured employer, a union welfare fund or other managed care organization that provides a benefit plan to Covered Individuals, which has agreed to associate with One Call to make use of One Call's brokering services.
5. **"Covered Individual"** means a person participating in a benefit plan administered by a Client or otherwise receiving products and Services hereunder.
6. **"Parameter"** means the specified requirements for the performance of a trip (i.e., attendant required, bariatric member/wheelchair, two-man assist, etc.).
7. **"Personnel"** means, collectively, any and all of Provider's employees, subcontractors, franchisees, representatives or other agents required or incidental to the performance of the Services contemplated by the performance of this Agreement.
8. **"Provider Network"** means One Call's proprietary network of product/service providers.
9. **"Services"** means the Transportation services
10. **"Transportation"** means Non-Emergent Medical Transportation ("NEMT") of Covered Individuals including (without limitation), ground and air transportation as more specifically set forth in the Product Specific Addenda.

SCHEDULE B

ARBITRATION PROVISION

Note: for purposes of this Schedule B, the term “you” or other applicable pronoun refers to Provider.

1. **IMPORTANT NOTES REGARDING THIS ARBITRATION PROVISION.**

A. Except as provided below, arbitration does not limit or affect the legal claims you may bring against One Call. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.

B. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties’ dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.

C. **IMPORTANT: This Arbitration Provision will require you to resolve any claim that you may have against One Call on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq.) against One Call, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against One Call by someone else.**

D. **WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.**

2. **HOW THIS ARBITRATION PROVISION APPLIES.**

A. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates.

B. Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action.

C. Except with respect to the Class Action Waiver (defined below), such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court or judge. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver or PAGA Waiver below, including their enforceability, revocability or validity.

D. Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all disputes between you and One Call, as well as all disputes between you and One Call’s fiduciaries, administrators, Affiliates, subsidiaries, parents, and

all successors and assigns of any of them, including but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with One Call, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by One Call and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

E. This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

3. **LIMITATIONS ON HOW THIS AGREEMENT APPLIES.** The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply to: (a) a representative action brought on behalf of others under PAGA, California Labor Code § 2698 et seq., to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction; or (b) claims for workers compensation, state disability insurance and unemployment insurance benefits.

4. **SELECTING THE ARBITRATOR AND LOCATION OF THE ARBITRATION.**

A. The arbitrator shall be selected by mutual agreement of One Call and you. Unless you and One Call mutually agree otherwise, the arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who resided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply; however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. Those rules are available here: <http://www.jamsadr.com/rules-streamlined-arbitration/>.

B. Any arbitration proceeding commenced hereunder shall be subject to exclusive jurisdiction in the City of Jacksonville, Florida.

5. **INITIATING THE ARBITRATION.** All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first-class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to One Call shall be provided to One Call, 841 Prudential Dr., Suite 204, Jacksonville, Florida, 32207, Attention: Legal Department. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

6. **HOW ARBITRATION PROCEEDINGS ARE CONDUCTED.** You and One Call agree to resolve any dispute that is in arbitration on an individual basis only, and not on a class, collective action, or representative basis (“Class Action Waiver”). The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other

than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. Notwithstanding any other provision of this Agreement, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

7. **PRIVATE ATTORNEY GENERAL ACT.** Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the extent permitted by law, (1) you agree not to bring a representative action on behalf of others under PAGA, California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis — i.e., where you are seeking to pursue a claim on behalf of a government entity — you agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (“PAGA Waiver”). Notwithstanding any other provision of this Agreement or the Arbitration Provision, the validity of the PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the PAGA Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from this Agreement; (2) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the parties’ attempt to arbitrate any remaining claims on an individual basis pursuant to the Arbitration Provision; and (3) any representative action brought under PAGA on behalf of others must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the PAGA Waiver is unenforceable with respect to those claims, the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

8. **ATTORNEYS’ FEES AND ARBITRATION COSTS.** In any arbitration proceeding hereunder, the arbitrator shall award, and the prevailing party shall recover from the non-prevailing party, its attorneys’ and paralegal fees and costs incurred in connection with the arbitration. Costs shall include all costs of the arbitrator and the arbitration proceeding.

*To the extent the terms in this Schedule B differ from the terms of the Agreement, the terms in this Schedule B shall control.

[END OF SCHEDULE B]

9. **YOUR RIGHT TO OPT OUT OF ARBITRATION.** Arbitration is not a mandatory condition of your contractual relationship with One Call. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying One Call in writing of your desire to opt out of this Arbitration Provision, either by (1) sending, within thirty (30) days of the date this Agreement is executed by you, electronic mail to legal@onecallcm.com, stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g. UPS, Federal Express, etc.), or by hand delivery to:

One Call
841 Prudential Dr., Suite 204
Jacksonville, Florida, 32207
Attention: Provider Relations Network Programs

With a Copy to (at the same address), ATTN: Legal Department

In order to be effective, the letter under option (2) must clearly indicate your intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within thirty (30) days of the date this Agreement is executed by you. Your writing opting out of this Arbitration Provision, whether sent by (1) or (2), will be filed with a copy of this Agreement and maintained by One Call. Should you not opt out of this Arbitration Provision within the 30-day period, you and One Call shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.

10. **FULL AND COMPLETE AGREEMENT RELATED TO FORMAL RESOLUTION OF DISPUTES; ENFORCEMENT OF THIS AGREEMENT.** This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

ONE CALL BUSINESS ASSOCIATE AGREEMENT

BACKGROUND

Whereas, Provider and One Call (together with its Affiliates and subsidiaries, "Business Associate") have a business relationship pursuant to which Provider provides certain services for Business Associate (the "Services") and may be parties to one or more written agreement(s) governing such relationship (the "Services Agreement(s)").

Whereas, Business Associate serves as a business associate to its customers, which may be covered entities (each, a "Covered Entity") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and as implemented by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule").

Whereas, pursuant to the Services Agreement(s), Provider may use, disclose, receive, transmit, or create from or on behalf of Business Associate, protected health information ("PHI") as defined by the Privacy Rule.

Whereas, the parties are committed to complying with the Privacy Rule, the Security Rule, HIPAA, and HITECH.

Provider acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Provider in the same manner that such sections apply to Business Associate. This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("E PHI"), shall be handled. The parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship. All capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule, HIPAA, HITECH and the Services Agreement(s).

Provider and Business Associate hereby enter into this Business Associate Agreement (this "BAA") on the following terms and conditions:

ARTICLE 1 PERMITTED USES AND DISCLOSURES OF PHI

1.1 Unless otherwise limited herein, Provider may:

- (a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Business Associate as requested by Business Associate from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, or violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security;
- (b) disclose PHI for the purposes authorized by this BAA only: (i) to its employees, subcontractors and agents; (ii) as directed by this BAA; or (iii) as otherwise permitted by the terms of this BAA; and
- (c) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1 **Responsibilities of Provider.** With regard to its use and/or disclosure of PHI, Provider shall:

- (a) use and/or disclose the PHI only as permitted or required by this BAA or as otherwise Required by Law;
- (b) report to the privacy officer of Business Associate, in writing,
 - (i) any use and/or disclosure of the PHI that is not permitted or required by this BAA of which Provider becomes aware, and
 - (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Provider's determination of the occurrence of such unauthorized use and/or disclosure. In such event, Provider shall, in consultation with Business Associate, mitigate, to the extent practicable, any harmful effect that is known to Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Provider to have been, accessed, acquired, used or disclosed during the Breach.
- (c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;
- (d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Provider pursuant to this BAA;
- (f) document disclosures of PHI and information related to such disclosure and, within five (5) business days of receiving a written request from Business Associate, provide to Business Associate such information as is requested by Business Associate to permit Covered Entity or Business Associate to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Provider or Business Associate for such an accounting. At a minimum, Provider shall provide Business Associate with the following information:
 - (i) the date of the disclosure,
 - (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person;
 - (iii) a brief description of the PHI disclosed; and
 - (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Provider, Provider shall, within two (2) business days, forward such request to Business Associate. Provider shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;
- (g) subject to Section 4.4 below, return to Business Associate within twenty (20) business days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;
- (h) disclose to its subcontractors, agents or other third parties, and request from Business Associate, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
- (i) if all or any portion of the PHI is maintained in a Designated Record Set:
 - (1) upon ten (10) business days' prior written request from Business Associate, provide access to the PHI in a Designated Record Set to Business Associate or, as directed by Business Associate, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and
 - (2) upon ten (10) business days' prior written request from Business Associate, make any amendment(s) to the PHI that Business Associate directs pursuant to 45 C.F.R. § 164.526;

- (j) notify Business Associate within five (5) business days of Provider's receipt of any request or subpoena for PHI. To the extent that Business Associate or Covered Entity decides to assume responsibility for challenging the validity of such request, Provider shall cooperate fully with Business Associate and/or Covered Entity in such challenge; and
- (k) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the PHI and protect against threats or hazards to such security.

2.2 Provider acknowledges that, as between Provider and Business Associate, all PHI shall be and remain the sole property of Business Associate.

2.3 Additional Responsibilities of Provider with Respect to EPHI. In the event that Provider has access to EPHI, in addition to the other requirements set forth in this BAA relating to PHI, Provider shall:

- (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Provider creates, receives, maintains, or transmits on behalf of Business Associate as required by 45 C.F.R. Part 164, Subpart C;
- (b) ensure that any subcontractor or agent to whom Provider provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and
- (c) report to the privacy officer of Business Associate, in writing, any Security Incident involving EPHI of which Provider becomes aware within five (5) business days of Provider's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, Provider shall, in consultation with Business Associate, mitigate, to the extent practicable, any harmful effect that is known to Provider of such improper use or disclosure.

2.4 Responsibilities of Business Associate. Business Associate shall, with respect to Provider:

- (a) Business Associate shall notify Provider of any limitation(s) in the notice of privacy practices of Business Associate's Covered Entity customers under 45 C.F.R. § 164.520, to the extent that such limitation may affect Provider's use or disclosure of PHI.
- (b) Business Associate shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Provider's use or disclosure of PHI.
- (c) Business Associate shall notify Provider of any restriction on the use or disclosure of PHI that Business Associate's Covered Entity customers have agreed to or are required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Provider's use or disclosure of PHI.
- (d) Business Associate shall not ask Provider to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Business Associate.

ARTICLE 3 TERMS AND TERMINATION

3.2 Termination. Business Associate may terminate this BAA and any related agreements if Business Associate determines in good faith that Provider has breached a material term of this BAA; provided, however, that Provider shall have the opportunity to cure such breach to the reasonable satisfaction of Business Associate within twenty (20) business days after Provider's receipt of written notice of such breach.

3.3 Automatic Termination. This BAA shall automatically terminate without any further action of the parties upon the termination or expiration of Provider's provision of Services to Business Associate.

3.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Provider shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Provider shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Provider to return or destroy any portion of the PHI, Provider shall provide Business Associate with a statement that Provider has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Provider shall extend any and all protections, limitations and restrictions contained in this BAA to any PHI retained after the termination of this BAA until such time as the PHI is returned to Business Associate or destroyed.

ARTICLE 4 MISCELLANEOUS

4.1 Survival. The respective rights and obligations of Provider and Business Associate under this BAA (solely with respect to PHI that Provider retains in accordance this BAA because it is not feasible to return or destroy such PHI), shall survive termination of this BAA until such time as the PHI is returned to Business Associate or destroyed.

4.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the parties. To the extent that any relevant provision of HIPAA, HITECH, or the Privacy or Security Rules is materially amended in a manner that changes the obligations of Business Associate or Provider, the parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

4.3 No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

4.4 Notices. Any notices to be given hereunder to a party shall be made via certified mail or nationally recognized express courier (e.g., Fed EX) to the following address: If to Business Associate: One Call, 841 Prudential Drive, Suite 204, Jacksonville, FL 32207, Attn: Legal Department; and if to Provider: to the address Business Associate has on file for Provider.

4.5 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of North Carolina; as provided, however, that any ambiguities in this BAA shall be resolved in a manner that allows the parties to comply with the Privacy Rule, and, if applicable, the Security Rule.

4.6 Indemnification. In the event of any action arising out of this BAA, the indemnification provision set forth in the Services Agreement(s) shall control. If no Services Agreement(s) exists, the prevailing party shall be indemnified and held harmless by the other party from and against any costs or expenses incurred by it in connection with such action, including without limitation, attorneys' fees.

4.7 **Entire Agreement.** This BAA constitutes the entire agreement between Business Associate and Provider with respect to the subject matter hereof. This BAA supersedes all prior promises, agreements, communications, representations, warranties and understandings of and between the parties and their Affiliates and subsidiaries, oral and written, with respect to the subject matter hereof.

[END OF BUSINESS ASSOCIATE AGREEMENT]

ADDENDUM 1

PRODUCT SPECIFIC ADDENDUM

NON-EMERGENT MEDICAL TRANSPORTATION

Certain provisions of the Standard Terms & Conditions are subject to modification due to the type of Products or Services performed by Provider hereunder (collectively, the “Product Specific Provisions”). The Product Specific Provisions that apply to this Agreement are as follows: These specific product requirements supersede One Call’s General Transportation Manual.

TRANSPORTATION

- 1.0 **Performance Requirements.** Providers shall perform Services in accordance with the terms and conditions set forth in this Agreement at the agreed-to rates set forth in the applicable State-Product Service Fees Attachments, shall meet and maintain the credentialing requirements set forth in the applicable State-Product Credentialing Requirements Attachments, and shall comply with all Protocols set forth in the applicable State-Product Protocols Attachments, as may modified from time to time.
- 1.1 **Vehicle Requirements.** Provider acknowledges and agrees the vehicle Provider uses in connection with the Services shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the applicable area; (b) owned or leased by Provider, or otherwise in Provider’s lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a vehicle of its kind, and in clean and sanitary condition.
- 1.2 The Communications Section (Section 18) of the Agreement is modified to include text messages as type of communication Provider expressly agrees to receive from One Call.
- 2.0 **Background Checks.**
- i. This section is intentionally deleted.
 - ii. This section is intentionally deleted.
- 3.0 **Excluded Entity.** Provider represents and warrants that, as of the Effective Date, neither it, nor any of Provider’s Personnel is on the list of Excluded Individuals/Entities (as such is defined by the Office of Inspector General). Provider agrees to regularly audit (no less than monthly) its Personnel to ensure compliance with the foregoing and will immediately notify One Call in the event that it, or any of its Personnel becomes an Excluded Individual or Entity. In such event, One Call shall be permitted to immediately terminate this Agreement.
- 4.0 **Insurance Requirements.** Provider agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance for the Products and Services provided pursuant to this Product Specific Addendum during the entire duration of the Agreement and through the third anniversary of the termination of this Agreement:
- (a) **Worker’s Compensation** – The Provider shall provide and maintain Worker’s Compensation Insurance as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of \$500,000.00, covering all of Provider’s employees who are engaged in any work under this Agreement. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Agreement.
 - (b) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defensive cost shall be in excess of the limit of liability.)
 - (c) **Automobile Liability Insurance:** Providers shall maintain insurance coverage in accordance with NCUC Rule R2-36 (a), as may be amended from time to time. Current minimum coverage requires \$1.5 million liability coverage on vehicles with a seating capacity of 15 passengers or less, including the driver, and \$5 million liability coverage on vehicles with a seating capacity of 16 passengers or more. The Provider shall provide this insurance for all automobiles that are:
 - i. owned by the Provider and used in the performance of this Agreement;
 - ii. hired by the Provider and used in the performance of this Agreement;
 - iii. owned by the Provider’s employees and used in performance of this Agreement (“non-owned vehicle insurance”). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner’s liability insurance.
- 5.0 **Order of Precedence.** Except for the State-Specific Provisions set forth in the applicable State-Product Specific Appendix (which takes precedence over all other terms of this Agreement), to the extent any terms in this Product Specific Addendum differ from the terms of the Agreement, the terms in this Product Specific Addendum shall control.

[END OF ADDENDUM 1]

APPENDIX NC – PUBLIC AGENCY

(State-Product Specific Appendix)

to

PRODUCT SPECIFIC ADDENDUM 1

NON-EMERGENCY MEDICAL TRANSPORTATION

NORTH CAROLINA STATE-SPECIFIC PROVISIONS

1. WHEREAS, certain provisions of this Agreement are subject to modification due to state-specific rules and regulations. The state-specific provisions that apply to this Agreement (the "State-Specific Provisions") are listed below. These specific product requirements supersede One Call 's General Transportation Manual.

NOW THEREFORE, the parties agree as follows:

1. **GENERAL TERMS.** The State-Specific Provisions are fully incorporated into and made a part of the Agreement. Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Agreement. One Call reserves the right to update the State-Specific Provisions set forth on this Appendix from time to time where required by law and/or NCDOT with notice to Provider, by modification to this Agreement and/or Amendment and any such updates will be automatically incorporated into and made a part of the Agreement, with consent through a signature of both parties. To the extent the State-Specific Provisions differ from the terms of the Agreement (including all other Schedules, the Product Specific Addenda, and all Appendices, Attachments and Exhibits made thereto, the State-Specific Provisions shall control as pertains to the provision of the associated Products and Services in the applicable State.

2. **NORTH CAROLINA.**

- 2.1 Provider shall at all times comply with any and all State of North Carolina rules and regulations specific to the provision of NEMT within the state of North Carolina.

- 2.2 **Texting.** Drivers shall not text while driving.

3. These State-Specific Provisions are subject to revision/modification as required by specific health plan requirements as entered into and agreed upon by One Call. Any such revision/modification will be implemented by formal modification to this Agreement, which shall be duly executed by the parties hereto

ATTACHMENT NC-1

to

APPENDIX NC

NON-EMERGENT MEDICAL TRANSPORTATION

SERVICE FEES

- Rate Per Loaded Mile – Charge applied to each loaded mile of travel required to transport a Covered Individual to a covered benefit / medical appointment.

Non - Ambulance Service Rates		Ambulance Service Rates	
Ambulatory (Sedan)	\$ 2.70	BLS	\$ N/A
Wheelchair	\$ 2.85	ALS	\$ N/A
Stretcher	\$ N/A	ACLS	\$ N/A

- Per Leg Load Fee – Charge to load a Covered Individual at location of pick-up for a covered benefit / medical appointment.

Non - Ambulance Service Rates		Ambulance Service Rates	
Ambulatory (Sedan)	\$ 12.00	BLS	\$ N/A
Wheelchair	\$ 28.00	ALS	\$ N/A
Stretcher	\$ N/A	ACLS	\$ N/A

PROVIDER: Sampson County dba Sampson Area Transportation

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Provider Type: Transportation - NEMT

ONE CALL

Signature: Kelly Rosiello
 Name: Kelly Rosiello
 Title: VP – Provider Contracting

Note: The Service Fees above do not become effective until initialed and dated by One Call below.

Initial here for Service Fees approval: _____
 Initialed by: _____

Effective Date of Service Fees: _____

Contract No: 55-153000-066

ATTACHMENT NC-2

to

APPENDIX NC

NON-EMERGENCY MEDICAL TRANSPORTATION

CREDENTIALING REQUIREMENTS

The State of North Carolina manages all credentialing requirements for Managed Medicaid Providers. One Call will verify the Provider's enrollment with the State of North Carolina and the Provider's continued status as an approved Managed Medicaid provider throughout the Term of this Agreement.

One Call and Provider will comply with the provisions of the NC DHHS Medicaid Managed Care Non-Emergency Medical Transportation Policy Guidance, dated February, 18, 2020, as may be amended from time to time. These specific credentialing requirements supersede One Call 's General Transportation Manual.

ATTACHMENT NC-3

to

APPENDIX NC

NON-EMERGENT MEDICAL TRANSPORTATION

PROTOCOLS

Provider shall, at all times during the term of this Agreement, adhere to the following One Call Protocols. These specific product requirements supersede One Call 's General Transportation Manual.

One Call Transportation Services Referral Information Protocols

1. Provider shall contact One Call via one of the methods below for any referral or authorization questions or requested changes. Any variation from the level of service (e.g., adding a leg to the trip) without prior authorization from One Call, may result in reduced or non-payment.
 - a. Phone (877) 598-7640
 - b. Email RideRequest@onecallcm.com
2. In the event of emergency while transporting member, provider / driver shall immediately call 911 for further instruction.
3. In the event of accident, provider / driver shall first ensure the safety of the member, themselves, and others involved in the accident. As soon as practical after an accident, provider / driver shall notify One Call.
4. If the provider / driver encounters behavioral issues with the member during transport, the provider / driver shall call One Call at 877-598-7640 for additional instruction. The provider / driver shall not drop off the member in route and leave the member stranded without transportation. If the provider / driver determines that the member's behavioral issues are a threat to themselves or cause a safety issue while driving, the provider / driver shall safely pull the vehicle over in a safe location and stop the vehicle. The provider / driver shall call 911 for assistance when their safety or the member's safety is at jeopardy.
5. Provider / driver must notify One Call at their earliest convenience of any issues with address location, member not at pickup location, etc. for further instruction.
6. Public Transit driver shall allow member 5 minutes after scheduled pickup time to come to the vehicle before determining a member no-show.
7. Provider / driver must notify One Call immediately to the best of their ability upon becoming aware of any delay in arriving or early arrival prior to Transportation Provider's scheduled pick-up time.
8. Provider / driver must notify One Call at least 24 business hours before scheduled pickup time if the provider / driver is not able to pick up member.
 - a. 24 business hours equals one (1) full twenty-four (24) hour day Monday through Friday.
 - i. Notification for a Monday pickup must be provided no later than the Friday before.
 - ii. Notification provided on a Saturday or Sunday are considered late.
 - iii. Late notifications (i.e., less than 24-hours prior to pick-up or on Saturday or Sunday) are marked as "missed" trips, which negatively impact the provider / driver quality score.
9. Missed trips are defined as:
 - a. A canceled pickup that the provider gave notice to One Call within 24-hours of pickup that One Call is unable to fulfill with another provider / driver.
 - b. Provider / driver's failure to:
 - ii. transport member to drop-off location in a timely manner
 - iii. perform service due to other issues that result in member missing their appointment
10. The following Standards of Conduct are expected to be followed by all drivers:
 - a. Present yourself to the member appropriately; in a clean manner wearing business casual or professional attire.
 - b. Introduce yourself upon arrival to the member.
 - c. Drive with consideration and respect.
 - d. Do not request tips.
 - e. Do not collect or attempt to collect any co-payment or reimbursement from the member
 - f. Upon request from a member or their family member, guardian, or other authorized individual, present your complete and accurate licensure and experience.
 - g. Do not smoke in the vehicle. Do not eat or drink in the vehicle while it is in transit.
 - h. Provide boarding assistance, in a dignified fashion, to / from the seating portion of the vehicle, if necessary or requested.
 - i. Assistance includes any or all of the following:
 1. Opening / closing vehicle door
 2. Fastening seatbelt or wheelchair securing straps

3. Storing mobility assistive devices
 - i. Provide door-to-door service for non-ambulatory members by opening / closing building doors, except when such assistance would present a safety hazard for members remaining in the vehicle. For ambulatory members curb to curb is the expected level of service.
11. Required vehicle standards:
 - a. Vehicles must be maintained, at all times, in compliance with state and federal safety standard, including applicable ADA regulations, and manufacturer's maintenance standards.
 - i. Non-compliant vehicles must immediately be removed from service and shall not be reinstated to service until brought back in compliance.
 - b. Vehicles shall be kept free of debris / trash and odors, such as smoke, perfume, or pet odor.
 - c. Vehicles shall be free of dirt, grime, oil, torn upholstery, damaged / broken seats, protruding metal or other objects that could result in injury or discomfort to the member.
 - e. Vehicles shall be used as intended by manufacturer and shall not transport more passengers than the maximum allowed seating capacity.
 - f. Vehicles shall have functioning:
 - i. Seatbelts
 - ii. Heating and air conditioning
 - iii. Headlights, tail lights, and brake lights
 - iv. Safety features, such as windshield wipers and sufficient tire tread
 - v. Two-way communication (confirm that personal cell phone will fulfill this requirement.
 - g. Vehicles shall always be maintained in compliance with local DMV requirements.
12. Invoice and payment standards:
 - a. Provider shall submit Clean Invoices via the provider portal within 30 days from the date of service.
 - b. Provider shall enter actual pickup time and drop off time for each trip in the portal.
 - c. Providers shall enroll for ACH disbursement. One Call shall charge an administrative fee for any paper checks that are issued.
 - i. To enroll in ACH, email disbursements@onecallcm.com or fax (866) 255 – 4215

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT	<u>ITEM NO.</u>	<u>2 (c)</u>
Meeting Date: May 3, 2021	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Social Services Advisory Board

The second consecutive term of Pamela McGuirt expires June 30, 2021. She is not eligible for reappointment.

