



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

October 3, 2022

- 6:00 pm Convene Regular Meeting (County Auditorium)**
Invocation and Pledge of Allegiance
Approve Agenda as Published
- Item 1 Direction for Staff Related to Resolution of Employee Compensation Issues 1**
- Item 2 Public Hearings**
- a. Public Hearing – Proposed Expenditures for Economic Development Purchases (Exercise of Previously Negotiated Option and Acquisition of Warren Property) **2 - 21**
- Item 3 Action Items**
- a. Consideration of Clinton-Sampson Airport Hanger Lease **22 - 40**
- b. Award of Bid for Construction of Storage Building for Sheriff’s Office and Emergency Services **41**
- c. Water District – Award of Bid for Construction of Elevated Storage Tanks **42**
- d. Appointments – Workforce Development Board **43 - 44**
- Item 4 Consent Agenda (as Board of Commissioners) 45 - 46**
- a. Approve the minutes of the September 12, 2022, September 21, 2022, and September 26, 2022 meetings **47 - 60**
- b. Approve a request from Sampson-Clinton Public Library to apply for and accept (if awarded) Grassroots Arts Program Grant funding **61 - 69**
- c. Accept a Dollar General Youth Literacy Grant Award in the amount of \$3,000 for children’s literacy programs/materials **70 - 75**
- d. Declare as surplus Sig Sauer 9mm pistol (serial number 47A065112) and authorize transfer of the service weapon to retiring employee Christopher Oates **76**

Item 4 Consent Agenda, continued

- e. Adopt a resolution requesting NCDOT add Enterprise Drive to the state secondary roads system 77 - 96
- f. Authorize the execution of the EMS Clinical Internship Agreement between Sampson County and Clinton City Board of Education 97 - 103
- g. Approve the execution of contracts between Sampson County (DSS) and non-emergency medical transportation service providers: The Gardens of Roseboro and The Magnolia 104 - 163
- h. Adopt a resolution authorizing execution of the Interlocal Agreement for Tax Collection with the Town of Autryville 164 - 173
- i. Approve the Sampson County Ingestion Pathway Zone (IPZ) Emergency Plan 174 - 223
- j. Approve late applications for disabled veterans tax exclusions for Charlie Junior Robinson, Darrell Wilson, and Michael F. Jones 224 - 232
- k. Approve the tax refunds and releases as submitted 233 - 242
- l. Approve budget amendments as submitted 243 - 246

Consent Agenda (as Board of Health) 247

- m. Approve the Tobacco Free Campus Policy Update 248 - 265
- n. Approve a Fee/CPT Code Update 266 - 268
- o. Approve the Fiscal Services Policy Update 269 - 270

Item 5 Board Information 271

- a. Letter from Town of Salemburg Re: Law Enforcement Services 272
- b. Letter of Appreciation from Sampson County History Museum 273
- c. (Board of Health Item) July 18, 2022 Health Advisory Board Minutes 274 - 277

Item 6 County Manager's Report

Item 7 Public Comment Period 278 - 279

Item 8 Closed Session - Pursuant to GS 143-318.11(a)(3), Attorney-Client Privilege

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1

Meeting Date: October 3, 2022	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Direction for Staff Related to Resolution of Employee Compensation Issues

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON(S): Chairperson Sue Lee

PURPOSE: To provide instruction to staff regarding development of recommendations to resolve employee recruitment, retention, and compensation challenges

ATTACHMENTS: None

BACKGROUND:

County staff has prepared and presented information regarding fiscal/budgetary matters and the recruitment, retention, and compensation challenges experienced throughout our workforce. Subsequent to that presentation, the County Manager offered every department head, including the elected department heads of the Sheriff's Department and Register of Deeds, the opportunity to meet with him to present their specific concerns. Staff have not yet offered the Board any recommendations to allow you time to thoroughly digest the information and determine parameters you wish to set as options are developed to address our challenges.

RECOMMENDED ACTION OR MOTION:

Offer staff parameters for developing options for Board consideration at the November meeting

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: October 3, 2022

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

SUBJECT: Public Hearing - Proposed Expenditures for Economic Development Purchases (Exercise of Previously Negotiated Option and Acquisition of Warren Property)

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

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

PURPOSE: To a public regarding the County's proposed expenditure for economic development purposes, the exercise of an option agreement for acquisition of 210+ acres located off I-40

ATTACHMENTS: Public Hearing Advertisement; Memo; Resolution

BACKGROUND:

Pursuant to G.S. 158-7.1, the County is required to hold a public hearing before expending money for the purchase of an interest in real property. We had previously advertised for a hearing in August, but additional due diligence needed to be completed. The hearing was readvertised for this October meeting. The Chairperson should open the hearing and call upon Mr. Barrington and Mr. Starling to review the proposed exercise of an option to purchase ten parcels comprised of 210.85+ acres near the intersection of I-40 and Harnett-Dunn Highway. The floor should then be opened for public comment. Once all are received, the hearing should be closed.

RECOMMENDED ACTION OR MOTION:

Receive public comments, then consider adoption of the resolution authorizing the exercise of the option and execution and delivery of associated documents

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

MEMORANDUM

TO: Sampson County Board of Commissioners
FROM: Sampson County Economic Development Commission
DATE: September 19, 2022
RE: Land Acquisition – Joe Britt Warren family property in Newton Grove

Sampson County Economic Development Commission (EDC) staff recommends the purchase of the 210-acre +- [Joe Britt Warren] property in Newton Grove for \$2,000,000.

EDC staff has completed environmental assessments as part of our due diligence activities. No findings were alarming.

The one challenge, in which we are well aware, is wastewater capacity. While the Town of Newton Grove has limited wastewater, it does not currently have sufficient wastewater for the full build-out of the business and industrial park as-is. The Town of Newton Grove is currently pursuing a Redundancy grant to double their existing capacity.

EDC has subsequently secured a \$262,000 grant from NC's Southeast for two primary activities:

1. Masterplan of the site
2. Assist the Town of Newton Grove to assess their current wastewater system and identify engineering alternatives

EDC staff is waiting to move forward on the Masterplan and wastewater system assessment until the purchase is approved by the Board of Commissioners.

Thank you for your consideration.

Respectfully submitted.

**PUBLIC HEARING NOTICE
SAMPSON COUNTY, NORTH CAROLINA**

A public hearing will be held by the Sampson County Board of Commissioners on October 3, 2022 at 6:00 p.m. in the County Auditorium, located at 435 Rowan Rd., Building A, Clinton, NC 28328. The Board will also accept written comments until 5:00 p.m. on October 3rd via email at susanh@sampsonnc.com or via US Mail to Clerk to the Board, 406 County Complex Rd., Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

The purpose of the public hearing is to receive comments on a proposed expenditure for economic development purposes. Namely, the Board of Commissioners intends to approve the exercise of a previously negotiated option and the acquisition of a fee simple interest in the following ten parcels, which are comprised of 210.85± acres, from Willie W. Schmidt, Donald K. Schmidt, David E. Warren, Winifred J. Warren, and Joe Britt Warren, Jr.:

Sampson County PINs 11-0113744-10, 11-0134870-01, 11-0134870-02, 11-0867080-01, 11-1063240-03, 11-1063240-07, 11-1063241-01, 11-1063240-04, 11-1063240-05, and 11-1063240-06.

The property is located both within and to the west of the Town of Newton Grove near the intersection of Interstate 40 and Harnett-Dunn Hwy. near Exit 341, to the north and south of Raleigh St. near Warren Lake Rd., to the north of Fayetteville St., and on either side of Interstate 40 and to the north of Newton Grove Hwy. near Meadow Ln. The proposed purchase price for the real property is \$2,000,000.00, and closing costs will not exceed \$15,000. The source of funding for the option money and purchase price will be a combination of Sampson County's economic development reserve fund and its general fund.

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

Date published: September 21, 2022

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

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

WHEREAS, N.C. Gen. Stat. § 158-7.1(b)(2), (b)(3) & (b)(4) specifically authorize counties to acquire options for the acquisition of property that is suitable for industrial or commercial use; to acquire, assemble, and hold for resale property that is suitable for industrial or commercial use; and to acquire, construct, convey, or lease buildings suitable for industrial or commercial use; and

WHEREAS, the Sampson County Board of Commissioners, previously authorized the execution of an option agreement for the proposed acquisition of a fee simple interest in 210.85± acres, comprised of ten (10) parcels, located both within and to the west of the Town of Newton Grove near the intersection of Interstate 40 and Harnett-Dunn Hwy. near Exit 341, to the north and south of Raleigh St. near Warren Lake Rd., to the north of Fayetteville St., and on either side of Interstate 40 and to the north of Newton Grove Hwy. near Meadow Ln. (Sampson County Parcel ID Nos. 11-0113744-10, 11-0134870-01, 11-0134870-02, 11-0867080-01, 11-1063240-03, 11-1063240-07, 11-1063241-01, 11-1063240-04, 11-1063240-05, and 11-1063240-06), as more particularly described and set forth in the executed Option Agreement included with the Board of Commissioners' October 3, 2022 regular meeting agenda materials; and

WHEREAS, the purchase price for the above-described real property is \$2,000,000.00, with closing costs not to exceed \$15,000.00, and the \$50,000.00 option payment previously paid by Sampson County pursuant to the Option Agreement will be applied to the purchase price; and

WHEREAS, the source of funding for the real property acquisition and closing costs will be a combination of Sampson County's economic development reserve fund and its general fund fund balance; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to G.S. 158-7.1, the Sampson County Board of Commissioners hereby approves exercise of the previously negotiated option to purchase as well as the expenditures and

acquisition described herein and in the executed Option Agreement included with the Board of Commissioners' October 3, 2022 regular meeting agenda materials.

2. The Sampson County Manager is hereby authorized to give written notice of Sampson County's exercise of its option to purchase in accordance with the terms of the Option Agreement, at which time said Option Agreement shall ripen into a binding contract of sale.

3. The Sampson County Manager, Sampson County Finance Officer, and such other officers and employees of Sampson County as may be necessary are hereby authorized and directed to execute and deliver all other certificates, agreements, and instruments and to take all such other actions as may be necessary in furtherance of the transactions contemplated by this Resolution and the Option Agreement.

ADOPTED, this the 3rd day of October, 2022.