Sampson Community College Board of Trustees

The term of Trustee Larinda Haight expires on June 30, 2021. She is eligible for reappointment.

Workforce Development Board

The Workforce Development Board is requesting that the Sampson County Board of Commissioners consider appointing someone to the Labor Organization seat currently filled by Mr. Lonnie McPhail. Mr. McPhail's term expires June 30, 2021, and he has not requested to be considered for reappointment. We have advised the Workforce Board staff that persons representing Labor Organizations are difficult to find, and they have indicated that they will try to assist as necessary to see if they can identify potential appointees or identify an alternative to this designation. We will provide any recommendations they offer as of the date of the meeting.

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 of a plow, with a sheaf of wheat and a bundle of cotton on either side. The text "SAMPSON COUNTY N.C." is written around the top inner edge, and "EST. 1784" is at the bottom.

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: April 9, 2021

SUBJECT: DSS Advisory Committee Member Appointment

Please be advised our DSS Advisory Committee member, Ms. Pamela McGuirt's second term will end June 30, 2021. We would like to request a BOC agenda item for the May 2021 meeting, to include appointment of a new Advisory Committee member. We respect and honor the guidance and consideration of the BOC. Thank you and have a great day!

SWB: kc



SAMPSON COMMUNITY COLLEGE

P.O. Box 318
Clinton, NC 28329

p 910.592.8081
f 910.592.8048
www.sampsoncc.edu

April 22, 2021

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 Larinda Haight will expire on June 30, 2021.

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. Haight, 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: Dr. Theodore "Ted" Thomas, Chair
SCC Board of Trustees

Ms. Larinda Haight

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **3**

Meeting Date: May 3, 2021

<u> </u> Information Only	<u> </u> Public Comment
<u> </u> Report/Presentation	<u> </u> Closed Session
<u> </u> Action Item	<u> </u> Planning/Zoning
<u> x </u> Consent Agenda	<u> </u> Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the April 5, 2021 and April 22, 2021 meetings
- b. Authorize County Manager to engage the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, PC, and demographer John Morgan to assist with redistricting
- c. Adopt a Capital Project Ordinance concerning airport construction (State Aid to Airports Grant - Runway 24 Grant), approve the Scope of Work/Professional Services Contract with AVCON Engineers, and adopt the associated budget amendment
- d. Approve the execution of the contract between Sampson County and Central Carolina Holdings, LLC for scrap tire recycling and disposal
- e. Declare obsolete Sheriff’s Office radios (per submitted list) as surplus and authorize sale to Sunny Communications at a price of \$25 each
- f. Approve Revision #2 of the County Funding Plan for the Home and Community Care Block Grant for Older Adults
- g. Approve the tax refunds and releases as submitted
- h. Approve budget amendments as submitted

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, April 5, 2021. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin and Lethia Lee. Absent: Commissioner Jerol Kivett.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Sue Lee who called on Assistant County Manager Susan Holder to provide the invocation. Vice Chairperson Sue Lee then led the Pledge of Allegiance.

Approval of Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda with the following changes: (1) add to Consent Agenda item 4 (f) the Agreement for Professional Services related to the CDBG-NR Program; and (2) add as Item 3 (i) the Authorization of the County Manager to negotiate a 10-month lease of County property for agricultural purposes.

Item 1: Roads - with NCDOT

Update on Closure of Highway 421 Rest Area North Carolina Department of Transportation Division Engineer Chad Kimes informed the Board that after a temporary closure of nearly 13 months, the Sampson County rest area would reopen, effective April 6, 2021. The rest area will operate seasonally, being open the months of April through October based on seasonal traffic totals, 24 hours per day, with staff present 8 hours per day, Monday through Friday. The operational cost of the rest area is \$50,000. Commissioner Lethia Lee expressed thanks for reopening the rest area which provides service to the citizens of Sampson County.

Item 2: Planning & Zoning Matters

Consideration of Preliminary Plan for Countryside Acres (15-lot, RA)
Located on Kitty Fork Road Senior Planner Austin Brinkley reviewed the request for approval of the preliminary plan for the 15-lot Countryside Acres Subdivision, located on Kitty Fork Road. Upon a motion made by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to approve the preliminary plan for Countryside Acres, as recommended by the Planning Board.

(Public Hearing) Consideration of Rezoning Request by David E. Baggett, to Rezone Tax Parcel ID # 13003301001 from Unzoned to Residential Agricultural (RA)
The Chairman opened the hearing and acknowledged Senior Planner Austin Brinkley

who presented the request to rezone approximately .50-acre parcel located on Giddensville Road from being unzoned to Residential Agricultural (RA). The Chairman opened the floor for public comments, and none were offered. The hearing was closed. Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the request to Rezone Tax Parcel ID # 13003301001 from Unzoned to Residential Agricultural (RA), accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the Zoning Map amendment R21-01 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the fact this parcel is in the general vicinity of agricultural use and low-density residential development.*

(Public Hearing) Consideration of Rezoning Request by Jimmy R. Tyndall, to Rezone Tax Parcel ID # 10060380004 from the Residential (R) Zoning to Commercial (C) The Chairman opened the hearing and acknowledged Senior Planner Austin Brinkley who presented the request to rezone a 1.07-acre parcel located at 3226 Fayetteville Hwy., Dunn, NC, from (R) Residential to (C) Commercial. The Chairman opened the floor for public comments, and none were offered. The hearing was closed. Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to approve the request to Rezone Tax Parcel ID # 10060380004 from the Residential (R) Zoning to Commercial (C), accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the Zoning Map amendment R21-02 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the fact this parcel is adjacent to a parcel zoned Commercial, as well as the parcel has frontage on a major thoroughfare.*

Item 3: Action Items

(Public Hearing) Naming of Private Road (Hayes Farm Lane) The Chairman opened the hearing and called upon Assistant County Manager Susan Holder who reviewed the recommendation for naming a certain private road. The floor was opened for public comments and none were received. The hearing was closed. Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to name the private road as follows:

PVT 1601 349 171 Hayes Farm Lane

(Public Hearing) Proposed Expenditure of Funds to Acquire 21.54 Acre Parcel from Jackson Family Investments, LLC The Chairman opened the hearing and

acknowledged Economic Developer Stephen Barrington who presented the proposal to the Board. The Chairman then opened the floor for public comments, and none were received. The Chairman closed the hearing. Upon a motion made by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt a resolution approving the expenditure and authorizing the County Manager to execute an Agreement of Purchase & Sale substantially like the Agreement of Purchase & Sale of Real Estate found in the agenda. (Copy filed in Inc. Minute Book ____ Page ____.)

(Public Hearing) Recommended Amendments to Allocation of Funds for Economic Development within FY 20-21 Budget The Chairman opened the hearing and acknowledged Economic Developer Stephen Barrington who presented the Board with a budget amendment reflecting additional funding received by Economic Development. The Chairman then opened the floor for public comments, and none were received. The Chairman closed the hearing. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the associated budget amendment.

EXPENDITURE		Economic Development		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200	531101	Existing Industry	\$400.00	
11449200	539500	Employee Training	\$1,320.00	
11449200	519500	Professional Services - Engineering	\$10,000.00	
REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920	356805	Existing Industry	\$400.00	
11034920	408401	Donations (NCEDA Scholarship)	\$1,320.00	
11034920	408920	NC Southeast Funds	\$10,000.00	

Economic Development – Approval of Revolving Loan Fund Operational Guideline and Application and Appointment of Revolving Loan Committee Economic Developer Stephen Barrington presented the request for approval of the program and lending guidelines for the Revolving Loan Committee and appointments. Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to approve the loan application and guideline documents as recommended by the Economic Development Advisory Board and the appointment of the following Revolving Loan Committee members: Pat Nobles (Term ending 2022); Chuck Spell (Term ending 2023); and, Robby James and Jeff Nethercutt (Terms ending 2024). (Copies of the loan application and guideline documents filed in Inc. Minute Book ____ Page ____).

Mr. Barrington introduced and the Board welcomed newly hired Economic Development Specialist Ali Breedlove.

Emergency Services - Adoption of Multi-Jurisdictional Hazard Mitigation Plan
Interim Emergency Management Director Kevin Hairr and Emergency Services Support Specialist Kelsey Carter presented the proposed Hazard Mitigation Plan to the Board for approval, noting that the plan is updated every 5 years. Upon a motion made by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt the resolution evidencing the approval of the plan by Sampson County (Copy filed in Inc. Minute Book ____ Page ____).

Public Works - Authorization of Resubmission of Application for NC Division of Water Infrastructure Funding for Keener Well Project
Public Works Director Lin Reynolds, joined by Dewberry Engineer David Ross, explained that the previous application for the Keener Well Project was not funded. Dewberry had reconfigured the application to make it more favorable, and they requested approval to resubmit for funding consideration. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the resolutions authorizing the resubmission of funding applications, authorizing the County Manager to sign the Application and Fund Transfer Certifications and the Finance Officer to sign the Financial Information Forms (Copies of the documents filed in Inc. Minute Book ____ Page ____).

Public Works - Award of Bid for Iron/Manganese Treatment Project
Public Works Director Lin Reynolds and Dewberry Engineer David Ross reported that four bids were received for the Iron/Manganese Treatment Project, and all exceeded the project budget, the lowest bid having been found to be non-responsive. The engineers attempted to work with the next apparent low bid to achieve cost reductions. Unfortunately, no significant reductions could be achieved; therefore, the engineers recommended splitting the project into two separate projects (a water main project and an Iron/Manganese treatment project) in order to encourage participation from smaller contractors. There would also be additional bid alternates to create cost savings. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to reject all bids and to authorize rebidding of the project as described by staff.

Convention and Visitors Bureau
Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Wally Bashlor to fill the unexpired term of Deborah Thompson on the Convention and Visitors Bureau and to appoint Roland Hall as the Chairman.

Eastern Carolina Regional Housing Authority
Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Nichole Maroschak to the Eastern Carolina Regional Housing Authority.

NC Southeast Regional Economic Development
Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted

unanimously to appoint Ray Jordan to the NC Southeast Regional Economic Development Partnership.

Southeastern Economic Development Commission Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Commissioner Lethia Lee and reappoint Cary Taylor to the Southeastern Economic Development Commission.

(WALK ON) Authorization to Negotiate Lease of Property for Agricultural Use County Manager Ed Causey requested authorization to negotiate a farm year period lease of the County's property at the Sampson Business Center (Industrial Park) to Lynn Carr for agricultural purposes. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to authorize the County Manager to negotiate the lease. (Copy filed in Inc. Minute Book _____, Page _____.)

Item 4: Consent Agenda

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

- a. Approved the minutes of the March 1, 2021 and March 16, 2021 meetings
- b. Adopted a resolution designating the month of April as North Carolina 811 Safe Digging Month (Copy filed in Inc. Minute Book ____ Page _____.)
- c. Adopted a Capital Project Ordinance concerning airport construction (State Aid to Airports Grant - FBO Apron Rehabilitation Design) (Copy filed in Ordinance Book ____ Page _____.)
- d. Approved applications for lottery fund reimbursements for city and county school systems (Copy filed in Inc. Minute Book ____ Page _____.)
- e. Authorized execution of the lease between Sampson County and North Carolina State Employees Credit Union for 20 ft. by 24 ft tract for placement of automated teller machine (ATM) on County Complex (Copy filed in Inc. Minute Book ____ Page _____.)
- f. Awarded the bid for CDBG-NR grant administration services to The Adams Company and approved the contract for Professional Services (Copy filed in Inc. Minute Book ____ Page _____.)
- g. Authorized the execution of the Grant Agreement and Funding Approval documents for CDBG No. 19-C-3137 Neighborhood Revitalization (Copy filed in Inc. Minute Book ____ Page _____.)
- h. Approved tax refunds and releases as submitted:

#9551	Rodney Flowers	\$401.20
#9550	Boyd Dixon Electrical LLC	\$148.92
#9549	Caleb Lovett	\$228.70
#9516	Alan Baxter Page	\$283.79
#9525	William Eaton	\$104.49
#9527	Rebecca Bennett	\$109.74
#9522	Jordan Knupp	\$260.79
#9511	Sampson Bladen Oil Company, Inc.	\$341.62
#9532	Michael Warren	\$140.42
#9531	Albert Newton	\$990.64
#9545	Gayle Naylor	\$118.42
#9517	Willie Owens	\$154.74
Tax Release	George Mercer, Jr.	\$191.89
Tax Release	Tanya Rojas	\$166.53

i. Approved budget amendments as submitted:

EXPENDITURE		Detention Center		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243200	519300	Medical Expenses	\$13,450.00	

REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409800	Fund Balance Approp Encumbrances	\$13,450.00	

EXPENDITURE		Sheriff		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
1243100	581000	Transfer to State Agency (Weapon)	\$15,000.00	

REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	404115	Concealed Weapons Fee	\$15,000.00	

EXPENDITURE		City Schools Supplemental Current		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100	581001	Transfer to City Schools	\$50,000.00	

REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840	412000	Current Year Taxes	\$50,000.00	

EXPENDITURE		Emergency Management Facilities		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
15981530	558100	Construction	\$3,580,500.00	
15981530	509700	Contingency	\$358,050.00	
15981530	552000	Technology	\$851,903.00	
15981530	551000	Furniture	\$572,000.00	

15981530	555000	Capital Outlay other	\$74,500.00	
15981530	519900	Other Professional Services	\$42,500.00	
44981530	558100	Construction	\$7,129,400.00	
44981530	509700	Contingency	\$182,009.00	
44981530	519900	Other Professional Services	\$47,032.00	
44981530	555000	Capital Outlay other	\$377,650.00	
44981530	551000	Furniture	\$514,575.00	
44981530	552000	Technology	\$307,710.00	
44981530	574000	Capitalized Interest	\$141,624.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15038153	420000	911 PSAP Grant	\$5,479,453.00	
44038153	409100	Loan Proceeds	\$7,700,000.00	
44038153	408922	Golden Leaf Grant	\$1,000,000.00	

EXPENDITURE

Finance

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11552100	506800	Contrib to mental health	\$12,000.00	
11999000	509700	Contingency		\$12,000.00

EXPENDITURE

Social Services

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568413	Crisis Intervention		\$50,000.00

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403313	Crisis Intervention		\$50,000.00

Consent Agenda (Board of Health)

- j. Approved fee revisions as recommended by the Health Advisory Committee (Copy filed in Inc. Minute Book ____ Page ____.)
- k. Approved Health Department Volunteer Policy (Copy filed in Inc. Minute Book ____ Page ____.)

Item 5: Board Information (Board of Health)

The Board received the following items as information only:

- a. Health Advisory Board Minutes, January 25, 2021
- b. Dangerous Dog Appeal Hearing Minutes, January 27, 2021
- c. Communicable Disease Report - 2020

Item 6: County Manager's Report

County Manager Ed Causey reminded the Board of the 911 and Emergency Services Facilities Groundbreaking Ceremony on April 16, 2021 at 1 p.m. and the Board of Equalization and Review meeting scheduled on April 22, 2021 at 1 p.m. in the Administration Conference Room.

Item 7: Public Comment Period

The Chairman opened the floor for comments and no comments were received from those present. The Clerk reported no comments had been received by mail or email.

Adjournment

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

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a special meeting at 2:00 p.m. on Thursday, April 22, 2021 in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, NC. Members present: Chairman Clark Wooten and Commissioners Thaddeus Godwin, Jerol Kivett and Lethia Lee. Absent: Vice Chairperson Lee.

Chairman Wooten convened the meeting at the conclusion of the Board's session as the Board of Equalization and Review.

**Item 1: CONSIDERATION OF NOTICE OF TERMINATION TO
 PIEDMONT COMMUNICATIONS COMPANY WITH RESPECT TO
 PROPERTY MANAGEMENT AGREEMENT**

County Attorney Joel Starling explained that the County was currently party to a Property Management Agreement with Piedmont Communications for management of the County's radio tower and the monthly management of our two-way radios. As part of the budget process, it was determined that it may benefit the County to seek RFPs for these services. The first step would be to send notice of termination for the existing contract (although the vendor was welcome to submit a proposal for a new contract). Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to authorize the County Attorney to give notice of termination, effective June 30, 2021.

Adjournment

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

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S
SAMPSON COUNTY

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: April 21, 2021
RE: Engagement of Outside Counsel and Demographer to Assist Sampson County with the Redistricting of County Commissioner Districts

The results of the 2020 census likely will not be available until August or September of 2021. Given the fact that Sampson County will be required to complete the redistricting process at least 150 days before the March 8, 2022 primaries (to the extent that the new census results trigger the requirement that it redistrict), staff are recommending that the Board be proactive and engage needed outside consultants now. The law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. ("Ogletree Deakins") and demographer John Morgan assisted the County with the redistricting process during the 2010 census cycle and are available to assist during the current cycle. Ogletree Deakins has agreed to cap its legal fees at \$15,000, and demographer John Morgan has agreed to provide services at a flat rate of \$10,000.

By approving this consent agenda item, the Board of Commissioners will authorize the County Manager to engage Ogletree Deakins and John Morgan to assist with the redistricting process.

Materials:

1. Engagement Letter

Ogletree Deakins

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

Attorneys at Law

Forum IV
8529 Six Forks Road, Suite 600
Raleigh, NC 27615
Telephone: 919-787-9700
Facsimile: 919-783-9412
www.ogletree.com

Michael D. McKnight
919-789-3159
michael.mcknight@ogletree.com

April 21, 2021

Joel Starling
County Attorney, Sampson County
406 County Complex Road, Building 6
Clinton, NC 28328

RE: Proposed Terms of Interim Engagement
Our file No.: 772569-000007

Dear Mr. Starling:

Thank you for considering our firm to represent Sampson County for the purpose of providing legal advice on the redistricting of county commissioner districts. We understand that, following our meeting with you and the members of the Board of Commissioners on April 1, the commissioners wish to move forward with hiring us to advise them on redistricting. We would be honored to represent the interests of Sampson County in this capacity under the terms outlined below.

It is our policy to send each client an engagement letter to make them aware of the firm's billing practices. For more information about our firm, you may want to visit our website at www.ogletreedeakins.com. In addition, feel free to call me directly at any time.

Our billing practices are explained below:

- Our billing cycle runs from the first to the last day of each month. All fees and expenses on any matter for you will be summarized on a monthly bill that will be mailed to you as soon as possible after the first of each month. Our bills are due upon receipt.
- For this engagement, we will charge you our standard hourly rates minus a ten percent discount on our legal fees. The standard hourly rate for the lawyers who may work on this file run from \$360 to \$480. My standard rate is \$450 and, with the discount applied, my rate for this matter will be \$405.

- We will not charge you for time spent traveling between our office in Raleigh and Sampson County.
- You will be billed for our out-of-pocket expenses in addition to our fees.
- We will limit our charges to Sampson County (capped fee) to the amount of \$15,000.00 for all attorney work, including time charged in relation to our April 1 meetings. Out-of-pocket expenses will be charged in addition to fees. The capped fee will be based upon our agreement to make a maximum of three trips to Sampson County. Any expenses incurred for a demographer or other experts to assist during the redistricting process, including demographer John Morgan, will be billed in addition to our fees and are not included in the \$15,000 capped fee referenced above. This capped fee also does not include any litigation that may arise from the redistricting process. Fees to defend any litigation will be charged on an hourly basis, less a 10% discount, unless a different agreement is reached between our firm and Sampson County at the time any litigation arises.

If you have any specific billing requirements, please forward the necessary information to our centralized billing department in Columbia, South Carolina, to the attention of Account Services Department (864) 241-1801:

Account Services Department
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
P. O. Box 89
Columbia, SC 29202

It is the firm's policy to retain client matter files for a period of ten years from the date the file is closed. Sampson County has the option of requesting the file at any time within this ten-year period. Sampson County will be notified by letter prior to the end of the file-retention period and given a final opportunity to request the file. If the Commissioners chose not to have the file sent at that time, the file will be destroyed.

The goal of the Ogletree Deakins firm since its founding has been to serve clients fairly in the most professional, courteous, and timely fashion possible. We are committed to providing the highest quality legal service to our clients. We continuously strive to upgrade and improve the level of service we provide, using the most up-to-date technology available to us. In the course of conducting business, several wireless and electronic forms of communication (e-mail, mobile telephones, etc.) may be used. If you do not want these forms of communication used in connection with the services provided to Sampson County, please inform me of this fact in writing.

We trust that this letter is responsive to your request regarding our firm's ability to serve Sampson County. If you have any further questions, please give me a call. We look forward to working with you.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.



Michael D. McKnight

MDM/kmy

Agreed: _____
County Manager

Date: _____

MDM:kmy

46861837.1

**CAPITAL PROJECT ORDINANCE CONCERNING
AIRPORT CONSTRUCTION
(STATE AID TO AIRPORTS GRANT)**

PROJECT ORDINANCE NO: _____ **ADOPTED:** _____

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

Section 1.0 The project authorized is Runway 24 Approach Clearing

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

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

State Grant	\$500,000
-------------	-----------

Section 4.0 The following amounts are appropriated for this project:

Engineering & Other	
Professional Services	\$83,381
Clearing	416,619

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

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

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

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

Adopted this 3rd day of May 2021.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

**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 2020-2021

1. It is requested that the budget for the Runway 24 Approach Clearing Capital Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Engineering	83,381.00	
	Approach clearing	416,619.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	State assistance	500,000.00	

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

To budget grant funds to pay for tree clearing along the approach to runway 24 at the Airport.

05



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 4/22, 2024



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____



 (County Manager & Budget Officer)

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

**SCOPE OF WORK
FOR
TASK ORDER 2021-1
ENVIRONMENTAL, DESIGN, BIDDING, AND SUBCONSULTANT SERVICES
OBSTRUCTION REMOVAL
AT
CLINTON-SAMPSON COUNTY AIRPORT
CLINTON, NC**

Scope of Services for Professional Consulting Services, as referenced in the Basic Services Agreement between Sampson County, The City of Clinton (CLIENT) and AVCON Engineers & Planners, Inc. (CONSULTANT), dated June 25, 2019.

IDENTIFICATION OF PROJECT:

The Obstruction Removal Project (Project) at Clinton-Sampson County Airport (Airport) consists of the environmental documents, design, bidding and grant administration for approximately 21-acres located on the east side of Airport Road. The project area is currently heavily wooded with multiple streams and water features within the clearing limits. The Project will likely require both heavy equipment and hand work to clear the entire area. This Project may include, but is not limited to, such construction elements as clearing, clearing and grubbing, erosion and sediment control, construction safety and phasing plans, turf restoration, and other similar construction items. It is not anticipated that any permanent physical features will be constructed as a part of this Project.

Project limits are shown on the attached Runway 24 Obstruction Exhibit, Exhibit 1 and depicts the scope and intent of the project.

SPECIFIC SCOPE OF SERVICES:

AVCON will provide the consulting, engineering, design and bid phase services for the Obstruction Removal Project described above. Meetings and coordination with the CLIENT and various funding and review agencies is an important part of the design phase and will be scheduled during this phase.

To support the design effort for the Project AVCON will obtain control survey information (utilizing subconsultant SEPI) for the project area. Survey work will be limited to horizontal control only and will not include topographic or canopy surveys.

AVCON will obtain specialized environmental services from SEPI for the development environmental documentation, Categorical Exclusion, for the Project.

The **Scope of Services** is outlined below and more fully described following the outline.

Basic Services

1. Pre-Design – Pre-Design will include project scoping and review of environmental documentation for any required mitigation needed.

This approach will allow CLIENT, NCDOA and FAA to make informed decisions for consensus to move into final design.

2. Design – Develop and prepare 90% and 100% (As-Bid) Plans and Specifications.
3. Bidding Phase

Special Services

1. Pre-Design Categorical Exclusion (CATEX) will be completed via subconsultant and include review of the existing parcel for any environmental issues that may be present.
2. Control Surveying Services via subconsultant to provide contractor control during construction.
3. Grant Administration and Support Services

The CONSULTANT will obtain and provide via subconsultant the necessary survey and CATEX. The CONSULTANT will utilize, to the greatest extent possible, any materials, digital files, project documents or specifications provided by the CLIENT.

After acceptance by the CLIENT of this Task Order (TO #2021-1), and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the project desired by the CLIENT, and upon written authorization from the CLIENT, CONSULTANT shall proceed with the following project tasks:

Basic Services

A. Pre-Design Phase

CONSULTANT, under Pre-Design Phase, shall:

1. Arrange and conduct a “project kickoff meeting” with the CLIENT to discuss project scoping and goals. It is anticipated that one meeting will be held at the AIRPORT.
2. Categorical Exclusion Documentation (CatEx): A categorical exclusion document (CatEx) will be prepared for this project. Information provided by CLIENT will serve as the basis of the CatEx. If more than a CatEx is required for this project, a contract amendment for the additional services will be prepared. AVCON to aid CatEx document with preparing exhibits, coordination of the stream setback requirements with the City of Clinton, and for QC of the final documents.

3. Control survey to develop contractor survey control during construction.

B. Design Phase

CONSULTANT, under Design Phase, shall:

1. Conduct site visit and field review. It is anticipated that the field review will be conducted concurrent with 90% Design Review Meeting.
2. Prepare final design and construction drawings for the Project, indicating the scope, extent, and character of the work to be constructed under this project. Technical specifications and Project Manual will be prepared in general conformance with FAA requirements and standards, and as necessary, NCDOT or NCDEQ format.
2. Provide technical criteria, written descriptions, and design data for CLIENT's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist CLIENT in consultations with appropriate authorities.
3. Prepare opinion of probable construction cost at the 90% and 100%, and final design levels.
4. Perform or provide, in general, the following Design Phase tasks:

Associated drawings and specifications necessary to define limits of the Project including:

- geometrics (horizontal control and vertical/profile information)
 - erosion and sediment control
 - details, notes and information regarding safety plans, construction phasing and sequencing to minimize airport operational impacts, and other similar documentation.
5. Prepare Construction Safety and Phasing Plans and submit to the CLIENT, NCDOT and FAA for review. Address comments received for review agencies into a final Construction Safety and Phasing Plan to be included in the Project Manual.
 6. Prepare 7460 forms for proposed construction activities and submit to the CLIENT, NCDOT and FAA for review.

8. Coordinate with NCDOA for minority goals to be included in the contract provisions prior to the 100% submittal for inclusion in the 100% project submittal.

9. Prepare and submit construction plans, specifications, project manual, engineer's report, and cost estimates at 90%, and 100% final levels of completion (One set to CLIENT, and pdf sets to CLIENT and NCDOA; conduct project plans review meeting (1) with CLIENT and NCDOA coinciding with submittal for and 90% plans and documents (one meeting in total).
10. Prepare and furnish Bidding Documents for review and approval by CLIENT and assist CLIENT in the preparation of other related documents.
11. Submit two (2) final copies of the Bidding Documents and opinion of probable construction cost to CLIENT and a pdf copy to the CLIENT and NCDOA.
12. CONSULTANT's services under the Design Phase will be considered complete on the date when the final Bid Documents for the Project have been delivered to CLIENT.
13. A list of anticipated project drawings is as follows:
 - Cover Sheet
 - Index of Drawings, Legend, Summary of Quantities, General Notes
 - Survey Control Sheet
 - Construction Safety and Phasing Plans and Notes (2 Sheets)
 - Clearing, Grubbing and Demolition Plans and Details
 - Erosion and Sediment Control Plans (2 Sheets)
 - Erosion and Sediment Control Details (4 Sheets)
14. Provide technical criteria, written descriptions, and design data for CLIENT's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist CLIENT in consultations with appropriate authorities.

The Design Phase will be considered complete upon the submittal of the bid documents to the CLIENT.

C. Bidding Phase

Upon authorization by the CLIENT to proceed, CONSULTANT shall:

1. Assist the CLIENT in advertising for and obtaining bids for the work and, where applicable maintain a record of prospective bidders to whom Bidding Documents have been issued, attend and conduct one (1) Pre-bid meeting. Bid documents will be made available for prospective bidders through plan rooms, at a fee determined at that time.
2. Issue addenda as appropriate to answer questions presented to the CONSULTANT, clarify, correct, or change the Bidding Documents.
3. Attend and conduct one (1) Bid Opening and prepare Bid Tabulation

4. Consult with the CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Assist the CLIENT in evaluating Bids and in assembling and awarding a construction contract for the Work.

The Bidding Phase will be considered complete upon the CLIENT's award of a construction contract.

The CLIENT and NCDOA will be provided Released for Construction (RFC) Documents (1 hard copy set to CLIENT and PDFs to CLIENT and NCDOA); NCDOA will also be provided AutoCad Drawing Record Plan files.

Special Services

- A. **Pre-Design Categorical Exclusion Documentation (CatEx)** - A documented categorical exclusion document (CatEx) will be prepared for this project. The information gathered as part of the Project design, as well as, information provided by the CLIENT will serve as the basis of the CatEx. AVCON will coordinate with the City of Clinton for stream buffer permitting requirements. If more than a CatEx is required for this project, a contract amendment for the additional services will be prepared.
- B. **Preliminary-Design Control Surveying Services** via subconsultant to develop a control network to be utilized by the contractor during construction.
- C. **Grant Administration and Support Services** - The CONSULTANT will assist and support the CLIENT in the preparation of required and mandated grant related applications and forms, documents and documentation, such as developing, updating and maintain project schedules and cash flow, progress reports, requests for interim payments and other related documents, submissions, and grant processes required in accordance with current CLIENT rules and procedures for compliance with grant requirements.

SCHEDULE

The tentative schedule for this Project is to have Bid Documents completed by June 2020. See the attached project schedule for an in-depth break out of key project dates.

The CONSULTANT's design and construction phase services task order for this project will be developed (and contracted with CTZ and NCDOA) after completion of the 90% design submittal and prior to the CLIENT issuing a "Notice to Proceed" to the contractor.

DELIVERABLES

(All deliverables for design and bidding will meet the requirements of AV100 Checklist dated 10-30-15. The AV100 checklist is attached.)

- A. Prepare and submit construction plans, specifications, and cost estimates at 90% and 100% levels of completion (One (1) set of plans to the CLIENT (hard, digital, and AutoCad copy) and NCDOA (digital))
- B. Prepare and submit to CLIENT and NCDOA for review and comments, the Construction Safety and Phasing Plan (CSPP) and 7460 Form. A copy of a completed CSPP Checklist will be submitted for review, with NCDOA comments uploaded with the plans into OE/AAA for FAA review and comments.
- C. Submit one (1) final hard copy of the Bidding Documents to the CLIENT and opinion of probable construction cost to CLIENT. Submit a PDF of the final Bidding Documents to CLIENT and NCDOA.
- D. Submit one (1) final hard copy of the Released for Construction Documents to the CLIENT and opinion of probable construction cost to CLIENT. Submit a PDF of the final Bidding Documents to CLIENT and NCDOA.

ASSUMPTIONS

- A. Existing and recent project related information provided by the CLIENT will be used to the maximum extent possible for the project.
- B. Submittals of project plans will be made at the 90% level for review and comments by the CLIENT, and/or the NCDOA. Comments will be incorporated into the 100%/final plans and specifications issued for bidding. The CONSULTANT will communicate, coordinate and meet and/or discuss with the CLIENT the various elements of the project throughout the design phase.
- C. The engineer's opinion of probable construction cost will be provided to the CLIENT as part of the Engineer's Design Report accompanying each interim submittal.
- D. Meetings (CLIENT office or AIRPORT) will be as follows:
 - 1. Design – review meeting with site visit (1)
- E. Construction plans will be prepared assuming one prime construction contractor.
- F. The Project will be a stand-alone project that will be bid as a complete project. The timing for construction will be closely coordinated with the CLIENT.
- G. The CLIENT will be responsible for fees related to advertising the project and for any necessary permits (such as erosion and sediment control). The CONSULTANT will coordinate with the CLIENT and will assist in the grant reimbursement process for reimbursements.
- H. There are no Modification to FAA Standards anticipated or planned for this project.

I. The Project will be limited to the area identified in the Project Description

SERVICES NOT INCLUDED IN THIS TASK ORDER

If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. Compensation for services shall be paid for by CLIENT in accordance with the hourly rate schedule in affect at the time the services are requested.

1. Preparation of applications and supporting documents (in addition to those CLIENT and FAA grant applications and supporting documentation furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT beyond the scope and limits of this PROJECT.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the effective date of this agreement or are due to any other causes beyond CONSULTANT's control.
4. Providing artistic renderings or models for CLIENT's use.
5. Construction administration services are not part of this scope of work.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the PROJECT; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value consulting, and constructability review requested by CLIENT; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes, except as required by CLIENT and NCDOA/FAA.

8. Preparing additional bidding documents or contract documents for alternate bids or prices requested by CLIENT for the work, beyond those previously outlined in this task order.
9. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.
10. Preparation of operation and maintenance manuals.
11. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the PROJECT.
12. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
13. It is assumed that post construction stormwater quality and quantity detention will not be required for the project due to the nature of the project and therefore design of post construction stormwater facilities are not included under this scope of work.

METHOD OF COMPENSATION

For the Obstruction Removal Project at the Clinton-Sampson County Airport consisting of the Scoping and Project Development, preliminary design and final design for an apron rehabilitation, as previously described, a total project fee of \$83,380.25 as shown and distributed below:

Basic Services

- TASK 1 – Pre-Design– a Lump Sum fee of \$9,284.00
- TASK 2 –Design – a Lump Sum fee of \$35,318.00
- TASK 3 – Bidding – a Lump Sum fee of \$9,470.00
- TASK 4 – Grant Administration – a Lump Sum fee of \$6,179.00

Special Services

- Pre-Design CATEX – a Not to Exceed fee of \$20,512.25
- Pre-Design Survey Services – a Not to Exceed fee of \$2,617.00

Executed this ___ day of ___, 2021

CLIENT

CITY OF CLINTON

By: _____

Title: _____

Date: _____

CONSULTANT

AVCON, INC.

By: *Sandeep Singh*

Sandeep Singh, P.E.; President

Date: 3/26/21

SAMPSON COUNTY

By: _____

Title: _____

Date: _____

PROGRAM BUDGET
FOR THE
OBSTRUCTION REMOVAL
CLINTON-SAMPSON COUNTY AIRPORT
CLINTON, NORTH CAROLINA

AVCON Project No. 2019.0290.03

DATE: 3/4/2021

NCDOA Code	Item	OBSTRUCTION REMOVAL Grant #
SPONSOR ADMINISTRATIVE EXPENSE		
	Legal Fees	\$0.00
A101	Bid Advertisement	\$1,000.00
	Postage & Reproduction	\$0.00
	Independent Fee Estimate	\$0.00
	Erosion Control Permit	\$1,400.00
	SUBTOTAL	\$2,400.00
PRELIMINARY ENGINEERING, PLANNING, TESTING, AND PERMITTING		
A102	Preliminary Design, Environmental Documentation, and Project Coordination	\$32,413
	Planning (ALP / Feasibility Studies)	\$0
	Topographic Survey	\$0
	Subsurface Investigation	\$0
	SUBTOTAL	\$32,413
LAND ACQUISITION & EASEMENTS		
	Boundary Surveys	\$0
	Appraisals	\$0
	Negotiation	\$0
	Environmental Studies	\$0
	Property Acquisition	\$0
	Utility Relocation	\$0
	SUBTOTAL	\$0
ENGINEERING SERVICES		
A104	Final Design and Project Coordination	\$35,318
A104	Bidding	\$9,470
	Construction Administration	\$0
	As-built surveying	\$0
A104	Grant Administration	\$6,179
	SUBTOTAL	\$50,967
PROJECT INSPECTION, QUALITY ASSURANCE, TESTING		
	Resident Project Representative	\$0
	Erosion Control Inspection	\$0
	Quality Assurance Testing	\$0
	SUBTOTAL	\$0
CONSTRUCTION AND PROJECT IMPROVEMENT COST		
	Construction Cost	\$0
		\$0
	SUBTOTAL	\$0
EQUIPMENT		
	Equipment not associated with Construction	\$0
		\$0
	SUBTOTAL	\$0
MISCELLANEOUS EXPENSES		
	FAA Flight Checks & Approach Certifications	\$0
		\$0
	SUBTOTAL	\$0
IN KIND MATCH		
	In Kind Charges (Previously approved by DoA)	\$0
		\$0
	SUBTOTAL	\$0
GRAND TOTAL		\$85,780
FUNDING: Federal Grant State Grant Local Match		

**PROFESSIONAL FEE SUMMARY
DESIGN, BIDDING, AND GRANT
ADMINISTRATION ASSISTANCE
FOR THE
OBSTRUCTION REMOVAL
CLINTON-SAMPSON COUNTY AIRPORT
CLINTON, NORTH CAROLINA**

AVCON Project No. 2019.0290.03

DATE: 3/4/2021

<u>Item Description</u>	<u>Fees</u>	<u>Method</u>	<u>NCDOA Code</u>
TASK 1 <u>Pre-Design Phase</u>			
AVCON Labor and Direct Expenses	\$9,284.00	LS	A102
SEPI - CATEX	\$20,512.25	NTE	A102
SEPI - Survey	\$2,617.00	NTE	A102
Pre-Design Phase	\$32,413.25		A102
TASK 2 <u>Design Phase</u>			
AVCON Labor and Direct Expenses	\$35,318.00	LS	A104
TASK 3 <u>Bidding Phase</u>			
AVCON Labor and Direct Expenses	\$9,470.00	LS	A104
Task 4 <u>Grant Administration</u>			
AVCON Labor and Direct Expenses	\$6,179.00	LS	A104
OBSTRUCTION REMOVAL TOTAL:			\$83,380.25

PROJECT : OBSTRUCTION REMOVAL
TASK: PRE-DESIGN PHASE

ITEMS OF WORK	trips		PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. / PROJ. PLANNER	ENGINEER / PLANNER	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
	from CLT	from ILM									
TASK 1 - Pre-Design Services											
Project Initiation and Scoping		1		6							6
Subconsultant Coordination				4	4		8				16
Finalize Scope				4	2						6
Develop Fee				2	2						4
Arrange and Conduct a Project Kickoff Meeting		1			8						8
Categorical Exclusion Doc. Support & Coordination with City of Clinton				2	6		8				16
Total Trips	0	2									
Total Manhours Category			0	18	22	0	16	0	0	0	56
Hour Salary Rate			\$60.77	\$67.31	\$52.89	\$45.05	\$35.19	\$31.25	\$22.12	\$19.55	
Payroll Burden			\$0.00	\$1,211.58	\$1,163.58	\$0.00	\$563.04	\$0.00	\$0.00	\$0.00	
Total Payroll Burden				\$ 2,938.20							
General Overhead	177.37%			\$ 5,211.49							
Subtotal				\$ 8,149.69							
Fixed Fee	11.00%			\$ 896.47							
Facilities Cost of Capital	2.3774%			\$ 69.85							
Total				\$ 9,116.00							
Direct Expenses (see below)				\$ 168.00							
Grand Total - Pre-Design Services				\$ 9,284.00							
				\$ 9,284.00							
SEPI - Environmental				\$ 20,512.25							
SEPI - Survey				\$ 2,617.00							

TASK: PRE-DESIGN PHASE

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	370	0	\$0.56	\$0.00
Miles	2	150	300	\$0.56	\$168.00

TRAVEL - MEALS

Breakfast
Lunch
Dinner

Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00

TRAVEL - LODGING

Each	0			\$75.10	\$0.00
SUBTOTAL TRAVEL					\$168.00

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8.5" x 11")
Project Manual (Specifications)
Covers
Binders

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.10	\$0.00
Page	0	0	0	\$0.35	\$0.00
Page	0	0	0	\$0.04	\$0.00
Page	0	0	0	\$0.04	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$0.00	\$0.00

SUBTOTAL REPRODUCTION AND PERMITS \$0.00

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$168.00

PROJECT : OBSTRUCTION REMOVAL
TASK: DESIGN PHASE

ITEMS OF WORK	trips from CLT off.	trips from ILM off.	PRINCIPAL	SR. PROJECT	PROJECT	SR. ENGR. /	PROJ. ENGR.	ENGINEER /	CADD	ADMIN. /	TOTAL
				MANAGER	MANAGER	SR. PLANNER	PROJ. PLANNER	PLANNER	TECH	SUPPORT	HOURS
Task 2 Design											
Project Management and Coordination with Client, and NCDORA					20					2	22
90% Project Design and Coordination Meeting	1				6						6
Coordinate & Incorporate Survey Control into Base Construction Plans					1				4		5
Develop, Plot and Evaluate FAR PART 77 Surfaces to Define C&G Limits, Obstructions, Penetrations, etc.					4		16		8		28
Geometric Control/Layout Plans							8		8		16
Erosion & Sediment Control Layout & Design					4		20				24
Prepare Erosion & Sediment Control Submittal Form for Owner Transmittal to NCDENR					1		2				3
Construction Phasing/Sequencing/Security Planning and Design (including newly required FAA CSPP document)					2		8		12	4	26
Prepare and Submit 7460 Form and Information to Online FAA Site for Owner					1		6		4		11
Prepare Construction Plans for Bidding (approx. 9 sheets)							20		100		120
Quality Assurance/Quality Control (QA/QC) Review of Plans & Specs				8							8
General Provisions					6					4	10
Technical Specifications					1		4			6	11
Special Provisions/Conditions					4		6			2	12
Estimate of Quantities					2		4		4		10
Opinion of Probable Construction Cost					1		4				5
Engineer's Design Report					8		16		2	4	30
Total Trips	0	1									
Total Manhours Category			0	8	61	0	114	0	142	22	347
Hour Salary Rate			\$80.77	\$67.31	\$52.89	\$45.05	\$35.19	\$31.25	\$22.12	\$19.55	
Payroll Burden			\$0.00	\$538.48	\$3,226.29	\$0.00	\$4,011.66	\$0.00	\$3,141.04	\$430.10	
Total Payroll Burden					\$ 11,347.57						
General Overhead		177.37%			\$ 20,127.18						
Subtotal					\$ 31,474.75						
Fixed Fee		11.00%			\$ 3,462.22						
Facilities Cost of Capital		2.3774%			\$ 269.78						
Total					\$ 35,206.76						
Direct Expenses (see below)					\$ 110.80						
Grand Total - Design Phase					\$ 35,317.56						
USE					\$ 35,318.00						

Task Inventory of Existing Conditions

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

	UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles		0	370	0	\$0.56	\$0.00
Miles		1	150	150	\$0.56	\$84.00

TRAVEL - MEALS

Breakfast
Lunch
Dinner

Each	0				\$8.60	\$0.00
Each	0				\$11.30	\$0.00
Each	0				\$19.50	\$0.00

TRAVEL - RENTAL CAR

TRAVEL - RENTAL CAR GAS (round trip: RDU to Clinton, NC + 10% to hotel)

TRAVEL - AIRFARE

TRAVEL - LODGING

Each	0				\$45.00	\$0.00
Miles	0				\$0.20	\$0.00
Each	0				\$250.00	\$0.00
Each	0				\$80.00	\$0.00
SUBTOTAL TRAVEL						\$84.00

REPRODUCTIONS AND PERMITS

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
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PROJECT : OBSTRUCTION REMOVAL
TASK: DESIGN PHASE

ITEMS OF WORK	trips from CLT off.	trips from ILM off.	PRINCIPAL	SR. PROJECT	PROJECT	SR. ENGR. /	PROJ. ENGR.	ENGINEER /	CADD TECH	ADMIN. /	TOTAL HOURS
				MANAGER	MANAGER	SR. PLANNER	PROJ. PLANNER	PLANNER		SUPPORT	
Plans (11" x 17")			Page	18	2	9	\$0.10	\$1.80			
Plans (22" x 34")			Page	0	0	0	\$0.35	\$0.00			
Engineer's Report (8.5" x 11")			Page	0	0	0	\$0.04	\$0.00			
Project Manual (Specifications)			Page	550	2	275	\$0.04	\$22.00			
Covers			Each	4			\$0.50	\$2.00			
Binders			Each	2			\$0.50	\$1.00			
POSTAGE/OVERNIGHT DELIVERIES			LS	0			\$0.00	\$0.00			
SUBTOTAL REPRODUCTION AND PERMITS											\$26.80
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS:											\$110.80

PROJECT : OBSTRUCTION REMOVAL
TASK: BID PHASE

ITEMS OF WORK	trips from		PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR.	ENGINEER / PLANNER	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
	CLT off.	ILM off.									
TASK 3: Bidding											
Coordinate Bid Advertisement with Airport Staff					1					4	5
Print/Distribute Bid Docs (Coord. With Repro/Plan Room)					1		2		2	1	6
Arrange/Attend/Conduct Pre-Bid Meeting		1			8		4			2	14
Respond to Questions from Bidders and Issue Addenda					4				4	4	12
Arrange/Attend/Conduct Bid Opening and Tabulate Bids		1			8						8
Review Bid Packages for Compliance with Project Requirements					4						4
Recommend Award to Airport Staff					2						2
Prepare/Review Construction Contract Documents for Airport Staff					4					4	8
Issue Released for Construction Documents					2		8		8	4	22
Total Trips		2									
Total Manhours Category			0	0	34	0	14	0	14	19	81
Hour Salary Rate			\$80.77	\$67.31	\$52.89	\$45.05	\$35.19	\$31.25	\$22.12	\$19.55	
Payroll Burden			\$0.00	\$0.00	\$1,798.26	\$0.00	\$492.66	\$0.00	\$309.68	\$371.45	
Total Payroll Burden					\$ 2,972.05						
General Overhead		177.37%			\$ 5,271.53						
Subtotal					\$ 8,243.58						
Fixed Fee		11.00%			\$ 906.79						
Facilities Cost of Capital		2.3774%			\$ 70.66						
Total					\$ 9,221.03						
Direct Expenses (from below)					\$ 248.80						
Grand Total - Bidding Phase					\$ 9,469.83						
USE					\$ 9,470.00						

TASK: BID PHASE

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)

TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	370	0	\$0.56	\$0.00
Miles	2	150	300	\$0.56	\$168.00

TRAVEL - MEALS

Breakfast

Lunch

Dinner

Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00

TRAVEL - RENTAL CAR

TRAVEL - RENTAL CAR GAS (round trip: RDU to Clinton, NC + 10% to hotel)

TRAVEL - AIRFARE

TRAVEL - LODGING

Each	0			\$45.00	\$0.00
Miles	0			\$0.20	\$0.00
Each	0			\$250.00	\$0.00
Each	0			\$80.00	\$0.00

SUBTOTAL TRAVEL \$168.00

REPRODUCTIONS AND PERMITS

Plans (11" x 17")

Plans (22" x 34")

Report (8.5" x 11")

Project Manual (Specifications)

Covers

Binders

POSTAGE/OVERNIGHT DELIVERIES

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	18	2	9	\$0.10	\$1.80
Page	0	0	15	\$0.35	\$0.00
Page	100	2	50	\$0.04	\$4.00
Page	550	2	275	\$0.04	\$22.00
Each	4			\$0.50	\$2.00
Each	2			\$0.50	\$1.00
LS	1			\$50.00	\$50.00