SUE L. LEE, Chair,
Sampson County Board of Commissioners

ATTEST:

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

STATE OF NORTH CAROLINA

OPTION AGREEMENT

COUNTY OF SAMPSON

THIS OPTION AGREEMENT (“**Agreement**”) is made as of this 4th day of April, 2022 (“**Effective Date**”) by and between **WILLIE W. SCHMIDT** and husband, **DONALD K. SCHMIDT**; **DAVID E. WARREN** and wife, **WINIFRED J. WARREN**; and **JOE BRITT WARREN, JR.** (unmarried), individually and as Executor of the Estate of Kenneth E. Warren (collectively, “**Seller**”), and **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (“**Purchaser**”). Seller and Purchaser are also referred to in this Agreement singly as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

A. Purchaser seeks to promote economic growth and development within its jurisdiction and the social and economic growth of its citizens and desires to increase the population, taxable property, agricultural industries, employment, industrial output, and/or business prospects of Sampson County; and

B. To accomplish these objectives, Purchaser intends to acquire, assemble, and hold for resale property that is suitable for industrial or commercial use and to acquire, construct, convey, and lease buildings suitable for industrial or commercial use; and

C. Seller is the owner of certain real property consisting of approximately 210.85 acres, more or less, designated as Sampson County Parcel Identification Nos. 11-0113744-10, 11-0134870-01, 11-0134870-02, 11-0867080-01, 11-1063240-03, 11-1063240-04, 11-1063240-05, 11-1063240-06, 11-1063240-07, and 11-1063241-01, located in Sampson County, North Carolina, as more particularly shown or described on **Exhibit A** (“**Property**”).

D. Purchaser desires, pursuant to N.C. Gen. Stat. §§ 153A-158 and 158-7.1, to acquire an option to purchase the Property in order to develop the Property as an industrial park, which the Purchaser will name (and identify by way of signage) the “Joe Britt Warren Industrial Park,” and Seller desires to grant an option to purchase the Property to Purchaser, subject to the terms and conditions set forth herein; and

E. The Sampson County Board of Commissioners, after having held the public hearing required by N.C. Gen. Stat. § 158-7.1(c), has determined that the execution of this Agreement and resulting purchase of real property contemplated by this Agreement will increase the population, taxable property, agricultural industries, employment, industrial output, and/or business prospects of Sampson County;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby warrant, covenant, and agree as follows:

1. Option and Term. In consideration of the sum of Fifty Thousand Dollars (\$50,000.00) (the “**Option Money**”), Seller hereby grants to Purchaser the exclusive right and option to purchase the Property (“**Option**”) from the Effective Date until 11:59 pm on October 31, 2022 (the “**Option Period**”), upon the terms and conditions contained herein. The Option Money shall be held in an IOLTA Trust Account at Howard & Carr, PLLC until disbursed as provided herein.

2. Purchase Price and Payment. The purchase price for the Property (“**Purchase Price**”) shall be Two Million and 00/100 Dollars (\$2,000,000.00) and shall be paid at Closing, as defined herein. If the Option is exercised, the Option Money shall be applied to the Purchase Price at Closing. The Purchase Price shall be allocated among those persons identified in this Agreement as “Seller” in accordance with their respective interests in each of the parcels that comprise the Property.

3. Exercise of Option. Purchaser shall exercise this Option by giving written notice of such exercise to Seller. Upon the giving of such notice, this Agreement shall ripen into a binding contract of sale and the terms of this Agreement shall automatically become the terms of said contract without the execution of further instruments. In the event that Purchaser fails to exercise the Option prior to the expiration of the Option Period for any reason, (a) the Option Money shall be disbursed to Seller, (b) this Agreement shall terminate, and (c) neither Party will have any further duties, liabilities, or obligations to the other, except for the responsibilities of the Purchaser to repair the Property under Section 6 of this Agreement.

4. Closing. The consummation of the purchase and sale transaction contemplated herein (the “**Closing**”) shall take place at a mutually agreeable time and place on or prior to the date which is sixty (60) days following the date of the notice exercising the Option or such earlier date as Purchaser may establish upon five (5) business days’ written notice to Seller (the “**Closing Date**”).

5. Closing Documents. On the Closing Date, Seller shall deliver to Purchaser the following, all in form and content reasonably satisfactory to Purchaser and Purchaser’s title insurer: (i) a general warranty deed conveying fee simple title, free and clear of all monetary liens, encumbrances, conditions and restrictions except the Permitted Exceptions, as defined herein, with legal access to a public right of way; (ii) an affidavit as to no parties in possession, except as provided herein, and no rights to file mechanics’ and materialmen’s liens; and (iii) such other documents as may be reasonably necessary to consummate the Closing.

6. Due Diligence, Restoration and Seller Documents. Purchaser, its agents, contractors and representatives shall have the right to go on the Property during the Option Period at reasonable times to conduct its due diligence, including but not limited to soil/geotechnical investigations, environmental site assessments, surveying to include the marking of property corners and property lines, topographic surveys, wetland studies, title review, and a review of government laws, regulations and/or ordinances affecting the Property. Purchaser shall provide Seller with twenty-four (24) hours prior notice of Purchaser’s entry upon the Property to perform such activities.

Purchaser shall indemnify and hold Seller harmless from and against any losses, liabilities, costs, or expenses (including reasonable attorney's fees) that were caused by Purchaser's entry onto the Property, provided such indemnification shall exclude any losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising from (x) Seller's negligence or willful misconduct or (y) the discovery and/or identification of any existing condition that may adversely affect the value of the Property, and Seller hereby releases Purchaser from any claims it otherwise might have against Purchaser related to indemnification exclusions (x) and/or (y) above. Purchaser shall have the absolute right to conduct due diligence on any portion of the Property, regardless of whether crops are planted thereon.

Purchaser represents to Seller that it will maintain the residence located at 705 Warren Lake Road, Newton Grove, NC 28366 in its current condition until such time as the residence is demolished.

In the event that Purchaser does not exercise the Option and complete Closing as provided herein, Purchaser shall repair/restore the Property within a reasonable time (not to exceed sixty (60) days) substantially back to its condition that existed immediately before Purchaser's entry upon the Property and such obligation to restore shall survive the termination of this Option.

Within fifteen (15) days of the Effective Date, Seller shall deliver to Purchaser, for Purchaser's review, all documents pertaining to the Property in Seller's possession, including but not limited to copies of any and all reports, studies, surveys, title information, and environmental and engineering assessments.

7. Representations and Warranties of Seller. Seller, to the best of Seller's knowledge, hereby represents and warrants that, as of the date hereof and at the time of Closing:

a. Seller has no knowledge of any planned public improvements that may result in a special assessment to the Property;

b. Seller has not received notice of any violation of and, to the best of Seller's knowledge, there are not any violations of any zoning regulations, ordinances, or any other laws (including, without limitation, all environmental, health, and safety laws), rules, regulations, restrictions, and easements;

c. The improvements located on the Property do not encroach on adjacent property or streets or rights-of-way or easements, and the improvements located on adjacent property do not encroach on the Property;

d. To Seller's knowledge, there are no shared expense agreements, repayment agreements, reimbursement agreements, or development payback agreements that affect all or any portion of the Property;

e. With the exception of the leasehold interests identified in Paragraph 8 below, there is no person or entity, other than those persons identified in this Agreement as "Seller," who has any ownership or leasehold interest in the Property;

f. All portions of the Property have legal access to a public right of way;

g. There are no restrictive covenants that materially affect the value of the Property or render the Property unsuitable for commercial or industrial development;

h. There are no suits or proceedings pending or threatened by or against Seller (i) relating to bankruptcy, insolvency, any assignment for the benefit of creditors, the appointment of any receiver or trustee for business or affairs generally or for the Property, or like matters; or (ii) of any other nature, including any petition to bring real property back into the estate of a decedent, which would, if adversely determined, impair the ability of Seller to perform all of Seller's obligations hereunder;

i. There are no proceedings pending, and to Seller's knowledge, threatened, for condemnation or exercise of the right of eminent domain as to any part of the Property or for limiting or denying any right of access thereto;

j. Any leases affecting the Property shall be terminated prior to Closing unless this provision is specifically waived in whole or in part in writing by Purchaser;

k. The execution of this Agreement and the consummation of the transaction contemplated herein will not conflict with any provision of law applicable to Seller nor result in any breach or violation of any provision, or constitute a default under any agreement or instrument to which Seller is a party or by which the Seller is bound;

l. Seller has no knowledge of the presence or disposal, except as in accordance with applicable law, on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. § 1317), or (v) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601). Seller has no knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

m. Seller agrees that Seller will reimburse Purchaser for and hold Purchaser harmless from (i) all fines or penalties made or levied against Purchaser by any governmental agency or authority; or (ii) in diminution in the value of the Property that may occur as a result of or in connection with the use of the Property or of the facilities thereon by Seller or use by others permitted by Seller prior to Purchaser's acquisition of title to the Property, or as a result of any release of any nature onto the ground or into the water or air from or upon the Property by Seller or others permitted by Seller prior to Purchaser's acquisition thereof. Seller also agrees that it will reimburse Purchaser for and hold Purchaser harmless from any and all costs, expenses, (including reasonable attorney's fees), and for all civil judgments or penalties incurred, entered, assessed, or levied against Purchaser as a result of Seller's use of the Property. Such reimbursement or indemnification shall include but not be limited to any and all judgments or penalties to recover the cost of cleanup of any such release by Seller from or upon the Property and all expenses incurred by Purchaser as a result of such a civil action including but not limited to reasonable attorneys' fees;

The representations and warranties of Seller, as set forth in this Agreement, shall be materially true and correct as of the execution of this Agreement and shall remain materially true and correct as of the date of Closing. Seller shall promptly notify Purchaser in writing of any facts or circumstances causing the foregoing representations and warranties to be untrue.

8. Existing Leases. The Property is subject to the following leases:

a. James Dennis Lee and Terry Murphy Raynor (collectively, "Seller's Lessee") currently lease those portions of the Property that are cleared and tillable for the purpose of cultivating crops. In the event that Purchaser exercises its Option, Seller's Lessee's agricultural lease will be terminated, and Seller's Lessee will be given notice to quit, with a termination date of November 30, 2022. Seller's Lessee will be given until November 30, 2022 to harvest any crops cultivated on the Property. In the event that Purchaser, its agents, contractors, or representatives damage or destroy the unharvested crops of Seller's Lessee at any time prior to November 30, 2022, Purchaser shall compensate Seller's Lessee for said loss in the amount of \$500.00 per acre of crops that are actually damaged or destroyed. In the event that less than one (1) acre of crops are destroyed, this amount shall be multiplied by a percentage equal to the percentage of an acre of crops that was actually damaged or destroyed.

b. Lamar Media Corp. currently leases two (2) billboards, one located on Sampson County Parcel Identification No. 11-0867080-01 (Tract 3 on Exhibit A) and one located on Sampson County Parcel Identification No. 11-1063240-07 (Tract 6 on Exhibit A). If the lease agreements permit an assignment by Seller, Seller shall assign its interest in the lease agreements to Purchaser in the event that Purchaser exercises its Option. If the lease agreements do not permit an assignment by Seller, Seller shall cause the lease agreements to be terminated prior to the Closing Date.

c. DASCO Outdoor, LLC currently leases one (1) billboard located on Sampson County Parcel Identification No. 11-1063240-07 (Tract 6 on Exhibit A). If the lease agreement permits an assignment by Seller, Seller shall assign its interest in the lease agreements to Purchaser in the event that Purchaser exercises its Option. If the lease agreement does not permit an assignment by Seller, Seller shall cause the lease agreement to be terminated prior to the Closing Date.