SUBTOTAL REPRODUCTION AND PERMITS \$80.80

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$248.80

OBSTRUCTION REMOVAL

PROJECT : OBSTRUCTION REMOVAL

TASK: Grant Administration

ITEMS OF WORK	trips from		PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
	CLT off.	ILM off.									
Task 4 Grant Administration											
Assist Client with Funding Agency Request for Aid, Requests for Reimbursements and Grant Administration/Compliance Including:											
Grant Applications, Forms and Support Documents				4						8	12
Project Schedule and Cash Flow										1	3
QSR Progress Reports				2						2	4
Interim Reimbursements				6						12	18
Grant Closeout				2						6	8
Coordination with NCDOA and Client on Grant and Partner Connect				4						4	8
Total Trips	0	0									
Total Manhours Category			0	20	0	0	0	0	0	33	53
Hour Salary Rate			\$80.77	\$67.31	\$52.89	\$45.05	\$35.19	\$31.25	\$22.12	\$19.55	
Payroll Burden			\$0.00	\$1,346.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$645.15	
Total Payroll Burden				\$ 1,991.35							
General Overhead		177.37%		\$ 3,532.06							
Subtotal				\$ 5,523.41							
Fixed Fee		11.00%		\$ 607.57							
Facilities Cost of Capital		2.3774%		\$ 47.34							
Total				\$ 6,178.32							
Direct Expenses (see below)				\$ -							
Grand Total - Grant Administration				\$ 6,178.32							
USE				\$ 6,179.00							

TASK: Grant Administration

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)

TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	370	0	\$0.56	\$0.00
Miles	0	150	0	\$0.56	\$0.00

TRAVEL - MEALS

Breakfast

Lunch

Dinner

Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00

TRAVEL - RENTAL CAR

TRAVEL - RENTAL CAR GAS (round trip: RDU to Clinton, NC + 10% to hotel)

TRAVEL - AIRFARE

TRAVEL - LODGING

Each	0			\$45.00	\$0.00
Miles	0			\$0.20	\$0.00
Each	0			\$250.00	\$0.00
Each	0			\$80.00	\$0.00

SUBTOTAL TRAVEL \$0.00

REPRODUCTIONS AND PERMITS

Plans (11" x 17")

Plans (22" x 34")

Narrative Report (8.5" x 11")

Project Manual (Specifications)

Covers

Binders

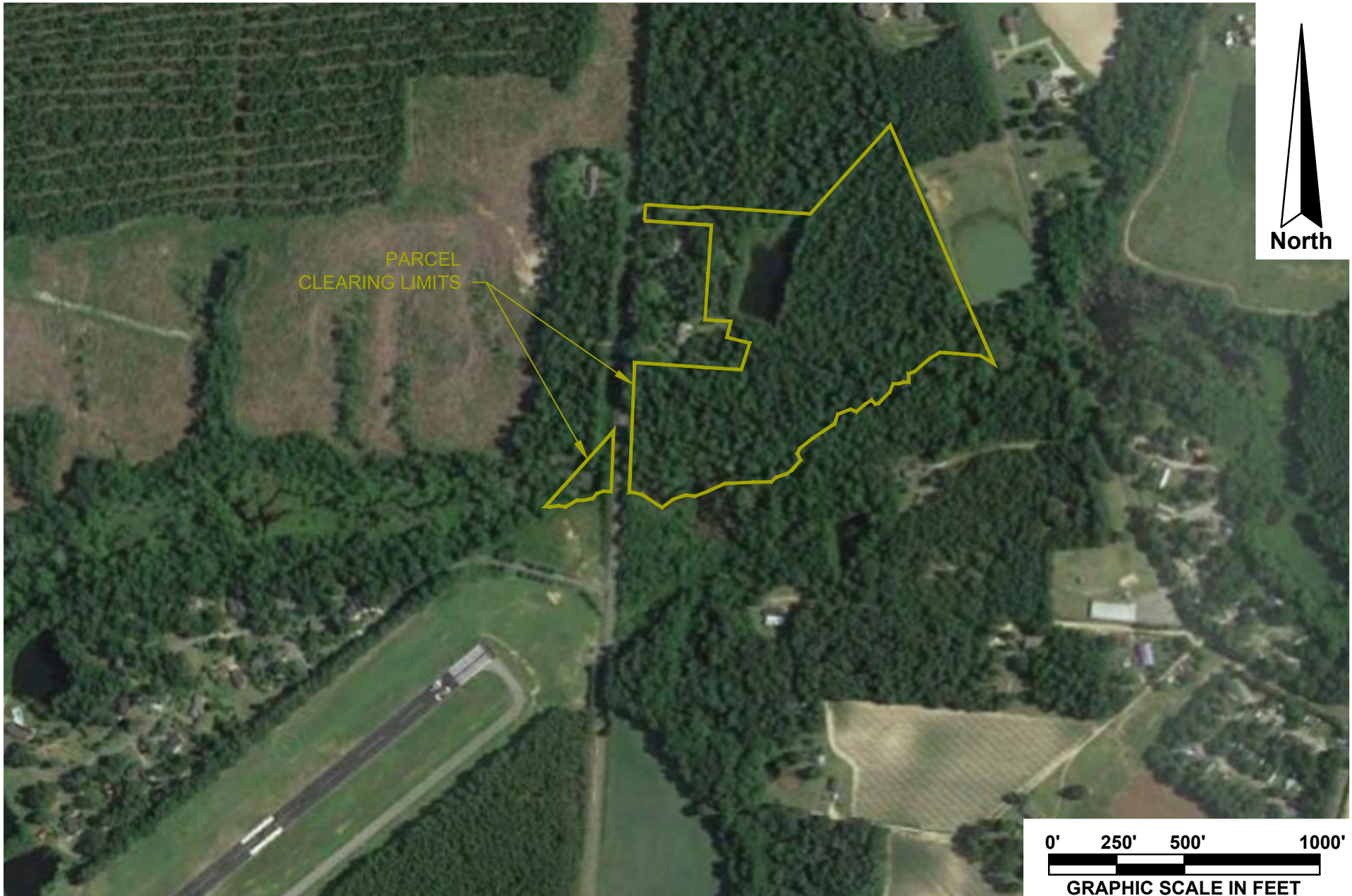
POSTAGE/OVERNIGHT DELIVERIES

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	15	\$0.10	\$0.00
Page	0	0	15	\$0.35	\$0.00
Page	0	0	0	\$0.04	\$0.00
Page	0	0	120	\$0.04	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
NTE	0			\$50.00	\$0.00

SUBTOTAL REPRODUCTION AND PERMITS \$0.00

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$0.00

P:\GENERAL_FILES\Clinton-Sampson County Airport (CITZ)\EXHIBIT_11-2019\CITZ_Obstruction Removal Exhibit_11-11-2019.dwg Nov 12, 2019 - 10:24am



www.avconinc.com

AVCON, INC.
 ENGINEERS & PLANNERS
 4819 EMPEROR BLVD, SUITE 435
 DURHAM, NC 27703
 OFFICE: (704) 954-9008

RUNWAY 24 OBSTRUCTION EXHIBIT
CLINTON-SAMPSON COUNTY AIRPORT OBSTRUCTION REMOVAL

EXHIBIT
1

AIRPORT: CLINTON-SAMPSON COUNTY AIRPORT

PROJECT NO: 2019.290.03

DATE: 11/11/2019



RALEIGH: 1 Glenwood Avenue, Suite 600, Raleigh, NC 27603
OFFICE: 919.789.9977 / FAX: 919.789.9591 / WWW.SEPIINC.COM

March 1, 2021

Mr. Marty Wyinn
AVCON, Inc. Engineers and Planners

Huntersville, North Carolina 28078

Re: Clinton-Sampson County Airport (CTZ) Tree Obstruction Removal CATEX

Dear Marty:

SEPI Engineering & Construction, Inc. (SEPI) is pleased to submit the enclosed revised fee estimate and scope of work for Planning and Environmental Services for the Tree Obstruction Removal project at Clinton-Sampson County Airport. Our scope of work (Exhibit A) has changed from our last (December 9, 2020) submittal to reflect the inclusion of the Stream Buffer Waiver Application, as noted with track changes on the attached revised Exhibit A. The fee has also changed to reflect a slight decrease in CATEX cost and a slight increase in the Natural Resources task, as requested in your email on February 25, 2021. Overall, our fee is \$294 greater than our last submission.

The proposed project actions include stump removal and grass reseeding (i.e. land disturbance) over all areas that are not identified as jurisdictional on the 22 acre parcel the County purchased at the end of Runway 24. In the jurisdictional areas, the tree stumps would remain to avoid land disturbance within Waters of the US and therefore not require 404/401 permitting. However, natural resource mapping and documentation will be required, and the City of Clinton has a 80-ft stream and surface water buffer preservation requirement that could prohibit tree cutting over a substantial portion of the parcel. We are assuming a waiver from this requirement will be needed and under this revised scope and fee, completion of this application and coordination with the City of Clinton will now be addressed by SEPI.

We understand that a CATEX is still the required level of documentation under NEPA (although the funding source has shifted to state sources since our last proposal), the NC Division of Aviation (DOA) will be NEPA Lead Agency and FAA would not need to be coordinated with on the project. We are still proposing cultural resource screening only (with RGA's assistance), assuming SHPO will not require archaeological or architectural surveys.

If any of these assumptions, or others described herein change, a supplement may be required.

Scope of Work

The scope of work, including proposed exclusions and deliverables, is described on attached Exhibits A and C.

Title VI Compliance

SEPI and RGA are in compliance with Title VI of the Civil Rights Act of 1964.

Fee

Environmental and planning services will be performed on a not-to-exceed fee as shown on Exhibits B and C. SEPI will subcontract cultural services as provided herein to RGA, Inc. SEPI's quote is shown on Exhibit B, /while the scope and fee from RGA is shown on Exhibit C.



SEPI	\$ 18,560.00
<u>RGA</u>	<u>\$ 1,952.25</u>
TOTAL	\$ 20,512.25

Invoicing

SEPI will invoice monthly in proportion to the work performed. Payments are due upon receipt of invoice. Payments not received within 45 days of the date of the invoice shall include interest of 1.5% per month commencing on the 46th day. Any invoices past due over thirty days will result in delay of the progress of the job until payment or payments are received.

Confidentiality

This proposal was prepared by SEPI solely for your internal use and to be shared with NCDOT Aviation and the FAA Department in evaluating SEPI's proposal and deciding whether or not to contract with SEPI to perform the services described herein. SEPI considers the pricing, technical, and business information contained in this proposal to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other than as specifically stated above and shall not be disclosed to any other party without SEPI's prior written consent.

Conclusion

We would be pleased to further discuss our scope of work should additional project information become available. If you have any questions or require additional information, please contact Michelle Suverkrubbe at (919) 573-9935. We appreciate this opportunity to be of assistance and look forward to providing you these professional services. The return of this executed document will serve as the Notice to Proceed.

Terms and Conditions

Client agrees to the terms and conditions attached with this proposal (see Exhibit D).

We appreciate the opportunity to submit our proposal for this project. Please let us know if you have any questions or require any additional information.

Respectfully Submitted,

SEPI Engineering & Construction, Inc.
Michelle Suverkrubbe, AICP

Signature
Date: March 1, 2021

Accepted By:

Name (print)

Signature

Date: _____

Attachments:

- Exhibit A – SEPI Scope of Work
- Exhibit B – SEPI Fee Estimate
- Exhibit C – RGA Scope and Fee
- Exhibit D – Master Subconsultant Agmt / Terms and Conditions



- EXHIBIT A -

**CLINTON-SAMPSON COUNTY AIRPORT
RUNWAY 24 OBSTRUCTION (TREE) REMOVAL
ENVIRONMENTAL SERVICES PROPOSAL**

**SEPI ENGINEERING AND CONSTRUCTION, INC.
REVISED SCOPE OF SERVICES**

March 2, 2021

ARTICLE I - SCOPE OF SERVICES PROVIDED BY SEPI Engineering and Construction, Inc. (SEPI) as a subconsultant to AVCON, Inc. unless noted otherwise

I. DESCRIPTION OF THE PROJECT

AVCON, Inc., currently under an on-call contract with the City of Clinton and Sampson County (joint owner of Clinton-Sampson County Airport) and performing various engineering tasks for Clinton-Sampson County Airport in Clinton (CTZ), contacted SEPI Engineering & Construction, Inc. (SEPI, the CONSULTANT) to solicit a proposal for Environmental Services for the project which consists of Obstruction (Tree) Removal at the end of Runway 24, covering 22.1 acres (including right-of-way) on one parcel of land currently owned by CTZ. The areas to be cleared of trees are currently undeveloped and forested. See attached project map for the assumed project area.

The project involves the completion of a Categorical Exclusion (CATEX) Form under the National Environmental Policy Act (NEPA). It is assumed that the NEPA Lead Agency will be the NC Division of Aviation (DOA) and that funding for the improvements are federal sources. To complete the CATEX for removing tree obstructions, natural resource surveys (but not permitting) and archaeological screening are assumed to be required. If agency scoping requires additional surveying or studies not described below, a project supplement will be required.

II. DESCRIPTION OF SERVICES

A. CONSULTANT, with subconsultant RGA, will provide the planning and environmental services outlined in this Scope of Services to AVCON, Inc. for the proposed project in accordance with the following:

- 1.0 – Project Management, Coordination & Administration
- 2.0 – NEPA Categorical Exclusion (CATEX)
- 3.0 – Project Scoping, Agency Coordination & Document Review
- 4.0 – Natural Environment
- 5.0 – Archaeological Screening (RGA)

III. DELIVERABLES

A. The following deliverables will be produced by CONSULTANT and subconsultant RGA and provided to AVCON and NCDOA for review under this contract:

- Project Scoping Letter to Agencies/SCH (CONSULTANT)
- Cultural/SHPO resources screening letter (RGA)
- Agency Scoping Responses (CONSULTANT)
- Preliminary Jurisdictional Determination (PJD) package (CONSULTANT)
- Draft and Final CATEX Documents, including maps, appendices and exhibits (CONSULTANT)

IV. SCOPE OF WORK DETAILS

1.0 Project Management & Administration

- 1.1 Administration. CONSULTANT will maintain coordination with AVCON, including emails and phone calls. This task order provides project coordination from April 2021 through July 2021, a period of four (4) months.
- 1.2 Management and Oversight. CONSULTANT will provide project oversight for each discipline and subconsultant included in this task order.
- 1.3 Monthly Invoices. CONSULTANT will set-up the project, track its budget, and prepare monthly invoices for the project.
- 1.4 Project Schedule. CONSULTANT will prepare a detailed schedule for completing this scope of work.

2.0 CATEX (NEPA Categorical Exclusion)

CONSULTANT will prepare a National Environmental Policy Act (NEPA) CATEX under FAA Order 1050.1F, Paragraph 5-6.4(z)¹. CONSULTANT will compile, prepare and assess all items needed for the CATEX document as defined below. The document will also adhere to the FAA Guidance provided in FAA Order 1050.1F Desk Reference.

- 2.1 Assumptions – No “Extraordinary Circumstances” exist to warrant additional levels of NEPA documentation, as described under Paragraphs 5-2 and 5-3(b) of FAA Order 1050.1F.

¹ “Federal financial assistance, licensing, Airport Layout Plan (ALP) approval, or FAA action related to topping or trimming trees to meet 14 CFR part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*, standards for removing obstructions which can adversely affect navigable airspace”.

- 2.2 Background Information and Data Collection. CONSULTANT will gather and assess all available background information and all available human and natural environment GIS databases and other available mapping information for the project area.
- 2.3 Project Site Visit - Field Screening and Site Photography. CONSULTANT will make one site visit to measure and photograph the project site and gather and assess all available background information for the project area. It is assumed that AVCON will arrange for and make provision for CONSULTANT to enter the noted CTZ-owned property.
- 2.3 GIS Mapping. Using available project data from AVCON, CONSULTANT's GIS technicians will assist in processing and analyzing available data and prepare the following maps and graphics for the CATEX. A total of three (3) maps are anticipated to be developed under this task, as follows:
- A) Vicinity Map – 1 map
 - B) Project Study Area & Environmental Features Map – 1 map
 - C) Proposed Action - Proposed tree clearing / land disturbance area on aerial base with: delineated waters and features and Clinton Stream Buffer (from Task 4); Archaeological APE Boundary and screening findings (from Task 5); and other relevant GIS data found using available online sources - 1 map
- 2.4 CATEX Document. CONSULTANT will prepare a concise CATEX document for the project that will include the following sections and cover the following environmental impact topics:
- A) Proposed Action / Project Description
 - B) Purpose and Need Statement– Discuss existing conditions with obstructions noted, and impacts of problems on operations and safety. Will also discuss how project is consistent with current ALP and needed by regulations.
 - C) No Action Alternative – Discuss how No Action is not practical based on P&N noted items.
 - D) Documentation – Concise description of proposed actions and the potential for “extraordinary circumstances”, as defined in FAA Order 1050.1F. Will cite the CATEX section used, will describe how the proposed action fits within the category of actions described in the CATEX, and will explain that there are no extraordinary circumstances that would preclude the proposed action from being categorically excluded.
 - E) Other Environmental Requirements – Will document whether the proposed action will be subject to special purpose laws and requirements including any required consultations, findings, or determinations. The CATEX will document compliance with all pertinent environmental requirements as listed in FAA Order 1050.1F Desk Reference.
 - F) Federal, State and Local Permits Required – Will document any permits needed and compliance with special purpose laws and requirements. It is assumed that no Section 404/401 Permits would be required by the project. It is also assumed that

the CATEX determination will not warrant the preparation of additional documentation, therefore no signature by the FAA would be needed.

- G) Mitigation Measures (Project Commitments) – It is assumed that leaving the stumps in wet areas will be a project commitment.
- H) Summary of Agency Scoping Comments
- I) References

3.0 Project Scoping, Agency Coordination & Document Circulation

- 3.1 Project Scoping Letter – Immediately after receiving Notice to Proceed from AVCON, the CONSULTANT will prepare a Project Scoping Letter to elicit any comments from local, state and federal regulatory agencies. The letter will be distributed through the 30-day North Carolina State Environmental Clearinghouse (SCH) scoping process, which will act as start of study notification for all state agencies. CONSULTANT will submit digital copies of the Scoping Document to the SCH. A separate mailing (of a similar letter) will be distributed electronically to federal and local agencies/municipalities. The letters will contain a brief project description and include vicinity and project study area maps.
- 3.2 Agency Scoping Comments – All regulatory agency emails and letters will be included in the CATEX along with a summary of all comments received.
- 3.3 Draft CATEX Review - One electronic copy of the Draft CATEX will be circulated to AVCON, then to the Airport, then to DOA for review, comment and amendment. CONSULTANT assumes up to two rounds of revisions to the CATEX prior to approval/signature by DOA. No hard copies of the CATEX are proposed to be produced.
- 3.4 Assumptions – It is assumed that the CONSULTANT will need to make only minor changes to the Draft CATEX based on comments received before developing the Final CATEX. If comments are submitted warranting new studies, substantial revisions to the Draft, or an Environmental Assessment (EA), or an Environmental Impact Statement (EIS) is required, a supplement to this scope would be required.

4.0 Natural Environment

To ensure the clearing is in compliance with existing local, state and federal environmental laws, the CONSULTANT will complete the following Natural Environment investigations. Results of these investigations will also be used to complete the CATEX.

4.1 Stream and Wetland Delineations

The CONSULTANT will conduct a field delineation of Waters of the US within the defined project area in accordance with the USACE 1987 Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0).

The CONSULTANT will document vegetation/habitat community types, land use, wetlands, waterbodies, and other regulated special aquatic sites encountered. The boundaries of all jurisdictional features within the project area will be demarcated using high visibility flagging and a sequential numbering system. The CONSULTANT will document, using the most current USACE wetland delineation data form, two sample plots for each vegetated wetland type: one in the wetland and one in the adjacent upland. In large wetlands, additional plots will be established, as necessary, where major changes in wetland types are encountered. For each jurisdictional stream identified, the CONSULTANT will complete a NC Division of Water Quality (Resources) Stream Identification Form (Version 4.11). For each waterbody identified, the CONSULTANT will collect specific information about its width, depth, and bank characteristics.

The CONSULTANT will map the location of each field delineated boundary flag using Global Positioning System (GPS) units with submeter accuracy.

Wetlands will be classified using the NC Wetland Assessment Method (NCWAM) classification system, but full NCWAM evaluations will not be completed.

4.2 Threatened and Endangered Species Investigations

The CONSULTANT will investigate the project area and any required buffers surrounding the project area for threatened and endangered species that have the potential to occur. The CONSULTANT will submit the project for review through the NC Natural Heritage Program as noted in Section 3. The CONSULTANT will also screen the project using existing databases and GIS data for known occurrences of threatened and endangered species and designated critical habitats inside or within the vicinity of the project area. Additionally, any mapped NCNHP Natural Areas (NHNA) within the project will be identified.

Based on GIS review suitable foraging or nesting habitat may be present within the project area for red-cockaded woodpecker (RCW). The survey window for RCW is year-round. It is anticipated that stream and wetland delineation will be conducted in conjunction with these RCW surveys where possible. The report will provide a biological conclusion as a result of the RCW surveys.

It is assumed that no formal consultation for Section 7 of the Endangered Species Act will be required for this project and, therefore, has not been included in this scope. If required, Section 7 consultation will be included in a separate task order.

4.3 Preliminary Jurisdictional Determination Package and Field Verification

A Preliminary Jurisdictional Determination (PJD) package will be submitted to the USACE and NCDWR for review. This task will include one on-site meeting with USACE, NCDWR and staff to perform verification of delineated features. This

verification is to determine whether the features are jurisdictional (regulated by the USACE and NCDWR), thereby requiring authorization from these agencies to impact the features. We collect information in the field on all the features to show that they are or are not jurisdictional. We also map the “limits” of jurisdictions. For example, ephemeral streams are not jurisdictional. If present, the point where the stream changes from ephemeral (non-jurisdictional) to intermittent/perennial (jurisdictional) will be mapped.

It is assumed that no Section 401/404 Permit notification will be required for this project; if a notification is ultimately needed, a supplement will be required for CONSULTANT to handle this. However, it is recommended that if there are jurisdiction features within the clearing limits, a courtesy notification to the Agencies outlining the project and construction methodology is submitted. This notification, to be prepared by the CONSULTANT, will establish a paper trail to protect the Client.

Below is CONSULTANTS’ understanding of the project. Any deviation from this may result in authorization being needed from the regulating agencies.

- All vegetation will be removed by hand, leaving roots and root balls intact and in the ground.
- All construction access and sediment erosion control within jurisdictional features will be temporary and removed entirely after project completion.
- All impacts to jurisdictional features will be restored to pre-construction elevations.
- No federally protected species occur within or around the clearing limits.

4. Stream Buffer Waiver

The project area is located within the City of Clinton’s Extraterritorial Jurisdiction (ETJ), therefore it is subject to the Clinton Land Development Ordinance (LDO), which has a stream buffer preservation requirement of 80-ft on both sides of the centerline of streams and from the normal pool elevation of impounded structures². The CONSULTANT will include a map of this estimated area in the CATEX document and coordinate with the City of Clinton regarding receiving a stream buffer exemption/waiver. It is assumed that CONSULTANT will hold up to three

² Page A-44 of the Clinton LDO states – “Stream Buffer: An area of land adjacent to a stream and/or other water body that must remain undisturbed and in its natural state. Streams are identified by any of the following means: a. shown as solid blue lines or as broken blue lines on the USGS (United States Geologic Survey) 7½ Minute Quadrangle Maps, or b. shown as a water feature in the Sampson County Soil Survey. Stream buffers shall extend around the perimeters of all other water features if any portion of the stream connects to the water feature. Stream buffers are also areas of natural or planted vegetation through which stormwater run-off flows in a diffuse manner so that the run-off does not become channelized, and that provides for infiltration of the run-off and filtering of pollutants. Stream buffers are measured landward from the normal pool elevation of impounded structures and from the bank of each side of streams or rivers”. The graphic in the LDO shows the stream buffer as 80-ft.

(3) conversations with the City, and complete and submit a buffer waiver request application to the City for the Airport Owner. The CONSULTANT is only responsible for completing the portions of the application that can be completed with already known information. The CONSULTANT makes no guarantee that a waiver will be approved/received.

It is also assumed that the airport contractor (and not the CONSULTANT) will locate and flag the 80-ft stream buffer limits in the field.

5.0 Archaeological Screening (RGA)
This scope is attached as Exhibit C.

SEPI - AVCON CTZ Tree Removal CATEX Proposal
SUMMARY FEE ESTIMATE
3/1/2021

TASK	TOTAL LABOR COST	TOTAL DIRECT COST	TOTAL COST
1.0 Project Management	\$1,480	---	\$1,480
2.0 NEPA CATEX	\$8,845	\$131	\$8,976
3.0 Scoping, Agency Coord, Doc Reviews	\$2,545	---	\$2,545
4.0 Natural Environment	\$5,370	\$189	\$5,559
TOTAL	\$18,240	\$320	\$18,560

SEPI - AVCON CTZ Tree Removal CATEX Proposal
 Planning - 3-1-21

TASK	LABOR HOURS					TOTAL HRS	LABOR COST	DIRECT EXPENSES	TOTAL COST
	Project Manager	Project Planner	Project Assistant	LEP SPECIALIST	GIS				
	<i>Loaded Hourly Rate</i>	\$185	\$135	\$90	\$90	\$90			
1.0 Project Management	8					8	\$1,480		\$1,480
2.1 CATEX-Background	1	8	4			19	\$2,165		\$2,165
2.2 GIS Mapping	1				20	21	\$1,985		\$1,985
2.3 CATEX Document	3	20	16			39	\$4,695		\$4,695
3.0 Scoping, Agency Coord, Doc Reviews	5	8			6	19	\$2,545		\$2,545
TOTALS	18	36	20	0	32		\$12,870	\$130.90	\$13,001

TOTAL HRS 106

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION	UNIT COST	
Travel:					
	Sedan	1	Trip(s) @ 140 miles @	\$0.560	\$78.40
	Carry All		Trip(s) @	\$0.580	\$0.00
	Car Rental		days @	\$45.00	\$0.00
	Gas for Rental		miles @	\$0.200	\$0.00
Parking:			Trip(s) @	\$3.00	\$0.00
Per Diem:			Breakfast	\$8.60	\$0.00
			Lunch	\$11.30	\$0.00
			Dinner	\$19.50	\$0.00
			Lodging	\$80.00	\$0.00
Reproduction:		30	8 1/2 x 11 B & W Copies @	\$0.09	\$2.70
			11 x 17 B & W Copies @	\$0.15	\$0.00
		20	8 1/2 x 11 Color Copies @	\$0.83	\$16.60
		20	11 x 17 Color Copies @	\$1.66	\$33.20
			SQ. FT. of Plots (B & W or Color) <65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color) ≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @	\$0.50	\$0.00
			Binder(s) @	\$0.50	\$0.00
			Blueprints - 8 1/2 x 11 @	\$0.35	\$0.00
			Blueprints - 42 x 72 @	\$1.30	\$0.00
Film and Developing:			Roll(s) @	\$20.00	\$0.00
			Subtotal		\$130.90
			TOTAL		\$130.90

* Sum of all plots

Natural Environment / Delineations - 3-1-21

TASK		Sr. Project Manager	Project Manager	Project Scientist	Project Assistant	GIS	TOTAL LABOR COST
	<i>Loaded Hourly Rate</i>	\$135	\$130	\$60	\$90	\$90	
NES Project Management	2						\$270
Pre- Field Work	2			2			\$390
PJD Wetland and Stream Delineations (Includes travel)	5			5			\$975
RCW Habitat Surveys (includes travel - same day as PJD)	5			5			\$975
Stream Waiver/City of Clinton Buffer Exemption Correspondence	4						\$540
GIS Post Processing				1		4	\$420
Preparation of Preliminary Jurisdictional Package (PJD) and Notification	2			6			\$630
PJD Agency site visit (includes travel)	6			6			\$1,170
					TOTAL HRS	55	\$5,370
					DIRECTS		\$189.10
					Total		\$5,559

NES DIRECT EXPENSES

GENERAL PROJECT WORK:		ITEM	QTY	DESCRIPTION	UNIT COST	
Travel:						
	Sedan	Trip(s) @		miles @	\$0.560	\$0.00
	Carry All	2 Trip(s) @		140 miles @	\$0.580	\$162.40
	Car Rental			days @	\$45.00	\$0.00
	Gas for Rental			miles @	\$0.200	\$0.00
Parking:		Trip(s) @			\$3.00	\$0.00
Per Diem:		Breakfast			\$8.60	\$0.00
	Lunch				\$11.30	\$0.00
	Dinner				\$19.50	\$0.00
	Lodging				\$80.00	\$0.00
Reproduction:		20 8 1/2 x 11 B & W Copies @			\$0.09	\$1.80
	11 x 17 B & W Copies @				\$0.15	\$0.00
	10 8 1/2 x 11 Color Copies @				\$0.83	\$8.30
	10 11 x 17 Color Copies @				\$1.66	\$16.60
	SQ. FT. of Plots (B & W or Color)			<65 SQ. FT.*	\$6.50	\$0.00
	SQ. FT. of Plots (B & W or Color)			≥		

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Direct Costs

Miles round trip (SEPI Ral - CTZ)	140
Reimb cost per mile - sedan	\$ 0.56
Reimb cost per mile - carryall	\$ 0.58
MEALS PER DAY	
Bfast	\$ 8.60
Lunch	\$ 11.30
Dinner	\$ 19.50
	\$ 39.40
Lodging	\$ 75.10



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

January 12, 2021

MAXIMUM ALLOWABLE NON-SALARY DIRECT COSTS

CONSULTANTS ARE LIMITED TO THE LOWER OF THEIR ACTUAL RATES OR THE RATES IMPOSED BELOW

Reproduction:

Copies (B&W)	\$ 0.09	
Copies (B&W)	\$ 0.15	11" x 17"
Copies (color)	\$ 0.83	
Copies (color)	\$ 1.66	11" x 17"
Blueprints	\$ 0.35	
Blueprints	\$ 1.30	42" x 72"
Bond	\$ 0.42	

Vellums	\$ 3.00	
Stick-ons	\$ 1.00	
Covers	\$ 0.50	
Binding	\$ 0.50	
Mylars	\$ 5.90	
Mylars	\$ 21.00	3' x 4'
Bond	\$ 3.50	34" x 68"

Computer:

CADD \$ -
recovered through overhead

Other:

Film & Development \$ 20.00 per roll

Mileage:

Sedan	\$ 0.560	per mile
Carryall	\$ 0.580	per mile
Car Rental	\$ 45.00	per day
Gas for car rental	\$ 0.20	per mile

CEI/Technician-type contracts:

2-WD Truck	\$ 835.00	per month
4-WD Truck	\$ 915.00	per month
2-WD Truck gas reimbursement	\$ 0.13	per mile
4-WD Truck gas reimbursement	\$ 0.14	per mile

Phones, computers, iPads, Data Plans, Wi-Fi, etc.,
recovered through overhead

Subsistence:

	In-State	Out-State
Breakfast	\$ 8.60	\$ 8.60
Lunch	\$ 11.30	\$ 11.30
Dinner	\$ 19.50	\$ 22.20
Lodging	\$ 75.10	\$ 88.70
	<u>\$114.50</u>	<u>\$130.80</u>

Hotel reimbursement is limited to actual costs not to exceed:

\$ 75.10 per day plus tax for in state
\$ 88.70 per day plus tax for out of state
\$ 80.00 per day
for hotel will be proposed for ALL NCDOT proposals.

- * Subsistence is an allowance related to lodging and meals (including gratuities).
- * Payment of sales tax, lodging tax, local tax or service fees applied to the cost of lodging is allowed in addition to the lodging rate and is to be paid as a lodging expense.
- * Reimbursement of actual costs of overnight lodging, whether in-state or out-of-state, must be documented by a receipt of actual lodging expenses from a commercial establishment.
- * Out of State travel status only applicable when performing contracted services for NCDOT & requires travel outside of NC. Travel status begins when employee(s) leaves the state and remains in effect until returning to the state.
- * All subsistence rates comply with NC GS 138-6, the NC Office of State Budget & Management Budget Manual and the NCDOT Travel Policy and Reimbursement Procedures.

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Exhibit C

December 9, 2020

Michelle Suverkrubbe
Senior Planner
SEPI, Inc.
1 Glenwood Ave., Suite 600
Raleigh, NC 27603

Re: Clinton-Sampson County Airport Runway 24 Cultural Resources Screening, Clinton, Sampson County, North Carolina. REVISED 12.9.20

Dear Ms. Suverkrubbe:

RGA is pleased to submit this proposal for a cultural resources screening for the Runway 24 project at the Clinton-Sampson County Airport. The purpose of the cultural resources screening is to identify historic properties (above ground buildings, structures, objects, or sites) and archaeological sites that are listed in or eligible for listing in the National Register of Historic Places (NRHP). The screening is the first step of the identification process as stipulated in the Section 106 of the National Historic Preservation Act and the National Environmental Policy Act. RGA proposes to conduct limited background research at the North Carolina State Historic Preservation Office (HPO). The results will be incorporated into a project scoping letter that will be submitted to the HPO for the agency's review of the project.

Task I: Background Research

- RGA staff will collect historic structures data available on the HPO's online GIS and archaeological records the Office of State Archaeology. RGA will follow all state and local Covid-19 regulations during fieldwork and research tasks.

Task II: Site Visit

- The RGA project manager assigned to this project will conduct one (1) site visit with the project team.

Task III: Reporting

- RGA will prepare a cultural resources screening letter for submission to the HPO. Identified cultural resources will be summarized in tabular format. The letter will meet the requirements of, and include all of the requested materials outlined in, the HPO's *Project Review Checklist*.

The Firm

Established in 1988, RGA is a woman-owned small business dedicated to cultural resources management. The field of cultural resources management brings professional education and skills to the study and protection of historic architecture, cultural and archaeological sites and cemeteries. RGA's North Carolina headquarters are in Wake Forest and staff includes Senior Historian Ellen Turco, MA, Principal Senior Historian and manager of the North Carolina office; Jason Harpe, MA, Director of Cemetery Conservation; and Jason Shellenhamer, MA, RPA, Principal Senior Archaeologist.

RGA has a current staff size of 44, including 17 full-time principal investigators for architectural history and history, including two who have earned Professional Associate status with the AIC; 13 full-time principal investigators for archaeology, 12 of whom hold the Registered Professional Archaeologist (RPA)



credentials and three who have earned PhDs; and 13 field directors, field technicians, material culture specialists, GIS and CADD technicians, and administrative staff. RGA's historians and architectural historians have conducted reconnaissance and intensive-level historic architectural surveys in 33 states and U.S. Territories and have identified, surveyed, photographed, evaluated, researched, and documented tens of thousands of resources using the latest survey techniques while meeting strict state and federal standards. RGA's Principal Investigators meet or exceed the Secretary of the Interior's Professional Qualifications Standards (36CFR61) in Architectural History, History, and Archaeology.

RGA staff assigned to this project will meet or exceed the qualifications set forth in the Secretary of Interior's Standards for Historian, Architectural Historian, and/or Archaeologist [36 CFR 61]. Fieldwork requested by the HPO in response to the screening letter, if any, will be addressed under a supplement to the contract.

RGA proposes to complete the cultural resources screening for the Clinton-Sampson Airport Runway 24 for an amount not-to-exceed \$1,952.25.00 including all expenses.

Once you have had an opportunity to review this proposal, please let me know if you have any questions. You can reach me at eturco@rgaincorporated.com or (919) 219-1489. Thank you.

Respectfully Submitted,



Ellen Turco
Principal Senior Historian

ET:oh



Cost Proposal
Clinton-Sampson Airport REV 12.8.20
Cultural Resources Screening Letter
Clinton, Sampson, North Carolina

Labor Costs

Personnel by Title	Direct Salary Rate	Hours by Task						Total Hours	Total Labor
		Planning	Research	Fieldwork	Artifact Processing	Report	Meetings		
Director	\$ 112.75					2		2	\$225.50
Principal Sr. Historian	\$ 112.75			8		6		14	\$1,578.50
Sr. Archaeologist									\$0.00
Sr. Historian									\$0.00
Archaeologist									\$0.00
Architectural Historian									\$0.00
Lab Director									\$0.00
Drafter									\$0.00
GIS Technician	\$ 71.50						1	1	\$71.50
Technical Editor	\$ 76.75						1	1	\$76.75
Research Assistant									\$0.00
Field Technician									\$0.00
Total Hours by Task		0	0	8	0	8	2	18	
Total Labor by Task		\$0.00	\$0.00	\$902.00	\$0.00	\$902.00	\$148.25		\$1,952.25

Expense Costs

Expense	Amount		
		Direct Labor Total	\$1,952.25
Hotel per diem		Overhead	\$0.00
		Fee	
		Labor Total	\$1,952.25
		Expense Total	\$0.00
	\$0.00	Total Project Cost Not-To Exceed	\$1,952.25

**STANDARD MASTER SUBCONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES
BETWEEN
AVCON INC. AND SEPI ENGINEERING & CONSTRUCTION, INC.**

THIS AGREEMENT made this 9th day of December, 2020, by and between AVCON Engineers & Planners, Inc. (dba AVCON, INC.), with offices at 13801 Reese Blvd., Suite 160, Huntersville, North Carolina 28078 hereinafter referred to as the CONSULTANT, and SEPI Engineering & Construction, Inc., with offices at Glenwood Avenue, Suite 600, Raleigh, North Carolina 27603, hereinafter referred to as the SUBCONSULTANT;

WHEREAS, the CONSULTANT has entered into an Agreement with Sampson County and the City of Clinton, North Carolina ("the Client") for the furnishing of professional services ("the Contract"); and

WHEREAS, the CONSULTANT desires to engage the SUBCONSULTANT to perform certain services under the terms of the Contract:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, the CONSULTANT and the SUBCONSULTANT agree as follows:

(1) Scope of Agreement; Incorporation of Terms and Conditions of the Contract. The SUBCONSULTANT's relationship to the CONSULTANT shall be that of independent contractor, and the CONSULTANT shall have no responsibility for the safety or acts of the SUBCONSULTANT's employees. Except as noted below all terms and conditions of the CONSULTANT's Contract with the Client, a copy of which is attached hereto as Attachment A, are incorporated herein by reference. The SUBCONSULTANT shall be bound to observe all such terms and conditions to the same extent as the CONSULTANT is bound to the Client. Without limiting the generality of the foregoing, with respect to this Agreement:

Provisions, if any, in the Contract imposing an obligation on the CONSULTANT to the Client shall be deemed to impose that obligation on the SUBCONSULTANT to the CONSULTANT.

Provisions, if any, in the Contract providing for indemnification or other hold harmless obligations by the CONSULTANT to the Client shall be deemed to be indemnifications or hold harmless obligations by the SUBCONSULTANT to the CONSULTANT and the Client.

Provisions, if any, in the Contract requiring the CONSULTANT to maintain insurance shall be deemed to require the SUBCONSULTANT to maintain insurance; and any provision in the Contract requiring the CONSULTANT to name the Client as an additional insured party shall be deemed to require the SUBCONSULTANT to cause the Client and the CONSULTANT to be designated as additional insured parties.

Provisions, if any, in the Contract requiring the payment of attorneys' fees by the CONSULTANT under named circumstances shall be deemed to require the payment of attorneys' fees by the SUBCONSULTANT to the CONSULTANT in the event of those same circumstances with respect to this Agreement.

Provisions, if any in the Contract assigning copyright rights to the Client or designating the CONSULTANT's instruments of service as "works made for hire" shall be deemed to assign the same rights by the SUBCONSULTANT to the CONSULTANT and the Client, and to consider the SUBCONSULTANT's instruments of service as "works made for hire."

For purposes of establishing the rights of the parties to this Agreement, terms in the Contract referring to:

"CONSULTANT", "AVCON Engineers & Planners, Inc.", "AVCON, INC.," "Contractor" or other similar terms shall (as the context requires) be deemed to refer to SUBCONSULTANT under this Agreement;

"Owner," "Authority," "Government," "State," "City," "Client," "Contracting Agency," "District," or other similar terms shall (as the context requires) be deemed to refer to CONSULTANT under this Agreement; and

"Services to be rendered by CONSULTANT," "Work to be performed by Consultant," or other similar terms shall (as the context requires) be deemed to refer to the Services (as defined in Section (2) hereof) to be rendered by SUBCONSULTANT under this Agreement, to the extent of the scope of services of the SUBCONSULTANT.

Notwithstanding the foregoing, in the event a term or condition in the Contract is also covered by the terms and conditions hereinafter set forth, the parties shall (to the extent possible) give effect to both such sets of terms and conditions; and, in the event such terms and conditions are contradictory or in conflict, then the conflicting or contradictory terms and conditions contained in this Agreement shall take precedence over the terms and conditions in the Contract.

(2) Professional Services. The SUBCONSULTANT shall provide the services set forth in the individual Task Order (sample Task Order included herein as Attachment B) and incorporated herein by reference (hereinafter "the Services"). In all respects as to terms and scope of the services, the SUBCONSULTANT shall be bound to perform the Services for the CONSULTANT in the same manner and to the same extent that the CONSULTANT is bound to perform such services in the CONSULTANT's Contract with the Client (Attachment A), except that any provision hereinafter contained in this Agreement in conflict with the Contract shall take precedence. Without limiting the generality of the foregoing:

"Time is of the essence" or similar performance criteria, if any, set forth in the Contract is incorporated herein by reference, and shall be binding on the SUBCONSULTANT.

Terms or conditions in the Contract, if any, requiring the Client to approve any change orders, or to approve any designs or other instruments of service shall, with respect to this Agreement, require that the SUBCONSULTANT submit for the CONSULTANT's approval any change order, designs or other instruments of service.

(3) Period of Service. The SUBCONSULTANT shall begin its services promptly after receipt of a fully executed copy of this Agreement, to the extent that the CONSULTANT has been authorized to proceed by the Client and will complete the Services described in the individual Task Order within the time schedule therein provided. With respect to such schedule, time shall be of the essence for this Agreement. However, the times for performance established in such schedule shall be extended on a day for day basis for periods of delay resulting from strikes, natural disasters, and similar circumstances for which the SUBCONSULTANT has no fault provided that like extensions are granted to the CONSULTANT by the Client.

(4) Compensation. For Services described in the individual Task Order, the SUBCONSULTANT's compensation shall be computed on the basis set forth in the individual Task Order, a sample of which is attached hereto and incorporated herein by reference (Attachment B). The manner in which such compensation shall be paid is also set forth in the individual Task Order. If provided in the individual Task Order, Direct Reimbursable Expenses incurred by the SUBCONSULTANT and specifically authorized in advance by the CONSULTANT in providing the Services described in the individual Task Order shall be reimbursed to the SUBCONSULTANT. If the SUBCONSULTANT's compensation is on an hourly or cost-plus basis, the parties have estimated costs and expenses for the various portions of the scope of the Services described in the individual Task Order, and such costs and expenses are set forth in the individual Task Order. No services undertaken, or expenses incurred by the SUBCONSULTANT exceeding the estimates set forth in the individual Task Order shall be the liability of the CONSULTANT unless the CONSULTANT has approved such additional fees and costs in advance in writing.

(5) Additional Services. The SUBCONSULTANT shall provide services in addition to those described in individual Task Orders ("Additional Services") upon and only upon written request of the CONSULTANT. SUBCONSULTANT shall be compensated for all authorized Additional Services only on the basis agreed upon in writing at the time such Additional Services are authorized.

(6) Invoices. Invoices will be submitted by the SUBCONSULTANT to the CONSULTANT monthly

for Services and Additional Services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of each such invoice will be due within twenty-five (25) days of the receipt of payment from the Client for services performed by the SUBCONSULTANT.

(7) Time of Payment. Notwithstanding anything to the contrary contained herein, it is understood and agreed that the CONSULTANT shall have no obligation to pay the SUBCONSULTANT the fee set forth in this Agreement, or any other additional charges or claims, or any installment thereof, until the CONSULTANT has received from the Client its fee covering the services performed by the SUBCONSULTANT.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement shall terminate (without prior notice) upon termination of the Contract, or the portion authorizing the services under this Agreement, by any party and for any reason, without liability therefore to the CONSULTANT. Upon any termination, the SUBCONSULTANT will be paid (subject to the payment provisions in Section (7)) for all authorized services satisfactorily completed to the date of termination. If the SUBCONSULTANT's compensation is determined on an hourly basis, the amount payable shall be established on the basis of the time and authorized expenses actually incurred on the project to the date of termination. If the SUBCONSULTANT's compensation is a lump sum fee, the amount payable to the SUBCONSULTANT will be a pro rata amount of such fee determined on the basis of the relationship of the amount and value of the services performed prior to the SUBCONSULTANT 's receipt of notice of termination to all of the services described in the individual Task Orders.

(9) Ownership of Documents.

(a) The ownership and use of all documents prepared by SUBCONSULTANT or furnished to SUBCONSULTANT including but not limited to drawings, specifications, calculations, maps, notes, files, sketches, lists, reports, and data (in paper or electronic form) ("SUBCONSULTANT's Documents") shall be governed by the applicable portions of the Contract, including the rights granted to the Client and the CONSULTANT. To the extent not in conflict with the Contract, CONSULTANT agrees that the SUBCONSULTANT's Documents are instruments of service, and SUBCONSULTANT may retain an ownership interest therein. The CONSULTANT likewise shall have an ownership interest in SUBCONSULTANT's Documents.

(b) SUBCONSULTANT shall have no rights to retain or reuse any drawings, specifications, calculations, notes, files, sketches, lists, reports, data, or other documents (in paper or electronic form) prepared by CONSULTANT or obtained by SUBCONSULTANT from CONSULTANT ("CONSULTANT's Documents"). SUBCONSULTANT shall return all copies of CONSULTANT's Documents to CONSULTANT and certify as to the completeness of such return as a condition precedent to receiving final payment of SUBCONSULTANT's fee.

(10) Insurance. During the term of this Agreement, the SUBCONSULTANT shall comply with the following minimum insurance requirements:

SUBCONSULTANT shall insure itself for and against professional liability and malpractice relative to the performance of this Agreement in the minimum amount of \$1,000,000 each claim/annual aggregate. In addition, SUBCONSULTANT shall be required, if available, to provide the same types and levels of insurance identified above for a period of six years following the expiration or early termination of this Agreement. SUBCONSULTANT shall deliver to CONSULTANT a certificate of this insurance coverage at the time this Agreement is executed. The certificate shall unconditionally provide that the requisite coverage shall not be terminated or modified or not renewed until CONSULTANT has received thirty (30) day written notice thereof. In the event that an insurance carrier should terminate or modify or not renew the above coverage, SUBCONSULTANT shall immediately contract with another insurance carrier to provide requisite coverage and shall immediately deliver to CONSULTANT a replacement certificate. The coverage shall be written through an admitted carrier in the State of North Carolina. In addition, SUBCONSULTANT shall maintain Workers' Compensation Insurance as required by law, and certificates of such insurance coverage shall likewise be delivered to CONSULTANT.

(11) Indemnity. The SUBCONSULTANT shall be subject to the indemnification obligations under the Contract, with such terms of the Contract incorporated herein as set forth in Section (1) above.

(12) Expenses of Litigation. In the event litigation or arbitration in any way related to the services

performed hereunder is initiated by either party against the other, the prevailing party shall be reimbursed, by the other party, for reasonable attorneys' fees, reasonable experts' fees, and other expenses related to said litigation.

(13) Dispute Resolution. All claims, counterclaims, disputes, and other matters in question between

(15) Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

(16) Continuity of Services. The SUBCONSULTANT shall proceed diligently with the performance of this Contract, pending final resolution of any request for relief, claim, appeal, modification, dispute, or action arising from this Agreement and shall continue, pending final resolution of the matter, according to the directions of the CONSULTANT.

(17) Merger; Amendment. This Agreement (together with the terms of the Contract incorporated herein by reference, as set forth in Section (1) above) constitutes the entire and fully integrated agreement between the CONSULTANT and the SUBCONSULTANT, and supersedes all prior and contemporaneous negotiations, representations, agreements, and understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the CONSULTANT and the SUBCONSULTANT.

(18) Nonassignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CONSULTANT and the SUBCONSULTANT.