9. Required Rezonings. Seller shall file with the Town of Newton Grove petitions to rezone the following parcels, which form a portion of the Property:

a. The portions of Sampson County Parcel Identification No. 11-1063240-07 (Tract 6 on Exhibit A) that are currently zoned Residential (R-20) shall be rezoned to Industrial (I);

b. Sampson County Parcel Identification No. 11-0134870-02 (Tract 2 on Exhibit A) shall be rezoned from Residential (R-20) to Industrial (I).

In the event that Seller is unable or unwilling to rezone the above parcels as indicated herein prior to the expiration of the Option Period, then, at Purchaser's option, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller in which case the Option Money shall be returned to Purchaser within five (5) business days of such notice, or the Purchaser may waive the failure to rezone the parcels and proceed to Closing.

10. Title Examination. During the Option Period, Purchaser may examine the title to the Property and furnish Seller with a written statement of any title objections. If Purchaser fails to deliver an objection notice to Seller within thirty (30) days of Purchaser's exercise of the Option, all matters shown in the title commitment and the survey shall be deemed to be approved by and acceptable to Purchaser (the "Permitted Exceptions"). Within fifteen (15) days after receipt of the notice of objections, Seller shall notify Purchaser in writing of any title or survey objections regarding the Property which Seller will cure prior to the Closing Date. Unless Seller notifies Purchaser that Seller will cure a title or survey objection within such fifteen (15) day period, Seller shall have no obligation to cure such objection, except monetary liens of an ascertainable amount, which liens Seller shall cause to be released at Closing (subject to the adjustments required under Section 10 of this Agreement). If Seller is unable or unwilling to cure the objections within a reasonable time, then, at Purchaser's option, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller in which case the Option Money shall be returned to the Purchaser within five (5) business days of such notice, or the Purchaser may waive such defects and proceed to Closing.

Any exceptions to title to the Property that arise between the effective date of the title commitment and the Closing Date are referred to herein as "New Defects." Purchaser may notify Seller in writing (the "Gap Notice") of any new defect (a) raised by the title company between the effective date of the Title Commitment and the Closing Date (the "Gap") and (b) not otherwise

known to Purchaser prior to the effective date of the title commitment. If Purchaser sends a Gap Notice to Seller, Purchaser and Seller shall have the same rights and obligations with respect to such notice as are set forth in this Section.

11. Recording Taxes and Deed Preparation. Seller shall pay the costs of preparing the Deed and the grantor's tax thereon. Purchaser shall pay all costs, title insurance premiums and expenses incurred in connection with examination of title to the Property, its studies and inspections under Paragraph 6 of this Agreement, all recording costs and fees in connection with the Deed (other than the grantor's tax thereon), survey, and any taxes, fees and costs in connection with Purchaser's financing, if any. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Closing.

12. Closing Prorations. Real estate taxes, special assessments, income, expenses and all other charges applicable to the Property shall be apportioned pro-rata as of the day preceding Closing (i.e., Purchaser shall be deemed to own the Property as of 12:01 AM on the Closing Date for purposes of this Paragraph 11, but Purchaser shall not be deemed the owner for liability purposes until recordation of the Deed at Closing).

13. Real Estate Commission. Seller and Purchaser represent and warrant, each to the other, that no other party is entitled, as a result of the actions of Seller or Purchaser, as the case may be, to a real estate commission or other fee resulting from the execution of this Agreement or the sale and conveyance herein contemplated.

14. Risk of Loss. The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Purchaser may terminate this Agreement by written notice delivered to Seller, and the Option Money shall be returned to Purchaser. In the event Purchaser does not elect to terminate this Agreement, Purchaser shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

15. Condemnation. In the event all or any portion of the Property should become the subject of a condemnation proceeding after this Agreement is executed, but prior to Closing, and Purchaser determines, in its sole and absolute discretion, that the proposed taking will make the remaining Property unsuitable for the purposes for which Purchaser intends to use the Property, Purchaser shall have the option to terminate this Agreement and all consideration paid for this Agreement by Purchaser to Seller, including the Option Money, will be refunded to Purchaser. If Purchaser proceeds with the purchase of the Property pursuant to this Agreement, an equitable division of the condemnation proceeds will be made as mutually agreed to by the Parties.

16. Attorneys' Fees. If either Party is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees from the other Party

regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit.

17. Organization and Authority. Seller and Purchaser represent and warrant to the other that (i) each has the full right, power and authority to execute this Agreement and perform their respective obligations under this Agreement, and (ii) the execution and delivery of this Agreement has been duly authorized, and no further action or approval is required to cause this Agreement to be valid, binding and enforceable against the respective Party in accordance with its terms.

18. Time. Time is of the essence of this Agreement and whenever a date or time is set forth in this Agreement, the same has been entered into and formed a part of the consideration for this Agreement. Any date that falls on a Saturday, Sunday or state or federal legal holiday shall be extended to 5 p.m. of the next business day.

19. Default. If Purchaser defaults in its obligations hereunder (after ten (10) days' notice of such default and opportunity to cure), Seller may terminate this Agreement after notice to Purchaser and retain the Option Money as Seller's sole remedy as liquidated damages. If Seller defaults in its obligations hereunder (after ten (10) days' notice of such default and opportunity to cure) or if any of the representations and warranties made by Seller pursuant to this Agreement are not materially true and correct as of the execution of this Agreement and as of the Closing Date, Purchaser shall be released from all obligations or liabilities hereunder, Seller shall return the Option Money to Purchaser, and Purchaser shall have no other remedy at law, or, in the alternative, Purchaser shall have the right of specific performance.

20. Cooperation. Each of the Parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument. Copies of this Agreement or signature pages bearing original signatures, and executed documents or signature pages delivered by a Party by facsimile or e-mail transmission of a PDF file shall, in each such instance, be deemed to be, and shall constitute and be treated as, an original signed document or counterpart, as applicable. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail transmission of a PDF file also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. All such counterparts together shall constitute a fully executed Agreement. All changes, additions, or deletions hereto must be in writing and signed by all Parties.

22. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date personally delivered by messenger service, or overnight courier service, or three (3) days after the same is deposited with the United States Postal

Service by registered or certified mail, postage prepaid, return receipt requested, to the Parties at the following address:

If to Seller: Willie W. Schmidt and Donald K. Schmidt
480 Bel Bridge Cir.
Midlothian, VA 23113

David E. Warren and Winifred J. Warren
6103 Cassowary Ln.
New Bern, NC 28560

Joe Britt Warren, Jr.
P.O. Box 68
Newton Grove, NC 28366

If to Purchaser: Sampson County
Attn: County Manager
406 County Complex Rd., Bldg. C, Ste. 110
Clinton, NC 28328

23. Assignment; Successors. Purchaser may assign this Agreement. This Agreement and all terms and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

24. Governing Law. This Agreement shall be construed, and the rights and obligations of Seller and Purchaser hereunder shall be determined, in accordance with the laws of the State of North Carolina.

25. Memorandum of Option. This Agreement may not be recorded; however, upon the written request of Purchaser, Seller agrees to execute a Memorandum of Option setting forth the names of the Parties, a description of the Property, the expiration date of the Option Period, and reference sufficient to identify the Agreement between the Parties, which may be recorded.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

SELLER

Willie W. Schmidt
WILLIE W. SCHMIDT

Donald K. Schmidt
DONALD K. SCHMIDT

David E. Warren
DAVID E. WARREN

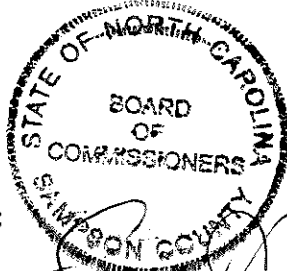
Winifred J. Warren
WINIFRED J. WARREN

Joe B. Warren, Jr.
JOE B. WARREN, JR., Individually and as
Executor of the Estate of Kenneth E. Warren

PURCHASER

SAMPSON COUNTY

By: Edwin W. Causey
Edwin W. Causey,
County Manager



Attest:

By:

Susan J. Holder
Susan J. Holder, Clerk,
Sampson County Board of Commissioners

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

David K. Clack 4/25/2002
David K. Clack, Finance Officer

EXHIBIT A

TRACT 1: A tract or parcel of land located in Newton Grove Township, Sampson County, State of North Carolina, and more particularly described as follows:

BEGINNING at Being all of Lots 1 and 2, according to a survey map entitled, "Melson Meadow Subdivision, Section One," prepared by Millard T. Owen, III, R.L.S., and recorded at Map Book 34, Page 14 of the Sampson County Registry. Reference to which is hereby made for a more particular description.

SUBJECT TO a perpetual easement for the purpose of constructing, placing and maintaining general water and sewer lines across lots 1-6 of the Melson Meadow Subdivision.

TOGETHER WITH a two-fifths (2/5) undivided interest in the cul-de-sac of the Melson Meadow Subdivision, "Section One", in fee simple. A description of said cul-de-sac is set forth in that certain deed recorded in Book 1332, Page 248 of the Sampson County Registry.

The property hereinabove described was acquired by Kenneth E. Warren by deed recorded in Book 1332, Page 248 of the Sampson County Registry. Kenneth E. Warren died testate, a citizen and resident of Sampson County, North Carolina, on March 11, 2020, and devised the property hereinabove described to his siblings, Willie W. Schmidt and Joe B. Warren, Jr., pursuant to Article II, Section E of his Last Will and Testament (see Sampson County Estate File No. 21 E 173).

(Sampson County Parcel ID Nos. 11-0113744-10 & 11-0134870-01)

TRACT 2: That certain tract or parcel of land located in Newton Grove Township, Sampson County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron stake located in the centerline of N.C. Highway No. 50 and 55 (Raleigh Street) and further located North 72 degrees 20 minutes 32 seconds West 2,765.20 feet from N.C.G.S. Station "Funeral" (N.C. Grid Coordinates: X=2,191,374.315 and Y=545,262.082), and runs thence from said point of BEGINNING South 21 degrees 56 minutes 21 seconds West 343.42 feet to an iron stake; thence North 67 degrees 57 minutes 46 seconds West 280.29 feet to an iron stake in a ditch; thence North 28 degrees 10 minutes 47 seconds East 325.57 feet to an iron stake in the centerline of N.C. Highway No. 50 and 55 (Raleigh Street); thence, with the centerline, South 72 degrees 33 minutes 59 seconds East 245.66 feet to the point of BEGINNING, and being all of Lot No. 2 as shown on the survey map entitled "Survey for Joe Britt Warren" prepared by Owen Surveying, Incorporated under date of October 2002 (Drawing No. 309-G).