(19) Severability; Waiver of Provisions. Any provisions in this Agreement (together with the terms of the Contract incorporated herein by reference, as set forth in Section (1) above) that are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provisions by the CONSULTANT shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

IN WITNESS WHEREOF, AVCON, INC. and the SUBCONSULTANT have caused this instrument to be signed by their duly authorized officers on the day and year first above written.

SUBCONSULTANT:
SEPI ENGINEERING & CONSTRUCTION, INC.

CONSULTANT:
AVCON, INC.

BY: _____

BY: _____

ITS: _____

ITS: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

ATTACHMENT A

**MASTER AGREEMENT BETWEEN SAMPSON COUNTY, THE CITY OF CLINTON
AND AVCON, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 25th day of June, 2019, by and between SAMPSON COUNTY and THE CITY OF CLINTON, bodies corporate and politic ("the Client" or "Sponsor"), and AVCON, INC., a Florida corporation doing business in the State of North Carolina as AVCON ENGINEERS & PLANNERS, INC. pursuant to a Certificate of Authority issued by the Secretary of State of North Carolina ("the Consultant").

WHEREAS, the Client desires to engage the Consultant from time to time to perform certain professional Consulting services; and

WHEREAS, the Client and the Consultant desire to set forth herein the general terms and conditions whereby the Consultant will from time to time be engaged on one or more projects (with respect to each engagement "the Project") to provide services to the Client, the particulars of each such engagement being set forth in an executed Project Task Order ("TO");

NOW, THEREFORE, the Client and the Consultant, in consideration of their mutual covenants herein, agree in respect of the performance of professional Consulting services by the Consultant and the payment of those services by the Client as set forth below.

(1) Scope of Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in TO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") and shall be compensated as set forth below. In addition, the Consultant is authorized to perform, and will be similarly compensated therefor, Additional Services for those services the Consultant deems advisable due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Consultant's services, or requirements of authorities if, in the Consultant's opinion, such Additional Services are clearly in the Client's interest, and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the Consultant will notify the Client as soon as practical of the necessity, extent, and inception of the Additional Services.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and full information as to the Client's requirements for the Project, including objectives and constraints, space, capacity and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the TO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the TO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such as legal services as the Client may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by any contractor(s) employed by the Client (hereinafter the "Contractor"), such auditing services as the Client may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Client may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(j) If the Client designates a person to represent the Client at the site who is not the Consultant or the Consultant's agent or employee, set forth the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of the Consultant, stating these matters in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

(k) If more than one prime contract is to be awarded for construction, materials, equipment and services for the Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

(l) Furnish to the Consultant data or estimated figures as to the Client's anticipated costs for services to be provided by others for the Client as required for the Consultant to support opinions of probable total Project costs.

(m) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incident to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each TO after receipt of a fully executed copy of the TO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. Such suspension or delay shall not terminate the TO or this Agreement unless the Consultant elects to terminate in accordance with other provisions of

this Agreement. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the TO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the TO in question.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses may be billed at 1.10 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the TO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the TO shall be the liability of the Client.

(d) In addition to amounts payable by the Client to the Consultant hereunder, the Client shall be invoiced for and shall pay to the Consultant in accordance with these provisions all taxes, if any, whether state, local, or federal levied with respect to such amounts.

(5) Compensation for Additional Services. If upon the request of the Client, the Consultant performs Additional Services hereunder, the Client shall pay the Consultant an amount agreed to by the parties.

(6) Method of Payment.

(a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within twenty-five (25) days of receipt. Interest may be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant for services and expenses within thirty (30) days after the Consultant's transmittal of its invoice therefor, the Consultant may, after giving seven (7) days' written notice to the Client, suspend services under this Agreement or the TO in question until it has been paid in full all amounts due.

(b) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

(c) The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency.

(7) Non-appropriation. Notwithstanding any provision herein to the contrary, all financial obligations of the Client under this Agreement are dependent upon, and subject to, the continuing allocation of funds by the Sampson County Board of Commissioners and the Clinton City Council for such purpose. This Agreement shall automatically terminate in the event that such funds cease to be allocated or available for any reason.

(8) Use of Documents. All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, including the partial use of the Consultant's documents, or any reuse without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to the Consultant. The Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting therefrom. Any such authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. The Client shall have complete access to all documents pertaining to the Client.

(9) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(10) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis,

the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed, less prior partial payments, if any.

(11) Insurance. The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and public liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request. If the Client specifically directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional Workers' Compensation or similar insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(12) Liability. The Consultant shall maintain during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence. Such coverage shall be maintained for a period of one (1) year following completion and acceptance of any work performed under this Agreement. The Consultant shall not be liable for unforeseen subsurface conditions.

(13) Certifications. The Consultant shall not be required to execute any certifications or other documents that in any way might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability or cost of its insurance.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within three years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

(a) Unless stated in the TO, it is agreed that the Client does not request the Consultant to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. If such services are agreed to, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's

services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services. The parties shall decide if Consultant is to proceed with testing and evaluation and may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) Limitation on Indemnity. The Client and the Consultant acknowledge and understand that an unlimited indemnification of any party by the Client constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by the Client to any party pursuant to this Agreement shall be deemed to be given only to the fullest extent allowed by law, notwithstanding any provision of this Agreement to the contrary.

(18) E-Verify Certificatoin. At all times during the performance of this Agreement, Consultant shall fully comply with Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any subcontractors utilized by Consultant. Consultant shall execute an affidavit verifying such compliance upon request by the Client._____

(19) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates, subconsultants, and suppliers as the Consultant may deem appropriate to assist in the performance of the Services.

(20) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(21) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of North Carolina. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the

Consultant and the Client. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(22) Duration of this Agreement. This Agreement shall be effective from the date of execution by both parties until five years after such date. TOs agreed to by both parties within such five-year period shall be valid and binding until the agreements and promises thereunder are completed, and the terms and conditions of the Agreement shall remain in effect until all obligations under said TOs are completed. This Agreement may be extended or renewed, with or without changes, by written amendment.

(23) FAA CONTRACTUAL REQUIREMENTS FOR ALL A/E CONTRACTS

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

Reference 49 CFR Part 21, AC 150/5100-15

During the performance of this contract, the CONTRACTOR (for this agreement, CONTRACTOR is “the Consultant”), for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- 1.1 Compliance with Regulations. The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each

potential SUBCONTRACTOR or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- 1.4 Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 Incorporation of Provisions. The CONTRACTOR shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CIVIL RIGHTS - GENERAL

Reference: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS - TITLE VI ASSURANCES

7.2.1. Title VI Solicitation Notice

Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7.2.2. Title Clauses for Compliance with Nondiscrimination Requirements

Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

Compliance with Nondiscrimination Requirements During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

1. COMPLIANCE WITH REGULATIONS:

The CONTRACTOR (hereinafter includes consultants) will comply with the ***Title VI List of Pertinent Nondiscrimination Statutes and Authorities***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. NON-DISCRIMINATION:

The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. *SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:*

In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. *INFORMATION AND REPORTS:*

The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *SANCTIONS FOR NONCOMPLIANCE:*

In the event of a CONTRACTOR's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *INCORPORATION OF PROVISIONS:*

The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

7.2.6 Title VI List of Pertinent Nondiscrimination Authorities

Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation - Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems,

places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives’ access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BUY AMERICAN PREFERENCE

Reference: 49 USC § 50101

The CONTRACTOR agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or OFFEROR must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

DISADVANTAGED BUSINESS ENTERPRISES

Reference 49 CFR Part 26

CONTRACT ASSURANCE (§ 26.13) - The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

PROMPT PAYMENT (§26.29) - The prime CONTRACTOR agrees to pay each SUBCONTRACTOR under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime CONTRACTOR receives from the Sponsor. The prime CONTRACTOR agrees further to return retainage payments to each SUBCONTRACTOR within seven (7) days after the SUBCONTRACTOR's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE SUBCONTRACTORS.

FEDERAL FAIR LABOR STANDARDS ACT

Reference 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

<i>Requirement</i>	<i>Federal Agency with Enforcement Responsibilities</i>
<i>Federal Fair Labor Standards Act (29 USC 201)</i>	<i>U.S. Department of Labor - Wage and Hour Division</i>

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference 49 CFR Part 20, Appendix A

The bidder or OFFEROR certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or OFFEROR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

<i>Requirement</i>	<i>Federal Agency with Enforcement Responsibilities</i>
<i>Occupational Safety and Health Act of 1970 (20 CFR Part 1910)</i>	<i>U.S. Department of Labor - Occupational Safety and Health Administration</i>

RIGHT TO INVENTIONS

Reference 2 CFR § 200 Appendix II (F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION

Reference: 49 CFR part 30

TRADE RESTRICTION CLAUSE

The CONTRACTOR or SUBCONTRACTOR, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONTRACTOR or SUBCONTRACTOR who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective SUBCONTRACTOR unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the sponsor if the CONTRACTOR learns that its certification or that of a SUBCONTRACTOR was erroneous when submitted or has become erroneous by reason of changed circumstances. The SUBCONTRACTOR agrees to provide written notice to the CONTRACTOR if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONTRACTOR or SUBCONTRACTOR knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

Reference 2 CFR § 200 Appendix II (B)

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or OFFEROR certifies that at the time the bidder or OFFEROR submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or OFFEROR), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

BREACH OF CONTRACT TERMS

Reference 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the CONTRACTOR or its SUBCONTRACTORS may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G)

CONTRACTORS and SUBCONTRACTORS agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the CONTRACTOR or SUBCONTRACTOR will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. OVERTIME REQUIREMENTS.

No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.

In the event of any violation of the clause set forth in paragraph (1) above, the CONTRACTOR and any SUBCONTRACTOR responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. SUBCONTRACTORS.

The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the SUBCONTRACTOR to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in paragraphs 1 through 4 of this section.

TEXTING WHEN DRIVING

References: Executive Order 13513, and DOT Order 3902.1

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S

PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Sect. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

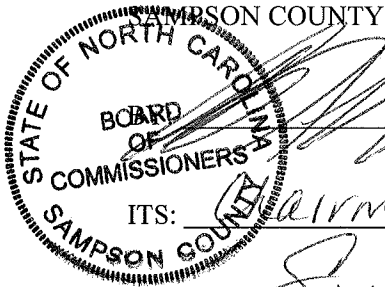
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK. SIGNATURES
APPEAR ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT:

CONSULTANT:



AVCON, INC. d/b/a AVCON ENGINEERS & PLANNERS, INC.

ITS: Chairman

BY: [Signature]

ITS: President

ATTEST: [Signature]

ATTEST: [Signature]

CITY OF CLINTON

BY: [Signature]

ITS: _____

ATTEST: Elaine F. Hunt



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

[Signature]
DAVID K. CLACK, Finance Officer

November 18, 2019
Revised February 25, 2021

Marty Wynn, PE
AVCON, Inc.
6320 Carolina Beach Road
Wilmington, NC 28412-2816

**Re: Proposal for Airport Obstruction Removal Project Survey Support
Clinton – Sampson County Airport**

Dear Mr. Wynn:

SEPI Engineering and Construction, Inc. (SEPI) is pleased to submit our proposal for Professional Land Surveying services for the Clinton-Sampson County Airport Obstruction Removal Project in Clinton, North Carolina.

SCOPE OF WORK

SEPI will provide Professional Land Surveying Services to tie the boundary of parcels #1 & #2 as shown on the recorded plat by Matrix East, PLLC for the Clinton-Sampson County Airport recorded dated February 20, 2020 in Map Book 104 page 28 of the Sampson County Registry (a copy of the plat is attached for reference) to the published airport control monumentation and the runway end points.

DELIVERABLES

SEPI will provide an AutoCad Civil3D drawing (2018 format) with the control and boundary information along with a signed/sealed map of the survey.

FEE

We propose to provide surveying and mapping services for a lump sum amount of \$ 2,617.00.

ASSUMPTIONS AND EXCLUSIONS

This proposal covers only those items described in the above scope of work. Services beyond those described above may be required and if so, additional cost estimates will be provided for approval prior to work being performed. This is a control tie survey and is not a full boundary survey of the subject parcels.





CONFIDENTIALITY

This proposal was prepared by SEPI solely for your internal use in evaluating SEPI’s proposal and deciding whether to contract with SEPI to perform the services described herein. SEPI considers the pricing, technical and business information contained in this proposal to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other than as specifically stated above and shall not be disclosed to any other party without SEPI’s prior written consent.

CONCLUSION

We would be pleased to further discuss our scope of work should additional project information become available. If you have any questions regarding this proposal, please contact us at (910) 550-3249. This proposal shall be open for your acceptance for 30 days from the date of this letter unless changed by us in writing. We appreciate this opportunity to be of assistance and look forward to providing professional services.

Respectfully Submitted,
SEPI Engineering & Construction, Inc.

Mike Tackett. PLS, CFS
Wilmington Survey
Department Manager

Date: 2/25/21_____

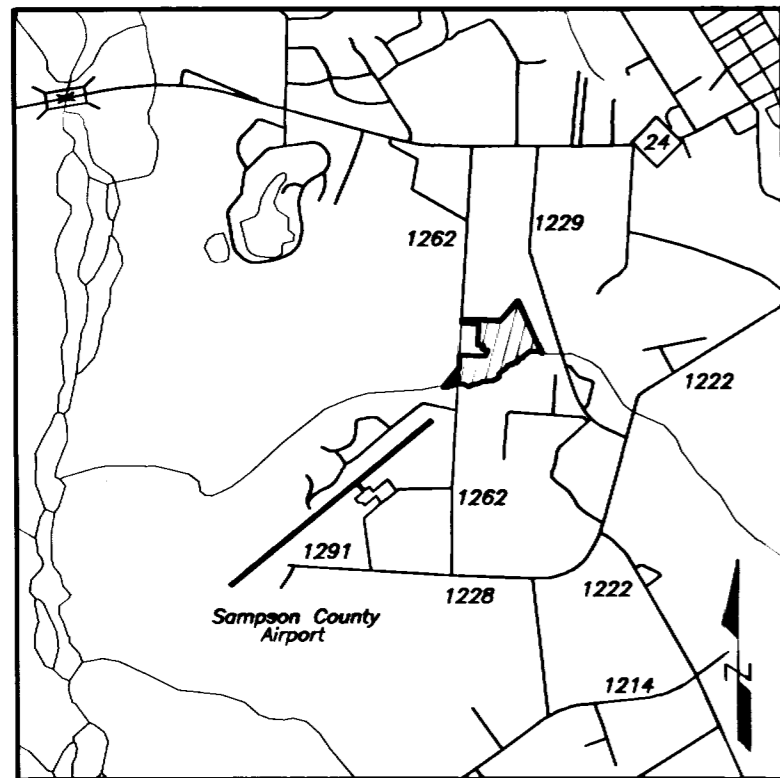
Accepted By:

Name (print)

Signature

Date: _____





VICINITY MAP
(NOT TO SCALE)

STATE OF NORTH CAROLINA SAMPSON COUNTY

I, JAMES R. WATSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN MAP & DEED BOOKS NOTED); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THIS GNSS SURVEY:

CLASS OF SURVEY: A
 POSITIONAL ACCURACY: 0.10'
 TYPE OF GPS FIELD PROCEDURE: RTK
 DATES OF SURVEY: 4/27/2016 - 5/5/2016
 DATUM / EPOCH: NAD 83(2011)
 PUBLISHED / FIXED CONTROL USED: OPUS
 GEOID MODEL: GEOID12
 COMBINED GRID FACTOR: 0.99988409
 UNITS: U.S. SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 29TH DAY OF MAY, A.D., 2016.

James R. Watson
L-4712



I, JAMES R. WATSON, PROFESSIONAL LAND SURVEYOR NO. 4712, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY. TO WIT: AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

James R. Watson
L-4712

THIS DIVISION OF LAND DOES NOT MEET THE DEFINITION OF A SUBDIVISION AS SET FORTH BY NORTH CAROLINA GENERAL STATUTE 160A-376 AND IS NOT SUBJECT TO THE SUBDIVISION STANDARDS OR DEVELOPMENT REVIEW PROCESS IN THE CITY OF CLINTON. THE MINIMUM LOT REQUIREMENTS FOR THE SUBJECT ZONING DISTRICT HAVE BEEN MET.

by Graham F. Butler 2-19-2020
 SUBDIVISION ADMINISTRATOR DATE

FILED FOR REGISTRATION February 20¹⁵
 2020. 10:32 AM
 MAP BOOK 104, PAGE 28

Graham F. Butler
 REGISTER OF DEEDS
 SAMPSON COUNTY
 By: Tell Ann Daugherty - Deputy

SUMMER TREE COURT
 PROPOSED 60' R/W
 (MB 92, PG 55)

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF CLINTON, AND THAT I (WE) FREELY ADOPT THIS PLAN.

by Graham F. Butler 2-18-2020
 REVIEW OFFICER DATE
 2-18-2020 SIGNATURE OF OWNER
 2-18-2020 SIGNATURE OF OWNER

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN ZONE "X"
 AND IS NOT WITHIN A SPECIAL FLOOD HAZARD
 AREA, AS DETERMINED BY NFIP RATE MAP
 DATED 01/05/07 : COMMUNITY PANEL
 NUMBER 370263-1484-J

LINE	BEARING	LENGTH
L-1	N 86°04'54" W	30.02
L-2	N 03°58'00" E	29.49
L-3	N 03°52'19" E	30.52
L-4	S 86°04'22" E	29.85

ACREAGE DATA
 (BY COMPUTER)
 0.635 AC±
 (EXISTING TRACT 1,
 DB 1798, PG 484)

ACREAGE DATA
 (BY COMPUTER)
 21.564 AC± EXCL. R/W
 22.107 AC± INCL. R/W

LINE TABLE					
ALONG CENTERLINE OF COOPERS MILL BRANCH					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L-5	N 58°26'00" W	58.41	L-29	S 41°13'17" W	45.87
L-6	N 85°16'19" W	128.87	L-30	S 51°39'24" W	25.47
L-7	N 87°48'59" W	21.25	L-31	S 71°37'26" W	42.63
L-8	S 59°24'21" W	39.38	L-32	S 47°03'07" W	24.71
L-9	S 49°32'57" W	49.90	L-33	S 89°20'21" W	65.39
L-10	S 48°54'54" W	26.79	L-34	S 86°56'49" W	106.51
L-11	S 70°32'14" W	25.19	L-35	S 65°23'10" W	72.22
L-12	S 01°49'14" E	30.88	L-36	S 69°30'30" W	47.11
L-13	S 86°59'04" W	21.50	L-37	N 83°28'57" W	35.32
L-14	S 69°15'35" W	14.46	L-38	S 71°52'38" W	46.91
L-15	S 87°31'43" W	23.23	L-39	S 52°51'44" W	52.69
L-16	S 22°00'09" W	31.74	L-40	N 56°35'15" W	87.96
L-17	S 44°33'38" W	59.07	L-41	N 77°07'51" W	35.71
L-18	S 76°49'47" W	13.18	L-42	N 87°46'24" W	55.19
L-19	N 39°36'49" W	20.47	L-43	N 87°46'24" W	30.01
L-20	S 55°32'58" W	32.89	L-44	N 87°46'24" W	24.02
L-21	S 48°12'28" W	38.09	L-45	S 69°56'28" W	25.84
L-22	N 66°15'43" W	23.37	L-46	S 35°27'57" W	20.86
L-23	S 69°00'05" W	51.09	L-47	S 77°45'16" W	33.16
L-24	S 17°56'07" W	37.33	L-48	S 87°52'19" W	29.12
L-25	S 56°27'05" W	96.55	L-49	S 59°38'59" W	47.08
L-26	S 52°05'22" W	61.81	L-50	N 80°39'13" W	26.20
L-27	S 24°00'45" W	21.22	L-51	S 81°30'12" W	31.83
L-28	S 27°50'13" E	26.25	L-52	N 86°58'07" W	18.28

SOURCE OF TITLE
 DB 1798, PG 484
 MB 16, PG 91

ACREAGE DATA
 (BY COMPUTER)
 TRACT 1 = 0.635 AC±
 TRACT 2 = 21.564 AC± EXCL. R/W
 TRACT 2 = 22.107 AC± INCL. R/W
 TOTAL = 22.199 AC± EXCL. R/W
 TOTAL = 22.742 AC± INCL. R/W

REVISED: 2/13/2020 - ADDED STATEMENTS - JRW

MATRIX EAST, PLLC
 PROFESSIONAL LAND SURVEYORS
 906 N. QUEEN ST., SUITE A KINSTON, NC 28501
 TEL: 252-522-2500 FAX: 252-522-4747

FIRM LIC. # P-0221	EMAIL: surveyor@matrixeast.net
DRAWN BY: JRW	PROJECT NO.: 20160041
SURVEYED BY: BAR/CRB/DGJ	DATE: 4/27/2016
SCALE: 1" = 150'	DRAWING NAME: 20160041

CLINTON-SAMPSON
 COUNTY AIRPORT

SOUTH CLINTON TWP. APRIL 27, 2016
 SAMPSON COUNTY, NC SCALE: 1" = 150'

GRAPHIC SCALE

- LEGEND
- R/W = RIGHT OF WAY
 - C/L = CENTERLINE
 - EIS = EXISTING IRON STAKE
 - ECM = EXISTING CONCRETE MONUMENT
 - EIA = EXISTING IRON AXLE
 - NIS = NEW IRON STAKE
 - NMN = NEW MAG NAIL
 - o = NO POINT SET
 - CMP = CORRUGATED METAL PIPE
 - (TL) = TIE LINE
 - (CC) = CONTROL CORNER
 - N/F = NOW OR FORMERLY
 - NCGSM = NC GEODETIC SURVEY MONUMENT
 - = NOT TO SCALE
 - - - = ADJOINING PROPERTY LINE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 02/24/21

FIRM: SEPI INC

SUB: _____ JOB ID NO.: _____

PROJECT: CTZ Control Tie COUNTY: Sampson TIP NO.: _____

LENGTH: _____ FT LS NO.: _____
 L-LINE: _____ FT RAMPS: _____ FT
 Y-LINE(S): _____ FT RAILROADS: _____ FT

PROJECT DESCRIPTION: Tie Boundary corners to airport control monumentation

KS & PARAMETERS	MANHOURS BY CLASSIFICATION						TOTAL
	PEM	PSS	ASC	SCL	SCT	SCM	
1. Property Owner Research (GIS, DB/PB compilation) No. of Properties: 2			1				1
2. Property Owner Contact (PropCon Database, POC.mdb) No. of Properties:							
3. Photogrammetric Control (Set/Tie Photo Points) No. of Points:							
4. Project Control - Horz. & Vert. (GNSS/Static/VRS, etc.) No. of Azimuth Points: 5				2.5	0.5	2.5	5.5
5. Baseline (Set/Traverse/Elevate) Approx. Length:							
6. Benchmarks (Set/Tie/Elevate) No. of BMs:							
7. Compute Best-Fit Alignments (EL/EY alignments) Approx. Length:							
8. Loc. of Pavement DTMs Approx. Length:							
9. Loc. of Rail DTMs Approx. Length:							
10. Loc. of Earth DTMs (Including obscured areas) No. of Acres:							
11. Hydrographic - Conventional (Water Features) No. of Acres:							
12. Hydrographic - Sonar Surveys (Sonar) No. of Acres:							
13. Property Recon & Ties (Field) No. of Properties: 2				6.5		6.5	13
14. Property Analysis and Computations (Office) No. of Properties:							
15. Property Line Ties to Design Alignment (Office) No. of Properties: 2					2		2
16. Classify Features (Aerial Photos/Shell Maps) No. of Maps:							
17. Loc. of Planimetric Features (Field) Approx. Length:							

TASKS	PSS	ASC	SCL	SCT	SCM	TOTAL
18. Pole Data No. of Poles:						
19. Loc. of Non-Gravity U/G Utilities (LOS-C 811) Approx. Length:						
20. Loc. Of U/G Storm Utilities Number of Structures:						
21. Loc. Of Gravity Sanitary Sewer Utilities Number of Structures:						
22. R/W & Easements (Staking/Flagging) No. of R/W Points: No. of Easement Points:						
23. Miscellaneous Staking No. of Points:						
24. 2D Mapping (Produce/Merge FS File) Approx. Length:				4.5		4.5
25. 3D Mapping (Produce/Merge DTMs) No. of Acres:						
26. Terrestrial LiDAR Surveys (Scanning) No of Acres:						
27. Process Scanning Data No of Acres:						
28. Ground Truthing (Scan & Control Data) No. of Points						
29. Photogrammetry Check Points No. of Points						
30. Project Review Checklist (Office) Proj. Type (B/R/U/W) Approx Length:		1				1
31. Project Review Checklist (Field) Proj. Type (B/R/U/W Approx Length:						
32. Prepare Preliminary Condemnation Map No. of Tables						
33. Miscellaneous (1) Call 811						
34. Miscellaneous (2) Add SUE Loc						
35. Travel 0.25 Hr R.T. From: SEPI Office			3		3	6
36. Project Mgmt. & Supervision						
37. Traffic Control & Safety						
TOTAL MANHOURS:		1	1	12	7	33

Classification	Hours	Rate	Cost
Project Engineer Manager		\$59.61	
Project Survey Supervisor	1	\$49.87	\$49.87
Advanced Survey Coordinator	1	\$33.78	\$33.78
Survey Crew Leader	12	\$27.26	\$327.12
Survey Crew Technician	7	\$31.79	\$222.53
Survey Crew Member	12	\$22.28	\$267.36

**TOTAL
MANHOURS**
33

**TOTAL DIRECT
SALARY COSTS**
\$900.66

INDIRECT SALARY COSTS

Total Dir. Salary Costs	\$900.66		
Overhead (%)	155.95	\$1,404.58	
Fee (%)	9	\$207.47	
Cost of Capt. (%)	0.9900	\$8.92	
Total Indirect Salary Costs:		\$1,620.97	

**TOTAL DIR. and
INDIR. SALARY COSTS**
\$2,521.63

DIRECT COSTS

Carry-all \$/Mi \$0.580 148 Miles= \$85.84

Sedan \$/ Mi \$0.560 Miles=

Misc. Survey Supplies= \$10.00 Pins & Stakes

TOTAL DIRECT COSTS
\$95.84

PER DIEM EXPENSES

(Meals: \$38.30 Max., Lodging: \$71.20+ taxes; \$80.00 for lump sum jobs)

\$ / Day \$118.30 x _____ Persons x _____ Days = **TOTAL PER DIEM**

PROJECT ESTIMATE TOTAL: \$2,617.47

Cost per Mi: _____
Manhours per Mi: _____

ESTIMATE BY: Michael L. Tackett, PLS _____

STATE OF NORTH CAROLINA
SAMPSON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract (“Contract”) made and entered on the 1st day of July, 2021, by and between Sampson County, a political subdivision of the State of North Carolina, hereafter referred to as “County”, and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, NC 28326, hereafter referred to as “Contractor.”