The property hereinabove described is a portion of the property acquired by Joe Britt Warren by deed recorded in Book 551, Page 184 of the Sampson County Registry. Joe

Britt Warren died testate, a citizen and resident of Sampson County, North Carolina, on December 27, 2003 and devised the property hereinabove described to Kenneth E. Warren, pursuant to Article II, Section 2 of his Last Will and Testament (see Sampson County Estate File No. 03 E 530). Kenneth E. Warren subsequently died testate, a citizen and resident of Sampson County, North Carolina, on March 11, 2020, and devised the property hereinabove described to his siblings, Willie W. Schmidt and Joe B. Warren, Jr., pursuant to Article II, Section F of his Last Will and Testament (see Sampson County Estate File No. 21 E 173).

(Sampson County Parcel ID No. 11-0134870-02)

TRACT 3: All that certain lot or parcel of land situated in Newton Grove Township, Sampson County, North Carolina and more particularly described as follows:

BEGINNING at a point located in the center of the run of Bell Branch, a joint corner between this tract and the lands of Joe Britt Warren described in Book 551 at Page 184 of the Sampson County Registry, and runs thence with the dividing line between this tract and the Warren line along an old fence South 68 degrees 30 minutes East 1077.00 feet, (more or less) to a point in the western edge of the right-of-way of I-40 Highway; thence with the western right-of-way line of I-40 about South 71degrees 42 minutes East a chord distance of 1620.00 feet, more or less to a stake; thence South 21 degrees 25 minutes West 82.17 feet to a stake in the northern right-of-way line of N.C. Highway No. 13; thence North 74 degrees 34 minutes West 117.8 feet to a point in the center of an old field road path; thence with and along the centerline of a ditch , points along which are located as follows: North 73 degrees 40 minutes West 38 poles, North 65 degrees 00 minutes West 18 poles, North 73 degrees 00 minutes West 28 poles to a point; thence again continuing with said ditch in a westerly direction to its intersection with the run of Bell Branch; thence up the run of Bell Branch in a northerly direction to the BEGINNING, containing 45.39 acres, more or less, as shown on a map thereof entitled: "The George B. Rose Land", prepared by Richard L. Kerr, Registered Land Surveyor, dated September 9, 1976, a copy of said map being attached to that certain deed recorded in Book 1020, Page 584 of the Sampson County Registry. The foregoing is a portion of the land described in that deed from Bettie Rose Tart and husband to George B. Rose dated June 20, 1960 and recorded in Book 707 at Page 296 of the Sampson County Registry.

The property hereinabove described was acquired by Joe Britt Warren by deed recorded in Book 1020, Page 584 of the Sampson County Registry. Joe Britt Warren died testate, a citizen and resident of Sampson County, North Carolina, on December 27, 2003 and devised the property hereinabove described to his four children, Willie W. Schmidt, David E. Warren, Kenneth E. Warren, and Joe B. Warren, Jr. pursuant to Article II, Section 3 of his Last Will and Testament (see Sampson County Estate File No. 03 E 530). Kenneth E. Warren subsequently died testate, a citizen and resident of Sampson County, North Carolina, on March 11, 2020, and devised his undivided interest in the property hereinabove described to his siblings, Willie W. Schmidt and Joe B. Warren, Jr., pursuant

to Article II, Section I of his Last Will and Testament (see Sampson County Estate File No. 21 E 173).

(Sampson County Parcel ID No. 11-0867080-01)

TRACT 4: All that certain lot or parcel of land which is Tract "C" of a Re-Subdivision of Lot No. 3 of the Jno. B. Williams farm located in Newton Grove Township, Sampson County, North Carolina, and allotted to Joe B. Warren, and being more particularly described by metes and bounds as follows:

Beginning in the center of N.C. Highway No. 55, a corner of Tract "A", and runs thence with a ditch S. 39* 30' W. 176 feet to a bend in the ditch; thence again as the ditch S. 37* W. 553 feet to another bend in said ditch; thence again with the ditch S. 51* W. 400 feet to the run of a branch; thence up the run of said branch the following courses and distances: N. 8 W. 177 feet; N. 56 W. 218 feet; N. 31 W. 406 feet and N. 2* 30' E. 218 feet to a ditch; thence as the ditch N. 42* 30' E. 308 feet to the center of Highway No. 55 N. 23* E. 296 feet to a stake in the ditch; thence leaving the ditch N. 4* 30' W. 553 feet to a stake; thence N. 5* 10' E. 800 feet to the corner of Tract "B"; thence with the line of Tract "B", S. 68* E. 312 feet to a stake and S. 5* 10' W. 1620 feet to the center of the Highway; thence as the center of Highway No. 55, S. 74* 50' E. 335 feet and S. 68* 50' E. 335 feet to the beginning corner, and containing 26.3 acres, more or less.

The property hereinabove described was acquired by Joe Britt Warren and wife, Annie B. Warren, by deed recorded in Book 611, Page 423 of the Sampson County Registry. Annie B. Warren died, a citizen and resident of Sampson County, North Carolina, on June 17, 1993, survived by her husband, Joe B. Warren (see Sampson County Estate File No. 93 E 263). Further, see that Renunciation by Joe Britt Warren recorded in Book 1178, Page 474 of the Sampson County Registry. Joe Britt Warren died testate, a citizen and resident of Sampson County, North Carolina, on December 27, 2003 and devised the property hereinabove described to his four children, Willie W. Schmidt, David E. Warren, Kenneth E. Warren, and Joe B. Warren, Jr. pursuant to Article II, Section 3 of his Last Will and Testament (see Sampson County Estate File No. 03 E 530). Kenneth E. Warren subsequently died testate, a citizen and resident of Sampson County, North Carolina, on March 11, 2020, and devised his undivided interest in the property hereinabove described to his siblings, Willie W. Schmidt and Joe B. Warren, Jr., pursuant to Article II, Section I of his Last Will and Testament (see Sampson County Estate File No. 21 E 173).

(Sampson County Parcel ID No. 11-1063240-03)

TRACT 5: A tract or parcel of land located in Newton Grove Township, Sampson County, State of North Carolina, and more particularly described as follows:

BEGINNING at Being all of Lots 3, 4, and 5, according to a survey map entitled, "Melson Meadow Subdivision, Section One", prepared by Millard T. Owen, III, R.L.S., and

recorded at Map Book 34, page 14 of the Sampson County Registry. Reference to which is hereby made for a more particular description.

SUBJECT TO a perpetual easement for the purpose of constructing, placing and maintaining general water and sewer lines across lots 1-6 of the Melson Meadow Subdivision.

TOGETHER WITH a three-fifths (3/5) undivided interest in the cul-de-sac of the Melson Meadow Subdivision, "Section One", in fee simple. A description of said cul-de-sac is set forth in that certain deed recorded in Book 1332, Page 244 of the Sampson County Registry.

The property hereinabove described was acquired by Joe Britt Warren by deed recorded in Book 1332, Page 244 of the Sampson County Registry. Joe Britt Warren died testate, a citizen and resident of Sampson County, North Carolina, on December 27, 2003 and devised the property hereinabove described to his four children, Willie W. Schmidt, David E. Warren, Kenneth E. Warren, and Joe B. Warren, Jr. pursuant to Article II, Section 3 of his Last Will and Testament (see Sampson County Estate File No. 03 E 530). Kenneth E. Warren subsequently died testate, a citizen and resident of Sampson County, North Carolina, on March 11, 2020, and devised his undivided interest in the property hereinabove described to his siblings, Willie W. Schmidt and Joe B. Warren, Jr., pursuant to Article II, Section I of his Last Will and Testament (see Sampson County Estate File No. 21 E 173).

(Sampson County Parcel ID Nos. 11-1063240-04, 11-1063240-05 & 11-1063240-06)

TRACT 6: A certain tract or parcel of land in Newton Grove Township, Sampson County, State of North Carolina, and more particularly described by metes and bounds as follows:

Adjoining the lands of I.J. Williams, Mr. J.B. Williams, Sr. Lischer Rayner and others, and beginning at a stake in the center of N.C. Highway No. 55, a corner of the Raynor land and runs thence with a ditch S. 28* 30' West 445 feet to a stake in the Southern margin of the old road; thence along a wire fence S. 30* 20' West 1942 feet to a gum; thence S. 56* 25' East 1100 feet to a stake in the woods, the corner of the Bizzell land; thence with the Bizzell line S. 36* 30' West 365 feet to a stake; thence N. 76* 30' West 418 feet to a stake; thence S. 35 W. 292 feet to a stake; thence N. 62* 30' West 201 feet to a stake; thence N. 76* 30' West 249 feet to a stake in a ditch; thence with said ditch N. 14* 15' East 226 feet to a stake near a fence; thence with said fence N. 70 W. 1487 feet to a stake on the margin of Bell's Branch; thence N. 65 W. 167 feet to a stake, I.J. Williams corner in an old wire fence; thence with said fence N 29 East 1044 feet to a stake; thence N. 26 East 820 feet to a sweet gum; thence N. 5* 45' East 440 feet to a stake; thence a new line S. 56* E. 218 feet to a stake in the run of the branch; thence with said branch S. 8* E. 177 feet to a stake; thence N. 51 East 400 feet to a stake in a ditch; thence N. 37 E. 553 feet to a stake in a ditch in the old road; thence N. 39* 30' East 176 feet to a stake in the center of N.C. Highway

No. 55; thence with the center of the said highway S. 68* 50' East 1128 feet to the beginning and containing 120.2 acres, more or less.

LESS AND EXCEPTING that certain tract or parcel of land, consisting of 2.01 acres, more or less, devised to Kenneth E. Warren under Article II, Section 2 of the Last Will and Testament of Joe Britt Warren (see Sampson County Estate File No. 03 E 530).

AND FURTHER EXCEPTING that certain tract or parcel of land, consisting of 2,002.66 square feet, more or less, conveyed to the Town of Newton Grove by deed recorded in Book 1127, Page 959 of the Sampson County Registry.

AND SUBJECT TO that certain easement conveyed to the Town of Newton Grove by deed recorded in Book 1127, Page 959 of the Sampson County Registry.

The property hereinabove described was acquired by Joe Britt Warren by deed recorded in Book 608, Page 445 of the Sampson County Registry. Joe Britt Warren died testate, a citizen and resident of Sampson County, North Carolina, on December 27, 2003 and devised the property hereinabove described to his four children, Willie W. Schmidt, David E. Warren, Kenneth E. Warren, and Joe B. Warren, Jr. pursuant to Article II, Section 3 of his Last Will and Testament (see Sampson County Estate File No. 03 E 530). Kenneth E. Warren subsequently died testate, a citizen and resident of Sampson County, North Carolina, on March 11, 2020, and devised his undivided interest in the property hereinabove described to his siblings, Willie W. Schmidt and Joe B. Warren, Jr., pursuant to Article II, Section I of his Last Will and Testament (see Sampson County Estate File No. 21 E 173).

(Sampson County Parcel ID No. 11-1063240-07)

TRACT 7: All that certain lot or parcel of land situated in Newton Grove Township, Sampson County, North Carolina and more particularly described as follows:

BEING all of that certain parcel containing 5.85 acres, more or less, as shown on a map entitled: "The George B. Rose Land", prepared by Richard L. Kerr, Registered Land Surveyor, dated September 9, 1976, a copy of said map being attached to that certain deed recorded in Book 1020, Page 584 of the Sampson County Registry.

(Sampson County Parcel ID No. 11-1063241-01)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: October 3, 2022	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Consideration of Clinton-Sampson Airport Hangar Lease

DEPARTMENT: Airport/Legal

PUBLIC HEARING: No

CONTACT PERSON(S): Joel Starling, County Attorney

PURPOSE: To consider lease of property for airport hanger

ATTACHMENTS: Attorney Memo; Notice of Lease; Resolution Authorizing Lease of Real Property

BACKGROUND:

The County and City have been in negotiations with a prospective tenant, Moore's Aerial Applicators, LLC, and Michael K. Rivenbark, for an airport hangar lease. Under the terms of the proposed lease agreement, the tenant would lease a 1.51± acre portion of the main Airport parcel and construct an 80' x 80' hangar which would become the property of the County and the City. The initial lease term would be for a period of thirty (30) years.

The matter was initially noticed for the August 1, 2022 regular meeting but was continued to the September 12, 2022 meeting to give the tenant additional time to provide needed information to the County and the City. Prior to the September regular meeting, the tenant requested a change to the rent provisions of the lease, which required that a new public notice to be published. The terms of the proposed lease have since been finalized, and the matter is ready for Board consideration.

RECOMMENDED ACTION OR MOTION:

Adopt the resolution authorizing lease of real property

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

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: September 20, 2022
RE: Clinton-Sampson Airport Hangar Lease

On June 30, 2022, the North Carolina General Assembly enacted a local act, S.L. 2022-21(S.B. 755), allowing Sampson County and the City of Clinton to enter into leases of up to thirty (30) years at the Clinton-Sampson Airport without following the procedures required for the sale of real property, as would otherwise be required under Article 12 of Chapter 160A of the North Carolina General Statutes. The County and City have been in negotiations with a prospective tenant, Moore's Aerial Applicators, LLC and Michael K. Rivenbark. Under the terms of the proposed lease agreement, the tenant will lease a 1.51± acre portion of the main Airport parcel and construct an 80' x 80' hangar which will become the property of the County and the City. The lease term will be for a period of thirty (30) years.

The matter was initially noticed for the August 1, 2022 regular meeting but was continued to the September 12, 2022 meeting to give the tenant additional time to provide needed information to the County and the City. Prior to the September regular meeting, the tenant requested a change to the rent provisions of the lease, which required that a new public notice to be published. The terms of the proposed lease have since been finalized, and the mater is ready for Board consideration.

Materials:

1. Notice of Lease
2. Airport Hangar Lease
3. Resolution Authorizing Lease of Real Property

PUBLIC NOTICE
LEASE OF PROPERTY

The Sampson County Board of Commissioners and the City of Clinton Council intend to enter into a lease of the following jointly owned property located in South Clinton Township, Sampson County, North Carolina:

An approximately 1.51 acre area that is a portion of the tract or parcel of land depicted on that certain map of survey recorded in Map Book 14, Page 75 of the Sampson County Registry, which is assigned Sampson County PIN 15-0103919-01 by the Sampson County Tax Office. The leased premises abuts Barnstormers Lane to the northeast and is a portion of the real property that constitutes the Clinton-Sampson Airport.

The County and City intend to lease the above-described property to Moore's Aerial Applicators, LLC and Michael K. Rivenbark (collectively, the Tenant) for a period of 30 years. In consideration of the lease, the Tenant will construct an approximately 80 foot by 80 foot hangar and other improvements on the jointly owned County-City property and will pay the County and City an annual rent as follows: \$2,000.00 per year during the first 10 years of the lease, \$3,000.00 per year during the second 10 years of the lease, and \$4,000.00 per year during the final 10 years of the lease. Tenant shall also pay the County and City an amount equal to its pro-rated share of any utility bills that the County and City pay on the Tenant's behalf.

Because the property is jointly owned by the County and the City, the lease must be approved by Sampson County and the City of Clinton. All persons interested in this lease are invited to attend the regular meeting of the Sampson County Board of Commissioners, to be held in the County Auditorium, located at 437 Rowan Rd., Clinton, NC 28328, on Monday, October 3, 2022 at 6:00 p.m. At that time the Board of Commissioners intends to authorize the lease of the property described above. All persons interested in this lease are further invited to attend the regular meeting of the Clinton City Council, to be held in the City Hall Auditorium, located at 221 Lisbon St., Clinton, NC 28328, on Tuesday, October 4, 2022 at 7:00 p.m. At that time the City Council intends to authorize the lease of the property described above.

Date published: August 31, 2022

RESOLUTION AUTHORIZING LEASE OF REAL PROPERTY

WHEREAS, Sampson County and the City of Clinton are authorized to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate airports and landing fields for the use of airplanes and other aircraft pursuant to N.C. Gen. Stat. § (“G.S.”) 63-2 and G.S. 63-3; and

WHEREAS, Sampson County and the City of Clinton have previously, pursuant to the aforementioned statutory authority, established an airport known as the Clinton-Sampson Airport (the “Airport”), located at 115 Sampson Airport Road, Clinton, North Carolina; and

WHEREAS, Sampson County and the City of Clinton are further authorized to lease real property acquired or set aside for airport purposes to private parties and determine the charge or rental for the use of any such property under its control; and

WHEREAS, Sampson County and the City of Clinton are further authorized pursuant to S.L. 2022-21 to lease property at the Clinton-Sampson Airport for up to thirty (30) years without following the procedures authorized for the sale of real property; and

WHEREAS, Moore’s Aerial Applicators, LLC and Michael K. Rivenbark (collectively, “Tenant”) wish to lease from Sampson County and the City of Clinton for the purpose of aircraft hangar storage and office space the following real property:

An approximately 1.51 acre area that is a portion of the tract or parcel of land depicted on that certain map of survey recorded in Map Book 14, Page 75 of the Sampson County Registry, which is assigned Sampson County PIN 15-0103919-01 by the Sampson County Tax Office. The leased premises abuts Barnstormers Lane to the northeast and is a portion of the real property that constitutes the Clinton-Sampson Airport. For a more complete depiction of the leased premises, see the map of survey attached hereto and incorporated herein by reference.

WHEREAS, Sampson County and the City of Clinton wish to lease to Tenant the real property described herein in order to improve the operations and efficiencies of the Airport; and

WHEREAS, the term of the proposed lease is for thirty (30) years; and

WHEREAS, in consideration of the lease, Tenant will construct at Tenant’s sole expense an approximately 80 foot by 80 foot hangar and other improvements on the leased premises and will pay Sampson County and the City of Clinton an annual rent of \$2,000.00 per year during the first ten (10) years of the lease, \$3,000.00 per year during the second ten (10) years of the lease, and \$4,000.00 per year during the final ten (10) year term of the lease, as well as any utility charges that may be incurred by Sampson County and the City of Clinton in connection with the Tenant’s use of the leased premises and improvements; and

WHEREAS, notice of the County’s intent to approve said lease was published in the Sampson Independent on August 31, 2022, and the Board of Commissioners is convened in a regular meeting.

NOW, THEREFORE, BE IT RESOLVED that Sue L. Lee, Chair of the Sampson County Board of Commissioners, is hereby authorized to execute on behalf of Sampson County a Lease Agreement with Moore’s Aerial Applicators, LLC and Michael K. Rivenbark, in form substantially similar to the Airport Hangar Lease included in the Board of Commissioners October 3, 2022 regular meeting agenda materials.

ADOPTED, this the 3rd day of October, 2022.

SUE L. LEE, Chair,
Sampson County Board of Commissioners

ATTEST:

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

STATE OF NORTH CAROLINA

AIRPORT HANGAR LEASE

COUNTY OF SAMPSON

THIS AIRPORT HANGAR LEASE (“Agreement”) is made and entered into the 4th day of October, 2022 (the “Effective Date”) by and between SAMPSON COUNTY, a body corporate and politic and a political subdivision of the State of North Carolina, and THE CITY OF CLINTON, a North Carolina municipal corporation (collectively, the “Owner”); and MOORE’S AERIAL APPLICATORS, LLC, a North Carolina limited liability company, and MICHAEL K. RIVENBARK, a resident of Carteret County, North Carolina (collectively, the “Tenant”). The Owner and the Tenant may be referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Owner is authorized to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate airports or landing fields for the use of airplanes and other aircraft pursuant to N.C. Gen. Stat. § (“G.S.”) 63-2 and G.S. 63-3; and

WHEREAS, Owner has previously, pursuant to the aforementioned statutory authority, established an airport known as the Clinton-Sampson Airport (the “Airport”), located at 115 Sampson Airport Road, Clinton, North Carolina; and

WHEREAS, Owner is further authorized to lease real property acquired or set aside for airport purposes to private parties and determine the charge or rental for the use of any such property under its control; and

WHEREAS, Owner is further authorized pursuant to S.L. 2022-21 to lease property at the Clinton-Sampson Airport for up to thirty (30) years without following the procedures authorized for the sale of real property; and

WHEREAS, Tenant wishes to lease from Owner certain real property referenced herein for the purpose of aircraft hangar storage, as more particularly set forth in this Agreement; and

WHEREAS, Owner wishes to lease to Tenant the real property described herein in order to improve the operations and efficiencies of the Airport;

NOW, THEREFORE, for and in consideration of the rent specified herein, the mutual covenants and agreements of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, their successors and assigns, hereby incorporate the above recitals and mutually agree as follows:

AGREEMENT

1. **Leased Premises.** Owner hereby leases to Tenant, and Tenant hereby leases from Owner a portion of a certain tract or parcel of land lying and being in South Clinton Township,

Sampson County, North Carolina, containing approximately 1.51 acres, said tract or parcel being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”), together with a temporary, non-exclusive right of pedestrian and vehicular ingress, egress, and access to and from the Premises and the public road known as Sampson Airport Road and a temporary, non-exclusive pedestrian, vehicular, and aircraft traffic right of ingress, egress, and access to and from the Premises and all runways and taxiways located upon the Airport as provided in Paragraph 4 of this Agreement. The rights of access referenced herein shall be referred to as the “Easements”.