WITNESSETH:

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

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

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Scrap Tire Volume Generated

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

2) Recycling and Disposal Services

Contractor Responsibilities

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

County Responsibilities

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein. County shall be responsible for contacting Contractor that trailer(s) needs to be removed.

STATE OF NORTH CAROLINA
SAMPSON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

3) Term

This Contract shall be in full force and effect for a period of three (3) years from the first day of July 2021 until June 30, 2024, unless terminated earlier per Section 7. Thereafter, the Contract may be extended for up to two (2) successive one (1) year terms upon mutual agreement of the parties.

4) Time of Performance

Contractor shall remove each loaded trailer and replace with an empty trailer within forty-eight (48) hours of contact by the County. The notice period shall not include weekends and nationally recognized holidays. Central Carolina Holdings reserves the right to reject or apply a special handling surcharge of thirty percent (30%) for any and all tires that have been burned, buried, or shredded prior to transfer to their facility.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin. In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor, and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

6) Collection and Disposal Fees

The County shall pay Contractor for the work described in Section 2, including processing and transportation of all tires based on the following schedule:

- \$80.00 per ton disposal/processing fee
- Off-road tires (OTR's), which are any tires that are used for off-road purposes, including, but not limited to: golf cart tires, ATV and motorcycle tires, farm tractor tires, construction equipment tires, etc., will be assessed an additional \$0.21 per pound disposal fee. Super Single truck tires will be assessed an additional \$0.05 per pound.
- For loads transported by the Contractor, a per trip freight charge of \$300.00 plus fuel sur-charge, based on 120 miles and using the chart on the next page, will be charged.
- A eight (8) ton minimum disposal/processing charge applies to all loads transported by Contractor.
- A \$15 per load environmental fee will be assessed for every load transported by Contractor.
- Contractor reserves the right to reject or to apply a special handling surcharge fee of thirty percent (30%) for any and all tires that have been burned, buried, or shredded prior to transfer to its facility.

STATE OF NORTH CAROLINA
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The contract shall provide for annual adjustment on July 1 for cost of business inflationary increase, the first one being July 1, 2022. The County will be notified in March of any increase that will be implemented, if needed, beginning July 1 of the same year. The Consumer Price Index for the region of the South United States will be used to determine the inflationary increase calculated from March to February and can be accessed by internet at <https://data.bls.gov/cgi-bin/surveymost?cu>

Fuel Surcharge

Fuel has become very unpredictable and unusually expensive. The average price for fuel is verified weekly from the U.S. Energy Information Administration and can be accessed by internet at <http://www.eia.gov/petroleum/gasdiesel/> or by phone at 202-586-6966. The price adjustments per mile are listed below:

We use \$2.00 as our price point

Price per Gallon	Price Adjustment per mile
\$0.00 - \$1.99	\$0.00
\$2.00 - \$2.24	\$0.20
\$2.25 - \$2.49	\$0.25
\$2.50 - \$2.74	\$0.30
\$2.75 - \$2.99	\$0.35
\$3.00 - \$3.24	\$0.40
\$3.25 - \$3.49	\$0.45
\$3.50 - \$3.74	\$0.50
\$3.75 - \$3.99	\$0.55
\$4.00 - \$4.24	\$0.60
\$4.25 - \$4.49	\$0.65
\$4.50 - \$4.74	\$0.70
\$4.75 - \$4.99	\$0.75
\$5.00 - \$5.24	\$0.80

Chart Continues Accordingly

7) Termination

STATE OF NORTH CAROLINA
SAMPSON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

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

- a) **Default:** If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.
- b) **Mutual Agreement:** This Contract may be terminated by mutual agreement of the parties hereto at any time.
- c) **For Convenience:** Either party may terminate this Contract for any or no reason by giving the other party ninety (90) days written notice of its intent to terminate.
- d) **Non-Appropriation:** Notwithstanding any provision of this Contract to the contrary, all financial obligations of the County hereunder are dependent upon, and subject to, the continuing appropriation of funds by the Sampson County Board of Commissioners for such purpose. This Contract shall automatically terminate in the event that such funds cease to be appropriated or available for any reason, provided that the County shall pay the Contractor for any services rendered pursuant to this Contract prior to termination due to non-appropriation.
- e) The County may terminate this contract at any time if the Contractor is found to be in violation of Federal, State or Local waste management laws or allows their permits to lapse or should the Contractor's service put the County in violation of said laws.
- f) Upon termination of this Contract, the parties shall be entitled to any pursue any rights or remedies that they may have at law or in equity, and termination of the Contract shall not preclude either party from pursuing a claim for damages, provided, however, that the Contractor shall not be entitled to pursue a claim for loss of profits.
- g) Any provision of this Contract that requires or reasonably contemplates the performance or existence of obligations by a party after expiration or termination of this Contract shall survive such expiration or termination, regardless of the reason for the expiration or termination.

8) Force Majeure

Suspension of Performance: The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.

- a) **Definition:** For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy; acts of government or Governmental authority in its sovereign or contractual capacity; wars, riots, fires floods, explosions, epidemics, boycotts, blackouts, strikes, labor disputes, equipment breakdowns; and any transportation problem directly affecting or inhibiting pickups.

STATE OF NORTH CAROLINA
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- b) Notice: In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume. In the event of excessive fuel prices for over the road diesel, Contractor and County will negotiate satisfactory terms for both parties involved.
- c) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

9) Representations

- 1. The Contractor represents warrants and covenants to County that:
 - a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
 - b) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
 - c) Contractor has valid rights of control with respect to its plant size.
 - d) Contractor shall comply with all environmental and other applicable governmental statutes, rules, regulations, permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby agrees to indemnify and hold harmless the County against any remedial, punitive or other action resulting from or associated with Contractor's failure to do so.
- 2. County represents, warrants and covenants to Contractor that the execution, delivery, and performance of this Contract by County have all been duly and validly authorized by all government action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) Insurance

Contractor does hereby warrant that it has general liability insurance coverage (which covers all its operations including, but not limited to, motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this

STATE OF NORTH CAROLINA
SAMPSON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

11) Hold Harmless

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

12) Disputes

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

13) Independent Contractor

The parties agree that Contractor is an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its obligations under this Contract. Accordingly, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime and other expenses and agrees to indemnify, save and hold the County, its officers, agents, and employees harmless from and against any and all losses, costs (including attorney's fees), and damages of any kind related to such matters.

14) Health and Safety

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

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15) Equipment

The Contractor shall be responsible for furnishing, at its sole expense, all equipment, tools, materials, and supplies necessary to provide the contracted services, unless otherwise agreed in writing.

16) E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-Verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

17) Audit and Record Retention Requirements

The County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of any services completed pursuant to this Contract. Audits shall take place at times and locations mutually agreed upon by the parties; however, the Contractor must make the materials to be audited available within one (1) week of the County's request for them. Contractor shall retain all records pertaining to this Contract and make them available to the County for a period of seven (7) years following receipt of final payment hereunder.

18) Good Standing

Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed by it to the County. Contractor covenants and agrees to remain current on any taxes, fees, or other debt owed by it to the County during the term of this Contract.

19) Miscellaneous

- a) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.
- b) This Contract may be changed only by agreement in writing and signed by both parties hereto.
- c) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.
- d) This Contract may be executed simultaneously in two counterparts, each of which shall be deemed an original.
- e) This Contract shall be governed by the laws of the State of North Carolina.
- f) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part thereof.
- g) In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

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SAMPSON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

- h) All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail return receipt requested to the principal at the address designated below. All notices shall be effective upon receipt.
- i) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any other matter.
- j) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

Notice

Contractor

Central Carolina Holdings LLC
Attn: Gene Helton
1616 McKoy Town Road
Cameron, NC 28326

County

Sampson County Administration
Attn: Edwin W. Causey, County Manager
406 County Complex Road, Bldg C
Clinton, NC 28328

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

COUNTY OF SAMPSON

BY: _____

ATTEST:

CENTRAL CAROLINA HOLDINGS, LLC

ATTEST:

BY: _____

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

By: _____



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: April 22, 2021

SUBJECT: Surplus Radios and Authorize Sale

The County recently purchased replacement radios for the Sheriff's Department because the current radios would become obsolete in less than 5 years. The Sheriff's Department has requested that we surplus the old radios. A list of the radios is attached.

The Department has also requested that we sell those radios to Sunny Communications in Colorado. The Company will purchase the radios for \$25 each and pay to ship them. If we keep them to sell at an auction, we would have to pay to have them wiped at an estimated cost of \$10,000 with no expectation of how much we could get for them.

We respectfully recommend that the Board surplus the radios and authorized their sale to Sunny Communications at a price of \$25 per radio. The total to be received by the County for the radios listed would be \$6,425.

Sampson County
Property Disposal/Transfer Form

Memo:

To: Finance Officer
 From: Marcus Smith
 Date: March 29, 2021
 RE: Request to Surplus/Transfer Equipment/Property

1. It is requested you **SURPLUS** the following property:

Description of Equipment Property	# of Units	ID # (s)
See attached list		



Signature of Department Head

2. It is requested you **TRANSFER** the following property:

Description of Equipment Property	Transfer to	ID # (s)

Signature of Department Head

3. Recommended for approval/disapproval on above on ____/____/____



Signature of Finance Officer

4. Maintenance acknowledges receipt of property disposal form and has taken subsequent action on the following:

Description of Equipment Property	# of Units	ID # (s)

Signature Maintenance Dept.

Date: ____/____/____

From: [Marcus Smith](#)
To: [David Clack](#)
Subject: Surplus Radios
Date: Monday, March 29, 2021 11:25:00 AM
Attachments: [Marcus Smith.vcf](#)
[DX Radio List.xlsx](#)
[Property Disposal and Transfer-Radios.doc](#)

David,

As discussed, we are proposing that our old radio's be surplus to Sunny Communications in Colorado. This company specializes in receiving old communications equipment and was referred to us by Motorola. If we were to surplus the radios in the public market, the County would have to contract a vendor to wipe the radios of all programming at an estimated cost of \$10,000. Sunny Communications has agreed to purchase the radios at \$25 per radio and wipe all programming prior to repurposing them. They have also agreed to schedule a freight pick-up of all equipment at no cost to the County. I have attached to this email a list of radios to be declared surplus if approved.



DX Radio List

#	MODEL	MODEL NUMBER	SERIAL NUMBER	ASSIGNED TO
1	XTL2500	M21URM9PW1AN	514CMT1476	SHERIFF
2	XTL2500	M21URM9PW1AN	514CMT1478	SHERIFF
3	XTL2500	M21URM9PW1AN	514CMT1479	SHERIFF
4	XTL2500	M21URM9PW1AN	514CMT1480	SHERIFF
5	XTL2500	M21URM9PW1AN	514CMT1481	SHERIFF
6	XTL2500	M21URM9PW1AN	514CMT1482	SHERIFF
7	XTL2500	M21URM9PW1AN	514CMT1483	SHERIFF
8	XTL2500	M21URM9PW1AN	514CMT1484	SHERIFF
9	XTL2500	M21URM9PW1AN	514CMT1485	SHERIFF
10	XTL2500	M21URM9PW1AN	514CMT1486	SHERIFF
11	XTL2500	M21URM9PW1AN	514CMT1487	SHERIFF
12	XTL2500	M21URM9PW1AN	514CMT1488	SHERIFF
13	XTL2500	M21URM9PW1AN	514CMT1489	SHERIFF
14	XTL2500	M21URM9PW1AN	514CMT1490	SHERIFF
15	XTL2500	M21URM9PW1AN	514CMT1491	SHERIFF
16	XTL2500	M21URM9PW1AN	514CMT1492	SHERIFF
17	XTL2500	M21URM9PW1AN	514CMT1493	SHERIFF
18	XTL2500	M21URM9PW1AN	514CMT1494	SHERIFF
19	XTL2500	M21URM9PW1AN	514CMT1495	SHERIFF
20	XTL2500	M21URM9PW1AN	514CMT1496	SHERIFF
21	XTL2500	M21URM9PW1AN	514CMT1497	SHERIFF
22	XTL2500	M21URM9PW1AN	514CMT1498	SHERIFF
23	XTL2500	M21URM9PW1AN	514CMT1499	SHERIFF
24	XTL2500	M21URM9PW1AN	514CMT1500	SHERIFF
25	XTL2500	M21URM9PW1AN	514CMT1501	SHERIFF
26	XTL2500	M21URM9PW1AN	514CMT1502	SHERIFF
27	XTL2500	M21URM9PW1AN	514CMT1503	SHERIFF
28	XTL2500	M21URM9PW1AN	514CMT1505	SHERIFF
29	XTL2500	M21URM9PW1AN	514CMT1506	SHERIFF
30	XTL2500	M21URM9PW1AN	514CMT1507	SHERIFF
31	XTL2500	M21URM9PW1AN	514CMT1508	SHERIFF
32	XTL2500	M21URM9PW1AN	514CMT1509	SHERIFF
33	XTL2500	M21URM9PW1AN	514CMT1510	SHERIFF
34	XTL2500	M21URM9PW1AN	514CMT1511	SHERIFF
35	XTL2500	M21URM9PW1AN	514CMT1512	SHERIFF
36	XTL2500	M21URM9PW1AN	514CMT1513	SHERIFF
37	XTL2500	M21URM9PW1AN	514CMT1514	SHERIFF
38	XTL2500	M21URM9PW1AN	514CMT1515	SHERIFF
39	XTL2500	M21URM9PW1AN	514CMT1516	SHERIFF
40	XTL2500	M21URM9PW1AN	514CMT1517	SHERIFF
41	XTL2500	M21URM9PW1AN	514CMT1518	SHERIFF
42	XTL2500	M21URM9PW1AN	514CMT1520	SHERIFF
43	XTL2500	M21URM9PW1AN	514CMT1521	SHERIFF
44	XTL2500	M21URM9PW1AN	514CMT1522	SHERIFF
45	XTL2500	M21URM9PW1AN	514CMT1523	SHERIFF
46	XTL2500	M21URM9PW1AN	514CMT1524	SHERIFF

DX Radio List

#	MODEL	MODEL NUMBER	SERIAL NUMBER	ASSIGNED TO
47	XTL2500	M21URM9PW1AN	514CMT1525	SHERIFF
48	XTL2500	M21URM9PW1AN	514CMT1526	SHERIFF
49	XTL2500	M21URM9PW1AN	514CMT1527	SHERIFF
50	XTL2500	M21URM9PW1AN	514CMT1528	SHERIFF
51	XTL2500	M21URM9PW1AN	514CMT1529	SHERIFF
52	XTL2500	M21URM9PW1AN	514CMT1530	SHERIFF
53	XTL2500	M21URM9PW1AN	514CMT1531	SHERIFF
54	XTL2500	M21URM9PW1AN	514CMT1532	SHERIFF
55	XTL2500	M21URM9PW1AN	514CMT1533	SHERIFF
56	XTL2500	M21URM9PW1AN	514CMT1534	SHERIFF
57	XTL2500	M21URM9PW1AN	514CMT1535	SHERIFF
58	XTL2500	M21URM9PW1AN	514CMT1536	SHERIFF
59	XTL2500	M21URM9PW1AN	514CMT1537	SHERIFF
60	XTL2500	M21URM9PW1AN	514CMT1538	SHERIFF
61	XTL2500	M21URM9PW1AN	514CMT1539	SHERIFF
62	XTL2500	M21URM9PW1AN	514CMT1540	SHERIFF
63	XTL2500	M21URM9PW1AN	514CMT1541	SHERIFF
64	XTL2500	M21URM9PW1AN	514CMT1542	SHERIFF
65	XTL2500	M21URM9PW1AN	514CMT1543	SHERIFF
66	XTL2500	M21URM9PW1AN	514CMT1544	SHERIFF
67	XTL2500	M21URM9PW1AN	514CMT1545	SHERIFF
68	XTL2500	M21URM9PW1AN	514CMT1546	SHERIFF
69	XTL2500	M21URM9PW1AN	514CMT1547	SHERIFF
70	XTL2500	M21URM9PW1AN	514CMT1548	SHERIFF
71	XTL2500	M21URM9PW1AN	514CMT1549	SHERIFF
72	XTL2500	M21URM9PW1AN	514CMT1550	SHERIFF
73	XTL2500	M21URM9PW1AN	514CMT1552	SHERIFF
74	XTL2500	M21URM9PW1AN	514CND1422	SHERIFF
75	XTL2500	M21URM9PW1AN	514CND1424	SHERIFF
76	XTL2500	M21URM9PW1AN	514CND1425	SHERIFF
86	XTL2500	M21URM9PW1AN	514CND1426	SHERIFF
87	XTL2500	M21URM9PW1AN	514CND1427	SHERIFF
88	XTL2500	M21URM9PW1AN	514CND1428	SHERIFF
89	XTL-2500	M21URM9PW1AN	514CFT0441	SHERIFF
90	XTL-2500	M21URM9PW1AN	624CMK0001	SHERIFF
91	XTL-2500	M21URM9PW1AN	624CND0013	SHERIFF
92	XTL-2500	M21URM9PW1AN	624CKZ0958	SHERIFF
93	XTL-2500	M21URM9PW2AN	624CKZ0960	SHERIFF
94	XTL-2500	M21URM9PW1AN	624CND0011	SHERIFF
95	XTL-5000	M20URS9PW1AN	500CMZ1685	SHERIFF
96	XTL-5000	M20URS9PW1AN	500CMZ1700	SHERIFF
97	XTL-5000	M20URS9PW1AN	500CMZ1701	SHERIFF
98	XTL-5000	M20URS9PW1AN	500CMZ1686	SHERIFF
99	XTL-5000	M20URS9PW1AN	500CMK0020	SHERIFF
100	XTL-5000	M20URS9PW1AN	500CJR1648	SHERIFF
101	XTL-5000	M20URS9PW1AN	500CJR1651	SHERIFF

DX Radio List

#	MODEL	MODEL NUMBER	SERIAL NUMBER	ASSIGNED TO
102	XTL-5000	M20URS9PW1AN	500CJR1654	SHERIFF
103	XTL-5000	M20URS9PW1AN	500CJR1658	SHERIFF
104	XTL-5000	M20URS9PW1AN	500CJT0041	SHERIFF
105	XTL-5000	M20URS9PW1AN	500CJT0042	SHERIFF
106	XTL-5000	M20URS9PW1AN	500CJT0043	SHERIFF
107	XTL-5000	M20URS9PW1AN	500CJT0044	SHERIFF
108	XTL-5000	M20URS9PW1AN	500CJT0045	SHERIFF
109	XTL-5000	M20URS9PW1AN	500CJM0163	SHERIFF
110	XTL-5000	M20URS9PW1AN	500CHP0306	SHERIFF
111	XTL-5000	M20URS9PW1AN	500CHT0287	SHERIFF
112	XTL-5000	M20URS9PW1AN	500CHZ1719	SHERIFF
113	XTL-2500	M21URM9PW1AN	514CMP0824	SHERIFF
114	XTL-2500	M21URM9PW1AN	624CJD1185	SHERIFF

1	XTS2500	H46UCF9PW6AN	205CGB0545	SHERIFF
2	XTS2500	H46UCF9PW6AN	205CGB0546	SHERIFF
3	XTS2500	H46UCF9PW6AN	205CGB0547	SHERIFF
4	XTS2500	H46UCF9PW6AN	205CGB0548	SHERIFF
5	XTS2500	H46UCF9PW6AN	205CGB0549	SHERIFF
7	XTS2500	H46UCF9PW6AN	205CGB0551	SHERIFF
8	XTS2500	H46UCF9PW6AN	205CGB0552	SHERIFF
9	XTS2500	H46UCF9PW6AN	205CGB0553	SHERIFF
10	XTS2500	H46UCF9PW6AN	205CGB0554	SHERIFF
11	XTS2500	H46UCF9PW6AN	205CGB0564	SHERIFF
12	XTS2500	H46UCF9PW6AN	205CGB0565	SHERIFF
13	XTS2500	H46UCF9PW6AN	205CGB0566	SHERIFF
14	XTS2500	H46UCF9PW6AN	205CGB0567	SHERIFF
15	XTS2500	H46UCF9PW6AN	205CGB0568	SHERIFF
16	XTS2500	H46UCF9PW6AN	205CGB0570	SHERIFF
17	XTS2500	H46UCF9PW6AN	205CGB0571	SHERIFF
19	XTS2500	H46UCF9PW6AN	205CGB0573	SHERIFF
20	XTS2500	H46UCF9PW6AN	205CGB0843	SHERIFF
21	XTS2500	H46UCF9PW6AN	205CGB0844	SHERIFF
22	XTS2500	H46UCF9PW6AN	205CGB0845	SHERIFF
23	XTS2500	H46UCF9PW6AN	205CGB0846	SHERIFF
24	XTS2500	H46UCF9PW6AN	205CGB0847	SHERIFF
26	XTS2500	H46UCF9PW6AN	205CGB0849	SHERIFF
27	XTS2500	H46UCF9PW6AN	205CGB0850	SHERIFF
28	XTS2500	H46UCF9PW6AN	205CGB0851	SHERIFF
29	XTS2500	H46UCF9PW6AN	205CGB0855	SHERIFF
30	XTS2500	H46UCF9PW6AN	205CGB0860	SHERIFF
31	XTS2500	H46UCF9PW6AN	205CGB0862	SHERIFF
32	XTS2500	H46UCF9PW6AN	205CGB0864	SHERIFF
33	XTS2500	H46UCF9PW6AN	205CGB0865	SHERIFF
34	XTS2500	H46UCF9PW6AN	205CGB0866	SHERIFF
36	XTS2500	H46UCF9PW6AN	205CGB0867	SHERIFF