2. Construction of Improvements on Premises. Tenant shall, at Tenant’s sole cost and expense, construct (or, with respect to the existing storage building identified below, renovate by adding a door and painting the storage building to match the metal hangar, and with respect to the existing office building identified below, renovate) the following improvements on the Premises (the “Improvements”). Construction of the Improvements shall be in accordance with plans and specifications which shall be prepared at Tenant’s expense (the “Site Plan”) and which shall be subject to review and approval by the Owner and the Owner’s engineers prior to the commencement of construction. The construction shall be completed in a workmanlike manner and shall result in there being located on the Premises the following Improvements:

- a. 80’ x 80’ x 18’ metal hangar;
- b. 70’ x 35’ x 18’ metal storage building;
- c. Water line extensions and taps and any required septic system;
- d. 32’ x 16’ x 10’ office building; and
- e. Any other required utility extensions.

Tenant’s construction of the Improvements shall comply fully with all applicable zoning ordinances, building codes, Federal Aviation Administration (“FAA”), North Carolina Department of Transportation, Division of Aviation (“DOA”), and local regulatory requirements, including the Manual of Airport Rules and Regulations and Minimum Commercial Operator Standards for the Airport (the “Airport Rules”), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as said ordinances, codes, and regulations exist at the time of construction and as the same may be amended from time to time. Owner shall, in its absolute discretion, approve all plans and specifications for the Improvements, including, but not limited to, the Site Plan, prior to commencement of construction and shall approve the completed Improvements before they are occupied and used by Tenant. The Parties agree that Tenant shall have completed all construction and required renovations and that the Premises shall be occupied and used by Tenant on or before December 31, 2023. In the event that Tenant does not construct the Improvements as provided herein and within the time period set forth herein, Owner may terminate this Agreement, and thereafter, neither Party shall have any further obligations pursuant to this Agreement.

3. Ownership of Improvements. Notwithstanding Tenant’s construction of the Improvements at Tenant’s expense, the Improvements and any other structures built upon or

fixtures affixed to the Premises by Tenant or any other person or entity, whether built or affixed with or without Owner's permission, shall be the sole and exclusive property of the Owner, and Tenant shall have no right to remove any of the Improvements, other structures, or fixtures prior to or after the termination of this Agreement. The provisions of this Paragraph shall survive termination of this Agreement and shall apply irrespective of the reason for the expiration or termination hereof.

4. Easements. The initial location of the Easements identified in Paragraph 1 of this Agreement shall be in such locations as are identified by Owner. The Easements may be relocated from time to time by Owner; provided, however, that Tenant shall at all times have and enjoy access to the Premises and the Airport during the term of this Agreement. The Easements shall be temporary in nature and shall terminate upon the expiration or termination of this Agreement.

5. Term. This Agreement shall take effect on the Effective Date and shall continue for a term of thirty (30) years (the "Term"). This Agreement may be terminated prior to the expiration of the Term in accordance with the termination provisions hereof.

6. This section is intentionally deleted.

7. Rent. Tenant shall pay the Owner in advance, without notice, demand, deduction or set off, the following amounts (collectively, the "Rent") as more particularly set forth below:

a. During the first ten (10) years of the Term, Tenant shall pay the Owner an annual rental of Two Thousand and No/100 Dollars (\$2,000.00) on or before October 30th of each year;

b. During the second ten (10) years of the Term, Tenant shall pay the Owner an annual rental of Three Thousand and No/100 Dollars (\$3,000.00) on or before October 30th of each year;

c. During the final ten (10) years of the Term, Tenant shall pay the Owner an annual rental of Four Thousand and No/100 Dollars (\$4,000.00) on or before October 30th of each year.

d. In the event a utility supplied to the Premises is not separately metered, Tenant shall also pay to Owner, in addition to the amounts set forth above, an amount equal to a portion of the total charges paid by Owner for such utility service actually supplied to the Airport which portion shall be determined as follows: the total charges for the utility in question shall be multiplied by a fraction, the numerator of which is the floor area square footage of the hangar, and storage building, and office building constructed by Tenant pursuant to identified in Subparagraphs 2(a), and 2(b), and 2(d) hereof, and the denominator of which is the floor area square footage of all buildings, including the aforesaid hangar, and storage building, and office building, located upon the Airport and served by said utility. The portion of the Rent comprised of utility charges shall be due and payable within ten (10) days after receipt by Tenant from Owner of an invoice setting

forth the amount of the utility charges actually incurred by Owner or the basis for the calculation of the prorated portion of the utility charges as provided herein. The obligation of Tenant to pay the utility charges shall survive termination of this Agreement in the event that Owner is unable to compute the final invoice for utility charges until after the termination or expiration of the Term of this Agreement.

8. Repairs and Maintenance. Tenant agrees, at Tenant's sole cost and expense, to keep the Premises and the Improvements neat, clean, and orderly at all times and in compliance with all Airport Rules. Further, Tenant agrees to maintain the Premises and Improvements in a safe, workable, and sanitary condition, in good repair and free from obstructions, normal wear and tear excepted. No items whatsoever shall be stored outside of the hangar and storage building. During the Term of this Agreement, Tenant shall maintain, at Tenant's sole cost and expense, the foundations, floors, roofs, structural elements, and exterior walls, and all other elements of the Improvements, normal wear and tear excepted.

9. Compliance with Laws and Regulations.

a. Tenant agrees that, in its operation and use of the Airport, Tenant shall not discriminate against any person in any manner prohibited by Part 21 of the U.S. Department of Transportation Regulations.

b. Tenant shall abide by all rules and regulations concerning operational safety, parking of aircraft and other vehicles, and fire prevention, and all other pertinent rules and regulations promulgated by the Airport, including, but not limited to, the Airport Rules.

c. Tenant shall abide by all zoning laws, building code requirements, and other laws, rules, and/or regulations that are applicable to the Premises and the Improvements.

d. Tenant shall at all times conduct its business in a lawful manner and at all times conform to the rules and regulations of the FAA and the DOA, insofar as they are applicable to Tenant.

e. Tenant shall comply with all laws, rules, and regulations pertaining to the storage and disposal of petroleum products or hazardous materials, as those terms are defined under any federal, state, or local law, rule or regulation, including, but not limited to, any laws, rules, and regulations that apply to aerial applicators.

f. Tenant shall not commit or suffer to be committed in or upon the Premises any act or thing which may unreasonably disturb the quiet enjoyment of any other tenant of the Airport or interfere with the operations of the Airport.

g. Tenant must keep the Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to, Tenant or other obligations incident to Tenant's use and occupancy.

10. Use of Premises. Owner and Tenant agree that this Agreement is for the purpose of operating (i) a hangar for storage, maintenance, and operation of aircraft owned by Tenant; and (ii) storage of items permitted by the Airport Rules that are used by Tenant in connection with its business as an aerial applicator. The Premises shall be used for no other purpose.

11. Subleasing and Assignment. Tenant shall not sublease the Premises or assign its interest in this Agreement without the prior written consent of Owner, which may be withheld in Owner's absolute discretion.

12. Right of Inspection. Owner shall have the right to enter the Premises at all reasonable times during regular business hours to inspect the Premises or to install or maintain utilities located thereon.

13. Environmental Indemnities. Tenant shall indemnify and hold harmless Owner, its elected officials, appointed officials, officers, agents, boards, commissions, councils, employees, and representatives from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney's fees, of any character or nature arising out of or in connection with any injury or damage of any kind resulting from any spill, release, discharge, or disposal of petroleum products or hazardous materials, as those terms are defined under any federal, statute, or local law, rule, or regulation, by Tenant, Tenant's employees, agents, contractors, assigns, or sublessees. The liabilities of Tenant pursuant to the terms of this Paragraph shall include, without limitation, all costs and expenses relating to the cleanup of petroleum products and/or hazardous materials and shall survive the termination or expiration of this Agreement.

14. Damage to or Destruction of Improvements Prior to End of Term. If during the Term of this Agreement any Improvement located upon the Premises is damaged and Tenant determines that the Improvement can be restored to its prior condition within a reasonable time, Tenant shall be entitled to receive and apply the proceeds of any insurance covering such damage to the repair of the Improvement to the condition existing immediately prior to the damage, and any excess proceeds after the repairs are completed shall be retained by Owner. In the event that said insurance proceeds do not cover the total cost of repairs, the remaining cost shall be borne by Tenant. If Tenant determines that the damage to the Improvement cannot be restored within a reasonable time or is uneconomical to repair or restore, Tenant may terminate this Agreement effective as of the date of such damage, in which event Tenant shall be responsible for removing all debris from the Premises, and Tenant shall be entitled to receive the proceeds of any insurance covering such damage. If Tenant fails to remove the debris from the Premises within sixty (60) days after Tenant receives written demand from Owner to do so, Owner may remove the debris, charge the cost of same to Tenant, and deduct said cost from any insurance proceeds to which Tenant would otherwise be entitled hereunder. Nothing herein shall be construed to alter the provisions of Paragraph 3 above regarding ownership of the Improvements by Owner.

15. Insurance. During the Term of this Agreement, the Parties shall maintain in full force and effect the following policies of insurance:

a. Owner shall maintain insurance coverage against property damage to the Improvements located upon the Premises in an amount equal to full replacement cost or repair cost of said improvements;

b. Tenant shall maintain insurance coverage against property damage to any aircraft or other personal property owned by Tenant and located upon the Premises in an amount equal to either the full replacement cost or actual cash value of said property, in Tenant's discretion;

c. Tenant shall maintain comprehensive, general public liability and property damage insurance with a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence for both property damage and personal injury;

d. Tenant shall maintain trade pollution liability or similar coverage with a minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for releases of petroleum, hazardous materials, or other pollutants.

All insurance coverage shall be subject to the following provisions:

(i) Such insurance shall be maintained with an insurance carrier satisfactory to both Owner and Tenant;

(ii) Casualty insurance shall include protection against all hazards covered by the Broad Form Fire and Extended Coverage Form of Insurance Policy in effect in North Carolina from time to time during the Term of this Agreement;

(iii) Casualty insurance policies must name Owner or Tenant, as the case may be, as a co-insured;

(iv) Liability insurance policies must name Owner or Tenant, as the case may be, as a named insured;

(v) Coverage shall be for "occurrences" rather than limited to "accidents";

(vi) All policies shall contain a waiver by the insurance carrier of any right to subrogation;

(vii) All policies shall contain provisions requiring the insurance carrier to give Owner or Tenant, as the case may be, thirty (30) days prior written notice of any cancellation of such insurance, any reduction in coverage, or any other major change in such insurance.

(viii) Copies of all policies and/or certificates of insurance shall be filed by Owner and Tenant with the Sampson County Risk Manager;

Any failure by a party to maintain the insurance required herein shall be sufficient cause for declaration of default and termination of this Agreement by the non-defaulting Party; provided, however, that the non-defaulting Party shall give the defaulting Party thirty (30) days written notice that the defaulting Party has failed to comply with the insurance requirements of this Agreement before the non-defaulting Party may declare a default and terminate this Agreement.

16. Reciprocal Indemnities. To the extent that insurance required by Paragraph 15 of this Agreement does not cover a loss to Tenant or Owner resulting from an act or omission of the other party hereto and to the extent permitted under the North Carolina Constitution, the Party whose acts or omissions caused such loss shall indemnify and hold harmless the Party incurring such loss from and against all claims or actions and all expenses, including reasonable attorney's fees, incidental to the defense of any such claim, litigation, or action based upon or arising out of said act or omission and shall assume and pay, without cost to the Party incurring such loss, the defense of any and all claims, litigation, and actions, whether such claims or actions are rightfully or wrongfully asserted.

17. Notices. Any and all notices to be given under this Agreement shall be given by personal delivery or by delivery to a nationally recognized overnight courier for personal, next-day delivery, all charges prepaid. Delivery shall be deemed to have occurred at the date and time of personal delivery or the date and time of delivery by courier as provided above and as evidenced by a written acknowledgement of receipt by the Party to whom the notice is sent.

Notices to the Owner shall be directed as follows:

Clinton City Manager
City Hall
221 Lisbon Street
Clinton, NC 28328

With a copy (which shall not constitute notice) to:

Sampson County Attorney
406 County Complex Rd., Bldg. C
Clinton, NC 28328

Notice so the Tenant shall be directed as follows:

Moore's Aerial Applicators, LLC
c/o Law Office of Zachary S. Rivenbark, PLLC
107 E. Fremont St.
Burgaw, NC 28425

Owner or Tenant may change the address to which notice is to be given by written notice to the other Party in compliance with this Paragraph

18. Events of Default. The happening of any one or more of the following listed events shall constitute a breach of this Agreement by Tenant and an Event of Default:

a. The failure of Tenant to pay any rent or any other amount payable under this Agreement when due; provided, however, that Owner shall give Tenant ten (10) days written notice of such non-payment and no breach shall occur if Tenant pays the rent or other amount payable within said ten (10) day period.

b. The failure by Tenant to perform any other term or obligation of Tenant pursuant to this Agreement if such failure of Tenant is not cured within thirty (30) days after the receipt by Tenant of written notice from Owner to remedy such default.

c. The assignment or sublease by Tenant of any or all of the Premises in violation of the provisions of this Agreement.

d. A bankruptcy filing by or against Tenant, levy of an execution, attachment, or other taking of property, assets, or the leasehold interest of Tenant in the Premises by process of law or otherwise in satisfaction of any judgment, debt, or claim and the failure of Tenant to cause the dismissal or withdrawal of such action, writ, or order or to provide Owner a bond in the amount of such attachment, taking, judgment, lien, or claim within fifteen (15) days after written demand therefor by Owner.

e. Failure by Tenant to abide by the Airport Rules or any other law, rule, or regulation of any federal, state, or local governmental authority applicable to the Premises and/or Tenant; provided, however, before such failure shall constitute an Event of Default, Owner shall notify Tenant in writing of the law, rule, or regulation which Owner contends is being violated and the action or omission of Tenant violating said rule or regulation, and Tenant shall have a period of thirty (30) days after receipt of said notice in which to comply with said law, rule, or regulation prior to termination of this Agreement.

f. The knowing and willful commission of illegal activities on the Premises by Tenant.

g. If any lien attaches to the Premises, and the same is not released by payment, bond or otherwise within twenty (20) days after Owner notifies Tenant thereof, Owner shall have the option to discharge the same and terminate Tenant's lease, and Tenant shall reimburse Owner within thirty (30) days of notification thereof by the Owner. This remedy shall be cumulative and not exclusive of any other remedies that Landlord may have at law or in equity.

19. Effect of Default. Upon the happening of any Event of Default, as defined in this Agreement, Owner may, at Owner's option and to the extent permitted by law:

a. Terminate this Agreement, re-enter and take possession of the Premises, and avail itself of all rights and remedies allowable at law or in equity, including the recovery

from Tenant of all past due rents, damages, legal costs, and reasonable attorney's fees incurred by Owner in the enforcement of its rights and remedies; or

b. Terminate Tenant's rights to possession and occupancy of the Premises without terminating this Agreement; provided, however, that in that event, Owner shall undertake all commercially reasonable efforts to mitigate Owner's damages.

20. Quiet Enjoyment. Owner covenants with Tenant that said Tenant shall have quiet and peaceable possession of the Premises and temporary, non-exclusive use of the Easements during the Term of this Agreement, free from the claims of any other person or entity, subject, however, to the provisions of Paragraph 21 below.

21. Subordination. The leasehold interest created by this Agreement shall at all times be subordinate to all of the Owner's existing and future agreements with the federal government. To the extent that the terms and provisions of this Agreement and those of any such agreement with the federal government shall conflict, the terms and provisions of the agreement with the federal government shall prevail.

22. Waiver. No waiver by Owner of any default by Tenant in Tenant's performance of any term of this Agreement shall be construed to be a waiver of any subsequent breach of default. The acceptance by Owner of rental payments or the performance by Tenant of any provision of this Agreement, for or during any period of default by Tenant, shall not be deemed a waiver of any right on the part of Owner to declare a default or terminate this Agreement.

23. Miscellaneous.

a. The Paragraph captions in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms or provisions hereof.

b. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, and any action brought to enforce or interpret this Agreement shall be brought only in the courts of Sampson County, North Carolina.

c. The masculine shall include the feminine or neuter, and the singular shall include the plural, as required by context.

d. All terms, covenants, and conditions of this Agreement shall be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto;

e. This instrument and its exhibits constitute the entire agreement between the Parties regarding the subject matter hereof, and neither Owner nor Tenant has relied upon any representation, express or implied, not contained in this Agreement.

f. This Agreement may not be modified or amended orally, but only by a writing executed in the same manner as this instrument.

g. In the event that any term, provision, or covenant herein or the application thereof to any circumstance or situation shall be deemed to be invalid or enforceable in whole or in part, the remainder hereof and the application of said term, provision, or covenant to any other circumstance or situation shall not be affected thereby, and each term, provision, and covenant herein shall be valid and enforceable to the full extent permitted by law.

h. This Agreement has been negotiated between Owner and Tenant. Each Party has had input as to the terms hereof. The terms of this Agreement shall not be construed against or in favor of the Party who had the Agreement typed.

i. All Exhibits attached to this Agreement are incorporated herein by reference.

j. Any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by a party after expiration or termination hereof shall survive such expiration or termination, regardless of the reason for the expiration or termination.

24. Memorandum of Lease. Each Party agrees to execute a Memorandum of Lease in recordable form upon request by the other Party.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal and in such form as to be binding, this the day and year first written above.

OWNER:

SAMPSON COUNTY

By: _____
Sue L. Lee, Chair,
Sampson County Board of Commissioners

[SEAL]

Attest:

Susan J. Holder, Clerk

CITY OF CLINTON

By: _____
Luther D. Starling, Jr., Mayor

[SEAL]

Attest:

Elaine F. Hunt, Clerk

TENANT:

MOORE'S AERIAL APPLICATORS, LLC

By: _____
Michael K. Rivenbark, Member/Manager

MICHAEL K. RIVENBARK, Individually

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

This the ____ day of October, 2022, personally came before me Susan J. Holder, Clerk of the Sampson County Board of Commissioners, who being duly sworn, says that she knows the common seal of the said County of Sampson, and is acquainted with Sue L. Lee, who is Chair of the Sampson County Board of Commissioners, and that she, the said Susan J. Holder, is the Clerk to the Board of Commissioners of said County, and saw the said Chair sign the foregoing instrument, and she, the said Clerk, as aforesaid, affixed said seal to said instrument, and that she, the said Clerk, signed her name in attestation of the execution of said instrument in the presence of the said Chair of the Board of Commissioners of said County.

Witness my hand and official seal, this the ____ day of October, 2022.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

This the ____ day of October, 2022, personally came before me Elaine F. Hunt, Clerk of the City of Clinton, who being duly sworn, says that she knows the common seal of the said City of Clinton, and is acquainted with Luther D. Starling, Jr., who is Mayor of the City of Clinton, and that she, the said Elaine F. Hunt, is the Clerk to the City of Clinton, and saw the said Mayor sign the foregoing instrument, and she, the said Clerk, as aforesaid, affixed said seal to said instrument, and that she, the said Clerk, signed her name in attestation of the execution of said instrument in the presence of the said Mayor of the City.

Witness my hand and official seal, this the ____ day of October, 2022.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, _____, a Notary Public in and for the said County and State, do hereby certify that Michael K. Rivenbark personally appeared before me this day and acknowledged that he is Member/Manager of MOORE'S AERIAL APPLICATORS, LLC and acknowledged, on behalf of MOORE'S AERIAL APPLICATORS, LLC, the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the ____ day of October, 2022.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, _____, a Notary Public in and for the said County and State, do hereby certify that MICHAEL K. RIVENBARK, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the ____ day of October, 2022.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

[Insert survey map provided by surveyor.]

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: October 3, 2022	<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: Award of Bid for Construction of Storage Building for Sheriff's Office and Emergency Services

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Lin Reynolds, Public Works Director

PURPOSE: To consider award of bid for the construction of the Sheriff's Office/Emergency Services Storage Building

ATTACHMENTS: None (to be provided at the meeting)

BACKGROUND:

Sampson County sought and received grant funding in the amount of \$3.0 million for the construction of a storage building serving the needs of the Sheriff's Office and Emergency Services. At your August meeting, the Board approved the facility design and authorized bid of the project. Only two bids were received at the first scheduled bid opening, so the project was readvertised for bid. At the time of agenda preparation, bids were scheduled to be opened on September 28th and be subsequently reviewed by our architect for award recommendation. Staff will provide bid information and recommendation for award at your meeting. Should all bids exceed the budget for the project, this matter will be tabled.

RECOMMENDED ACTION OR MOTION:

Award the bid for construction of the storage building as recommended

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: October 3, 2022	<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 checked="" type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Water District - Award of Bid for Construction of Elevated Storage Tanks

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Lin Reynolds, Public Works Director
David Ross, Assistant Project Manager/Dewberry Engineers

PURPOSE: To consider award of bid for the construction of elevated storage tanks

ATTACHMENTS: None (to be provided at the meeting)

BACKGROUND:

As noted at your September meeting, the County advertised for bids for the construction of an elevated water tank and scheduled an original bid opening for September 8, 2022. The bids could not be opened at that time as only two bids were received. The bids were readvertised and opened on September 22, 2022. Dewberry Engineers are reviewing the bids at the time of agenda preparation and will bring a recommendation for award at this meeting.

RECOMMENDED ACTION OR MOTION:

Award the bid for construction of the elevated storage tanks as recommended by Dewberry engineering firm

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **3 (d)**

Meeting Date: October 3, 2022	<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: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Jerol Kivett

PURPOSE: To consider appointments to various boards and commissions

Workforce Development Board

There is one additional appointment for the Workforce Development Board – Roseboro Mayor Alice Butler.