DX Radio List

#	MODEL	MODEL NUMBER	SERIAL NUMBER	ASSIGNED TO
37	XTS2500	H46UCF9PW6AN	205CGB0868	SHERIFF
38	XTS2500	H46UCF9PW6AN	205CGB0869	SHERIFF
40	XTS2500	H46UCF9PW6AN	205CGB0882	SHERIFF
41	XTS2500	H46UCF9PW6BN	205CGB0883	SHERIFF
42	XTS2500	H46UCF9PW6AN	205CGB0884	SHERIFF
44	XTS2500	H46UCF9PW6AN	205CGB0886	SHERIFF
45	XTS2500	H46UCF9PW6AN	205CGB0887	SHERIFF
46	XTS2500	H46UCF9PW6AN	205CGB0888	SHERIFF
47	XTS2500	H46UCF9PW6AN	205CGB0889	SHERIFF
48	XTS2500	H46UCF9PW6AN	205CGB0890	SHERIFF
49	XTS2500	H46UCF9PW6AN	205CGB0891	SHERIFF
50	XTS2500	H46UCF9PW6AN	205CGB0904	SHERIFF
51	XTS2500	H46UCF9PW6AN	205CGB0905	SHERIFF
52	XTS2500	H46UCF9PW6AN	205CGB0906	SHERIFF
53	XTS2500	H46UCF9PW6AN	205CGB0907	SHERIFF
54	XTS2500	H46UCF9PW6AN	205CGB0909	SHERIFF
55	XTS2500	H46UCF9PW6AN	205CGB0910	SHERIFF
56	XTS2500	H46UCF9PW6AN	205CGB0911	SHERIFF
57	XTS2500	H46UCF9PW6AN	205CGB0912	SHERIFF
58	XTS2500	H46UCF9PW6AN	205CGB0913	SHERIFF
59	XTS2500	H46UCF9PW6AN	205CGB0914	SHERIFF
60	XTS2500	H46UCF9PW6BN	205CGB0915	SHERIFF
61	XTS2500	H46UCF9PW6AN	205CGB0917	SHERIFF
62	XTS2500	H46UCF9PW6BN	205CHF7558	SHERIFF
63	XTS2500	H46UCF9PW6BN	205CGB7559	SHERIFF
64	XTS2500	H46UCF9PW6BN	205CGV1527	SHERIFF
65	XTS2500	H46UCF9PW6BN	205CGV1528	SHERIFF
66	XTS2500	H46UCF9PW6AN	205CGV1529	SHERIFF
67	XTS2500	H46UCF9PW6BN	205CHF7542	SHERIFF
68	XTS2500	H46UCF9PW6AN	205CHF7553	SHERIFF
69	XTS2500	H46UCF9PW6AN	205CHF7554	SHERIFF
70	XTS2500	H46UCF9PW6AN	205CHF7555	SHERIFF
71	XTS2500	H46UCF9PW6AN	205CHF7556	SHERIFF
72	XTS2500	H46UCF9PW6BN	205CHF7557	SHERIFF
73	XTS2500	H46UCF9PW6BN	205CHF7560	SHERIFF
74	XTS2500	H46UCF9PW6BN	205CHF7561	SHERIFF
75	XTS2500	H46UCF9PW6BN	205CHF7565	SHERIFF
76	XTS2500	H46UCF9PW6BN	205CHF7566	SHERIFF
77	XTS2500	H46UCF9PW6BN	205CHF7567	SHERIFF
78	XTS2500	H46UCF9PW6BN	205CJR3002	SHERIFF
79	XTS2500	H46UCF9PW6BN	205CJR3004	SHERIFF
81	XTS2500	H46UCF9PW6BN	205CND1770	SHERIFF
82	XTS2500	H46UCF9PW6BN	205CND1771	SHERIFF
84	XTS2500	H46UCF9PW6BN	205CND1773	SHERIFF
85	XTS2500	H46UCF9PW6BN	205CND2278	SHERIFF
86	XTS2500	H46UCF9PW6BN	205CND2279	SHERIFF

DX Radio List

#	MODEL	MODEL NUMBER	SERIAL NUMBER	ASSIGNED TO
87	XTS2500	H46UCF9PW6BN	205CND2280	SHERIFF
88	XTS2500	H46UCF9PW6BN	205CND2281	SHERIFF
89	XTS2500	H46UCF9PW6BN	205CND2282	SHERIFF
90	XTS2500	H46UCF9PW6BN	205CND2283	SHERIFF
91	XTS2500	H46UCF9PW6BN	205CND2284	SHERIFF
93	XTS2500	H46UCF9PW6BN	205CND2286	SHERIFF
94	XTS2500	H46UCF9PW6BN	205CND2287	SHERIFF
96	XTS2500	H46UCF9PW6BN	205CND2289	SHERIFF
97	XTS2500	H46UCF9PW6BN	205CND2290	SHERIFF
98	XTS2500	H46UCF9PW6BN	205CND2291	SHERIFF
100	XTS2500	H46UCF9PW6BN	205CMZ3131	SHERIFF
101	XTS2500	H46UCF9PW6BN	205CMZ3129	SHERIFF
102	XTS2500	H46UCF9PW6BN	205CMZ3130	SHERIFF
103	XTS2500	H46UCF9PW6BN	205CMZ3132	SHERIFF
104	XTS2500	H46UCF9PW6BN	205CMZ3133	SHERIFF
105	XTS2500	H46UCF9PW6BN	205CMZ3128	SHERIFF
106	XTS2500	H46UCH9PW2BN	270CLZ0003	SHERIFF
107	XTS2500	H46UCH9PW2BN	270CHZ3245	SHERIFF
108	XTS2500	H46UCF9PW6BN	205CNH1188	SHERIFF
109	XTS2500	H46UCF9PW6AN	205CGB0863	SHERIFF
110	XTS2500	H46UCF9PW6BN	205CJF5547	SHERIFF
111	XTS2500	H46UCF9PW6BN	205CJF5541	SHERIFF
112	XTS2500	H46UCF9PW6BN	205CHF3585	SHERIFF

1	XTS2500	H46UCF9PW6AN	205CDC0307	SHERIFF
2	XTS2500	H46UCF9PW6AN	205CDC0308	SHERIFF
3	XTS2500	H46UCF9PW6AN	205CDC0310	SHERIFF
4	XTS2500	H46UCF9PW6AN	205CDC0311	SHERIFF
5	XTS2500	H46UCF9PW6AN	205CDC0312	SHERIFF
6	XTS2500	H46UCF9PW6AN	205CDC0313	SHERIFF
7	XTS2500	H46UCF9PW6AN	205CEE0223	SHERIFF
8	XTS2500	H46UCF9PW6AN	205CEL1790	SHERIFF
9	XTS2500	H46UCF9PW6AN	205CEL1801	SHERIFF
10	XTS2500	H46UCF9PW6AN	205CEL1802	SHERIFF
11	XTS2500	H46UCF9PW6AN	205CEL1804	SHERIFF
12	XTS2500	H46UCF9PW6AN	205CEN0935	SHERIFF
13	XTS2500	H46UCF9PW6AN	205CEN0945	SHERIFF
14	XTS2500	H46UCF9PW6AN	205CEN0948	SHERIFF
15	XTS2500	H46UCF9PW6AN	205CEN0950	SHERIFF
16	XTS2500	H46UCF9PW6AN	205CEN0952	SHERIFF
17	XTS2500	H46UCF9PW6AN	205CEN0957	SHERIFF
18	XTS2500	H46UCF9PW6AN	205CEN0964	SHERIFF
19	XTS2500	H46UCF9PW6AN	205CEN0967	SHERIFF
20	XTS2500	H46UCF9PW6AN	205CGD2101	SHERIFF
21	XTS2500	H46UCF9PW6AN	205CGD2102	SHERIFF
22	XTS2500	H46UCF9PW6AN	205CGD2103	SHERIFF

DX Radio List

#	MODEL	MODEL NUMBER	SERIAL NUMBER	ASSIGNED TO
23	XTS2500	H46UCF9PW6AN	205CGM4103	SHERIFF
24	XTS2500	H46UCF9PW6AN	205CGM4104	SHERIFF
25	XTS2500	H46UCF9PW6AN	205CGR0467	SHERIFF
26	XTS2500	H46UCF9PW6AN	205CKK2093	SHERIFF
27	XTS2500	H46UCH9PW7AN	205CDC0326	SHERIFF
28	XTS2500	H46UCH9PW7AN	205CEC0949	SHERIFF
29	XTS2500	H46UCH9PW7AN	205CEN0883	SHERIFF
30	XTS2500	H46UCH9PW7AN	205CEN0885	SHERIFF
31	XTS2500	H46UCH9PW7AN	205CEN0887	SHERIFF
32	XTS2500	H46UCH9PW7AN	205CEN0897	SHERIFF
33	XTS2500	H46UCH9PW7AN	205CEN0899	SHERIFF
34	XTS2500	H46UCH9PW7AN	205CEN0900	SHERIFF
35	XTS2500	H46UCH9PW7AN	205CEN0905	SHERIFF
36	XTS2500	H46UCH9PW7AN	205CEN0907	SHERIFF
37	XTS2500	H46UCH9PW7AN	205CEN0908	SHERIFF
38	XTS2500	H46UCH9PW7AN	205CEN0913	SHERIFF
39	XTS2500	H46UCH9PW7AN	205CEN0953	SHERIFF
40	XTS2500	H46UCH9PW7AN	205CFV2171	SHERIFF
41	XTS2500	H46UCH9PW7AN	205CEN0894	SHERIFF
42	XTS2500	H46UCH9PW7AN	205CFX0277	SHERIFF
43	XTS2500	H46UCH9PW7AN	205CFX0285	SHERIFF
44	XTS2500	H46UCH9PW7BN	205CGV0500	SHERIFF
45	XTS2500	H46UCH9PW7BN	205CHR5193	SHERIFF
46	XTL5000	M20URS9PW1AN	500CEY6251	SHERIFF
47	XTS2500	H46UCF9PW6AN	205CCU1053	SHERIFF
48	XTS2500	H46UCF9PW6AN	205CCU1037	SHERIFF
49	XTS2500	H46UCF9PW6AN	205CCU1038	SHERIFF
50	XTS2500	H46UCF9PW6AN	205CCU1046	SHERIFF
51	XTS2500	H46UCF9PW6AN	205CDL0417	SHERIFF

Home and Community Care Block Grant for Older Adults

Sampson County Department of Aging
 405 County Complex Road, STE 140
 Clinton, NC 28328

County Funding Plan

Provider Services Summary

DAAS-732

County:

SAMPSON

Budget Period:

July 2020 through June 2021

Revision #:

2 **Date:** 4/23/2021

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
Adult Day Health	X		\$ -	\$ 80,300	\$ -	\$ 80,300	\$ 8,922	\$ 89,222	\$ -	\$ 89,222	2,075	\$ 43.0045		5,140
Congregate Nutrition	X		\$ -	\$ -	\$ 45,178	\$ 45,178	\$ 5,020	\$ 50,198	\$ 2,789	\$ 52,987	11,155	\$ 4.5001		11,155
Home Delivered Meals	X		\$ -	\$ 102,841	\$ -	\$ 102,841	\$ 11,427	\$ 114,268	\$ 5,914	\$ 120,182	23,658	\$ 4.8301		23,658
Housing & Home Improvement	X		\$ -	\$ -	\$ 169,888	\$ 169,888	\$ 16,989	\$ 169,888	\$ -	\$ 169,888	-	\$ -		-
Information & Case Assistance	X		\$ 19,042	\$ -	\$ -	\$ 19,042	\$ 2,116	\$ 21,158	\$ -	\$ 21,158	-	\$ -		-
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 76,581	\$ -	\$ 76,581	\$ 8,509	\$ 85,090	\$ -	\$ 85,090	5,454	\$ 15.6014		5,454
Senior Center Operation	X		\$ -	\$ -	\$ 44,820	\$ 44,820	\$ 4,980	\$ 49,800	\$ -	\$ 49,800	-	\$ -		-
Transportation (General)	X		\$ 29,888	\$ -	\$ -	\$ 29,888	\$ 3,321	\$ 33,209	\$ -	\$ 33,209	2,562	\$ 12.9607		2,562
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ 48,930	\$ 259,722	\$ 259,886	\$ 568,538	\$ 61,284	\$ 612,833	\$ 8,703	\$ 621,536	44,904		-	47,969

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		\$ 3.00
Proj. Reimbursement Rate	\$33.07	\$ 43.00
Administrative %	0.00%	7.50%

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Authorized Signature, Title _____ Date _____
 Community Service Provider

Signature, County Finance Officer _____ Date _____ Signature, Chairman, Board of Commissioners _____ Date _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09553

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

YEAR	
<u>2020</u>	\$ <u>216.67</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>216.67</u>

These taxes were assessed through clerical error as follows.

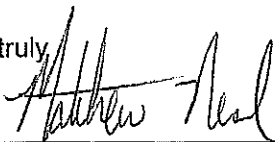
Bill # 0059481984
Plate # JBE6119
Plate Turn In - Sold
2017 Ram TR

602 County Tax	<u>167.06</u>
501 School Tax	<u>29.36</u>
FL9 Fire Tax	<u>20.25</u>
City Tax	_____
TOTAL \$	<u>216.67</u>

Mailing Address.

234 Timberwood Lane
Clinton NC 28328

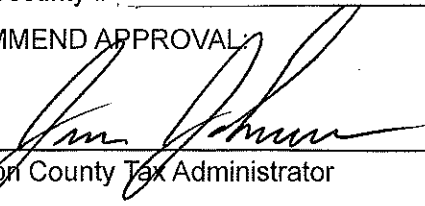
Yours very truly,



Taxpayer

Social Security # _____

RECOMMEND APPROVAL



Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09556

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

YEAR	
<u>2020</u>	\$ <u>345.34</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>345.34</u>

These taxes were assessed through clerical error as follows.

Bill # 0057723392
Plate # KE 7735
Plate Turn In- Sold
2019 Chev TR

60% County Tax	<u>311.38</u>
School Tax	_____
1.20 Fire Tax	<u>33.96</u>
City Tax	_____
TOTAL \$	<u>345.34</u>

Mailing Address.

537 Irvin Rd
Autryville, NC 28318

Yours very truly

Hannah Horne
Taxpayer

Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09555

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

YEAR	
<u>2020</u>	\$ <u>163.47</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>163.47</u>

These taxes were assessed through clerical error as follows.

Bill# 0045567899
Plate # FJV 5741
Plate Turn In - Total Loss
2018 TOYT MP

602 County Tax	<u>98.44</u>
501 School Tax	<u>17.30</u>
Fire Tax	_____
602 City Tax	<u>47.73</u>
TOTAL \$	<u>163.47</u>

Mailing Address.

X 210-A Finch Street
Clinton, N.C. 28328

Yours very truly

X Ann Parker Matthis
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09559

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 Dennis Whit Sutton & Betty Ivey Sutton in Piney Grove Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>115.61</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>115.61</u>

These taxes were assessed through clerical error as follows.

005064576420202020000000
PBE4932
Tag turned in
2016 Merz Sprinter 3500 TK

G02 County Tax 115.61
School Tax _____
Fire Tax _____
City Tax _____
TOTAL \$ 115.61

Yours very truly Betty Sutton
Dennis Sutton
* Taxpayer

Mailing Address.

* 580 Hollingsworth Rd.
* Mt. Olive, NC 28365

* Social Security # _____

RECOMMEND APPROVAL:

Board Approved _____
Date _____ Initials _____

Jim Johnson
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09569

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 James Harold Mullins Jr.
2020 in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>196.06</u>
TOTAL REFUND	\$ <u>196.06</u>

These taxes were assessed through clerical error as follows.

Bill # 0055361209
Plate # CK84783
Vehicle sold
Tag Surr.
2020 Free Camper/trailer

602 County Tax 176.78
School Tax _____
706 Fire Tax 19.28
City Tax _____
TOTAL \$ 196.06

Mailing Address.

Yours very truly

Elzalee Mullins
Taxpayer

47 Cott Lane
Dunn NC 28334

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09565

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 Prestage Farms Inc. in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2019</u>	\$ <u>100.71</u>
<u>2019</u>	\$ <u>13.70</u>
<u>2020</u>	\$ <u>55.98</u>
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>170.39</u>

Bill # 1-0036896748 These taxes were assessed through clerical error as follows.
Bill # 2 0036555650
Bill # 3 0006674728

Plate 1 - YJ5561
Plate 2 YK2255
Plate 3 YD3077

602 County Tax 151.97
School Tax _____
F23 Fire Tax 18.42
City Tax _____
TOTAL \$ 170.39

*All vehicles were sold.
1-2016 Ford
2-2017 Chevy
3-2007 truck

Yours very truly

X Prestage Farms Inc.

Taxpayer Jammy Johnson Corporate Controller

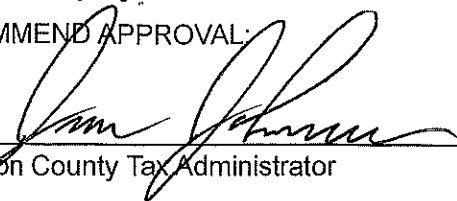
Mailing Address.

PO Box 438

Clinton, NC 28328

X Social Security # _____

RECOMMEND APPROVAL:



Sampson County Tax Administrator

Board Approved _____

Date

Initials

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

April 16, 2021

FROM: Dana Hall, Director of Aging

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 AGING Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-526200	HOME REPAIRS - DEPT. SUPPLIES	\$ 644.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408403	HOME REPAIRS - FAN PROJECT	\$ 644.00	

2. Reason(s) for the above request is/are as follows:
TO BUDGET GRANT FOR THE DUKE ENERGY OPERATION HEAT RELIEF FAN PROGRAM 2021



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/22, 2021



(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: ELECTIONS

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for 2020-2021

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141700-534300	Election Expense	13,348.00	
11141700-544000	Contracted Services	5,002.00	
11141700-512100	Salaries	763.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034170-402600	HAVA	19,113.00	


2. Reason(s) for the above request is/are as follows:
To budget funds from NCSBOE HAVA Funds

 4-19-21

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/22, 2021


(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: 4/16/2021
Date
FROM: SAMPSON COUNTY HEALTH DEPARTMENT
TO: Sampson County Board of Commissioners
VIA: County Manager & Finance Officer
SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the AA-543 Enhancing Detection-COVID Response Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551240-512100	SALARIES	104,000.00	
12551240-518100	FICA	6,448.00	
12551240-518120	MEDICARE FICA	1,508.00	
12551240-518200	RETIREMENT	7,863.00	
12551240-518300	GROUP INSURANCE	20,215.00	
12551240-518400	DENTAL INSURANCE	750.00	
12551240-518901	401k	7,800.00	
12551240-522100	FOOD & PROVISIONS	10,000.00	
12551240-525100	GAS, OIL, TIRE	20,000.00	
12551240-526200	DEPARTMENT SUPPLIES	50,241.00	
12551240-526201	DEPARTMENT SUPPLIES EQUIPMENT	81,000.00	
12551240-523100	MEDICAL SUPPLIES	15,000.00	
12551240-53700	ADVERTISING	25,000.00	
12551240-532100	TELEPHONE & POSTAGE	4,000.00	
12551240-543000	RENTAL EQUIPMENT	35,000.00	
12551240-529702	LAB SERVICES	10,000.00	
12551240-531100	TRAVEL	10,000.00	
12551240-544000	CONTRACT SERVICES	100,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535124-404000	STATE ASSISTANCE	508,825.00	

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

TO ALLOCATE NEW STATE FUNDING FOR COVID ENHANCING DETECTION ACTIVITIES

Wanda Ralston
(Signature of Department Head)

ENDORSEMENT
1. Forwarded, recommending approval/disapproval.

4/22, 2021
[Signature]
(County Finance Officer)

ENDORSEMENT
1. Forwarded, recommending approval/disapproval.

20
[Signature]
(County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO: 4/16/2021
Date
FROM: Sampson County Health Department
TO: Sampson County Board of Commissioners
VIA: County Manager & Finance Officer
SUBJECT: Budget Amendment for fiscal year 2020-21

1. It is requested that the budget for the Salary Control/Allocation Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551010-512100	SALARIES	104,000.00	
12551010-518100	FICA	6,448.00	
12551010-518120	MEDICARE FICA	1,508.00	
12551010-518200	RETIREMENT	7,863.00	
12551010-518300	GROUP INSURANCE	20,215.00	
12551010-518400	DENTAL INSURANCE	750.00	
12551010-518901	401K	7,800.00	
12551020-512100	SALARIES		104,000.00
12551020-518100	FICA		6,448.00
12551020-518120	MEDICARE FICA		1,508.00
12551020-518200	RETIREMENT		7,863.00
12551020-518300	GROUP INSURANCE		20,215.00
12551020-518400	DENTAL INSURANCE		750.00
12551020-518901	401K		7,800.00

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:
Move funds to salary & fringe - AA 543 Additional COVID Funds

Page 2

Wanda Paul
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/22 2021
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

20____
[Signature]
(County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

8 April 2021

MEMO

TO: Sampson County Board of Commissioners

FROM: Ray Jordan, CVB Treasurer

VIA: County Manager and Finance Officer

SUBJECT: Budget Amendment for Fiscal Year: 2020-2021

It is requested that the budget for the **Sampson County Convention & Visitors Bureau** be amended as follows:

EXPENDITURE

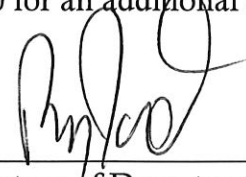
<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
84761800-529900	Miscellaneous Expense	\$1,000.00	

REVENUE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
84036180-408900	Miscellaneous Revenue	\$1,000.00	

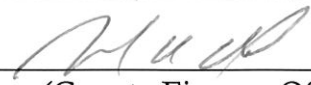
Reason(s) for the above request is/are as follows:

This budget amendment is for \$1,000 funding needed for the Visit NC Farm App. The Farm App now has 50 assets. We have now reached that mark, and it costs an additional \$1,000 for an additional 50 assets to be part of Visit NC Farm App. (Envira)




Signature of Department Head

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: 4/22/2021

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: _____

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

4/12/2021

FROM: Dana Hall

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment fo 2020-2021

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-525000	CONSTRUCTION/REPAIRS UNITED WAY	7,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-403602	United Way	7,500.00	

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

Record quarterly grant funding for ramp projects.

Dana Hall
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/22, 2021
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Rosemarie Oates, Director, SAT

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
16145000-545000	INSURANCE AND BOND	20,000.00	
16145000-525100	GAS, OIL,, TIRES	175,000.00	
16145000-535300	MAINT/REPAIR VEHICLES	175,000.00	
16145000-526200	DEPARTMENTAL SUPPLIES	5,000.00	
16145000-519100	PROFESSIONAL SERVICES	2,000.00	
16145000-512100	SALARIES	43,000.00	
16145000-512600	PART TIME SALARIES	30,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
16134500-403611	CARES ACT	450,000.00	

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

ALLOCATE FUNDS FOR CARES ACT FUNDING TO BE USED FOR SAT OPERATIONS

Rosemarie Oates Mobley
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2021
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the CDBG-Neighborhood Revitalization Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Administration	115,000.00	
	Other professional services	96,000.00	
	Relocation costs	28,000.00	
	Construction costs	511,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	CDBG-NR Grant	750,000.00	

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

To budget grant funds received from NC Department of Commerce. These funds are to be used for replacement housing for eligible recipients. The grant has been accepted by the Board.

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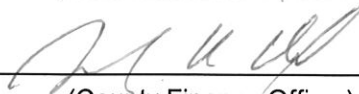


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/22, 2021

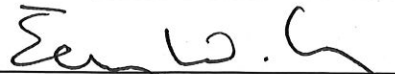


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__



(County Manager & Budget Officer)

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

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.