September 19, 2022

Alice Butler, Mayor
Town of Roseboro
PO Box 848
Roseboro, NC 28382
VIA EMAIL: mayor@roseboronc.com

Dear Mayor Butler:

Congratulations, you have been appointed to be a member of the Mid-Carolina Workforce Development Board. Your term appointment will begin on October 4, 2022 and will end on June 30, 2025. You have been appointed to serve as a regional ex-officio member.

Thank you for agreeing to serve as a member and your commitment to addressing workforce challenges throughout the Mid-Carolina Region. Please feel free to contact me with any questions, concerns, or input.

Sincerely,

Lewis W. Weatherspoon

Lewis W. Weatherspoon
Chief Local Elected Official, Mid-Carolina Workforce Development Consortium
Chair, Harnett County Board of Commissioners

6205 Raeford Road
Fayetteville, North Carolina 28304
910-323-4191

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: October 3, 2022	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

As Board of Commissioners

- a. Approve the minutes of the September 12, 2022, September 21, 2022, and September 26, 2022 meetings
- b. Approve a request from Sampson-Clinton Public Library to apply for and accept (if awarded) Grassroots Arts Program Grant funding
- c. Accept a Dollar General Youth Literacy Grant Award in the amount of \$3,000 for children's literacy programs/materials
- d. Declare as surplus a Sig Sauer 9mm pistol (serial number 47A065112) and authorize transfer of the service weapon to retiring employee Christopher Oates
- e. Adopt a resolution requesting NCDOT add Enterprise Drive to the state secondary roads system
- f. Authorize the execution of the EMS Clinical Internship Agreement between Sampson County and Clinton City Board of Education
- g. Approve the execution of contracts between Sampson County (DSS) and non-emergency medical transportation service providers: The Gardens of Roseboro and The Magnolia
- h. Adopt a resolution authorizing execution of the Interlocal Agreement for Tax Collection with the Town of Autryville
- i. Approve the Sampson County Ingestion Pathway Zone (IPZ) Emergency Plan
- j. Approve late applications for disabled veterans tax exclusions for Charlie Junior Robinson, Darrell Wilson, and Michael F. Jones
- k. Approve the tax refunds and releases as submitted
- l. Approve budget amendments as submitted

Continued Next Page

As Board of Health

- m. Approve the Tobacco Free Campus Policy Update
- n. Approve a Fee/CPT Code Update
- o. Approve the Fiscal Services Policy Update

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, September 12, 2022, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

Chairperson Sue Lee called the meeting to order and turned the meeting over to Vice Chairperson Kivett. Vice Chairperson Kivett acknowledged Boy Scout Troop 27 and called upon Brady Warren, who provided the invocation. Troop 27 then led the Pledge of Allegiance.

Item 1: Planning & Zoning Items

R22-06: Request by Rhetson Companies, Inc. to Rezone 2.27 Acres (Parcel 17016585801) from Residential Agricultural (RA) to Commercial (C) Chairperson Lee opened a public hearing and called upon Planner Michelle Lance to review a rezoning request from Rhetson Companies, Inc. The request is to rezone 2.27 acres of an existing 4.61-acre parcel from Residential Agricultural (RA) to Commercial (C). The Planning Board determined the proposed rezoning to be consistent with the Sampson County Land Use Plan and voted 4-0 to recommend the proposed rezoning to the Sampson County Board of Commissioners. Chairperson Lee opened the floor for public comment, and hearing none, closed the public hearing. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution approving R22-06, having found the proposed rezoning consistent with the Sampson County Land Use Plan. (Copy filed in Inc. Minute Book _____, Page _____.)

R22-07: Request by College Street Properties, LLC to Rezone 1.13 Acres (Parcel 14095282001) from Mixed Residential (MRD) to Commercial (C) Ms. Lance reviewed a request from College Street Properties, LLC to rezone 1.13 acres from Mixed Residential (MRD) to Commercial (C). The Planning Board determined that the proposed rezoning was consistent with the Sampson County Land Use Plan and voted 3-0 (with one abstention) to recommend the proposed rezoning to the Sampson County Board of Commissioners. Chairperson Lee opened a public hearing and opened the floor for public comments. Hearing none, she closed the public hearing. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt a resolution approving R22-07, having found the proposed rezoning consistent with the Sampson County Land Use Plan. (Copy filed in Inc. Minute Book _____, Page _____.)

Item 2: Public Hearings

Public Hearing Regarding Conveyance of Certain Real Property Previously Acquired for Economic Development Purposes (Roseboro - Project Steel) Chairperson Lee opened a public hearing and called upon Ray Jordan to represent the Sampson County Economic Development Commission. Pursuant to G.S. 158-7.1, the County is required to hold a public hearing before the sale of property previously acquired for economic development purposes. Mr. Jordan discussed the conveyance of a fee simple interest in a 17.12 ± acre parcel to North Carolina

Welding, LLC, a North Carolina limited liability company, at a proposed price of \$375,000. Attorney Starling added that as a result of the survey, there is technically an encroachment of a shed on one of the property lines, and that language will be modified to clarify that the existing setbacks are suitable to maintain nonconforming status. Chairperson Lee opened the floor for public comments, and Assistant County Manager Susan Holder stated that the County received a letter of support from the Mayor of the Town of Roseboro (included in the Board's agenda). Hearing no other comments, Chairperson Lee closed the public hearing. Upon a motion by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to adopt a resolution approving the conveyance of property and authorizing execution of an Agreement of Purchase and Sale (substantially similar to the one included in the agenda) and the deed. (Copy filed in Inc. Minute Book _____, Page _____.)

Public Hearing Regarding Amendments to the Economic Development Budget for FY 22-23 Chairperson Lee opened the public hearing and called upon Finance Officer David Clack. Mr. Clack discussed amendments to the Economic Development budget, namely bringing forward from the FY 21-22 budget: NC Commerce Building Reuse Grant funds, NC Commerce Industrial Development Grant funds, and land purchase diligence and closing costs. Chairperson Lee opened the floor for public comments. Hearing none, she closed the public hearing. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the amendments to the Economic Development budget as requested (by approval of the enclosed budget amendment). (Copy filed in Inc. Minute Book _____, Page _____.)

Item 3: Action Items

Airport - Update on Clinton-Sampson Hangar Lease Chairperson Lee called upon County Attorney Joel Starling for an update on the Hangar Lease at the Clinton-Sampson Airport. Attorney Starling explained that the County and City have been in negotiations with a prospective tenant, Moore's Aerial Applicators, LLC and Michael K. Rivenbark, for an airport hangar lease. Under the terms of the proposed lease agreement, the tenant would lease a 1.51± acre portion of the main Airport parcel and construct an 80'X80' hangar which would become the property of the County and the City. The initial lease term would be for a period of twenty (20) years, and the tenant would have the option to renew for an additional ten (10) year renewal term. Because negotiations are still underway, a new notice of public hearing has been published to consider the matter at the Board's October 3, 2022 meeting. Upon a motion by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to continue the matter until the October 3, 2022 meeting.

Cooperative Extension - Adoption of Revised Voluntary Agricultural District Ordinance, Appointment of VAD Committee and Acceptance of Grant Funding for VAD Program Chairperson Lee called upon Agricultural Extension Agent Eileen Coite who informed the Board of three items for consideration. Ms. Coite explained that back in 2001 the County adopted an ordinance establishing a Voluntary Agricultural District Program to support and promote farmland preservation. The ordinance has been updated, and Ms. Coite reviewed the proposed changes. Upon a motion by Chairperson Lee and seconded by Commissioner

Godwin, the Board voted unanimously to adopt the Voluntary Agricultural District Ordinance as revised. (Copy filed in Ordinance Book ____, Page ____.) Ms. Coite then advised the Board that as part of the VAD program's restructuring, Cooperative Extension has recommended the appointment of a new VAD Committee as follows:

District 1: Jennifer Daniels (2-year term), Tammy Peterson (3-year term)

District 2: Henry Faison (3-year term), Nelson Powell (2-year term)

District 3: Kent Fann (4-year term)

District 4: Morgan Moore (4-year term)

District 5: Dixie Jordan (4-year term)

Ex-officio members: Eileen Coite (Cooperative Extension), Anita Lane (Register of Deeds), Melanie Harris (Soil and Water Conservation) and Jim Johnson (Tax Administration)

Upon a motion by Chairperson Lee and seconded by Vice Chair Kivett, the Board voted unanimously to appoint the VAD Committee as recommended. Finally, Ms. Coite informed the Board that Cooperative Extension had secured funds through an Agricultural Development and Farmland Preservation Trust Fund Grant with the NC Department of Agriculture to support the VAD program. These funds will be used in the coming months to replace existing VAD member farm signs, provide new member signs, and promotional signs. Upon a motion by Chairperson Lee and seconded by Vice Chair Kivett, the Board voted unanimously to accept Farmland Preservation Trust Fund Grant funds and authorize execution of grant contract documents. (Copy filed in Inc. Minute Book ____, Page ____.)

Water District Projects Chairperson Lee called upon Public Works Director Lin Reynolds and David Ross of Dewberry Engineers. Mr. Reynolds acknowledged Commissioner Lethia Lee for her involvement in these water projects, and introduced David Ross, who presented information regarding ongoing and upcoming water projects. Mr. Ross informed the Board that the County will submit funding applications to NCDEQ/DWI for the Fall 2022 funding cycle for two projects - the Mintz Area Water Main Distribution System and the Suttontown Area Distribution System. Mr. Ross reviewed the project descriptions and requested the adoption of resolutions authorizing submission of the funding applications. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt the resolutions approving the Mintz Area Water Main Distribution System and the Suttontown Area Distribution System applications. (Copy filed in Inc. Minute Book ____, Page ____.)

Mr. Ross then reviewed a proposed resolution adopting a Well Head Protection Program, a voluntary program intended to assist in protecting the system's water supply from contamination, to identify vulnerable areas around our wells, and to make residents and businesses aware that chemicals and other pollutants spilled or dumped in the vicinity of the "Wellhead Protection Area" can be drawn into the wells, possibly contaminating the system's drinking water supply. Upon a motion by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to adopt the resolution approving the Well head Protection Plan. (Copy filed in Inc. Minute Book ____, Page ____.)

Mr. Ross then informed the Board that only two bids were received for the Elevated Storage Tank project near Midway Elementary School and in Roseboro (ARPA projects), and that by law, three must be received in order to open bids. The bidding will be readvertised with a new bid opening date of September 22, 2022. Once the bids have been received and reviewed, Mr. Ross and his team will work together with Mr. Starling to recommend an award for the next Board of Commissioners meeting.

Finally, Mr. Ross shared that the County had received confirmation of the State’s intent to fund our Ivanhoe water project. Mr. Ross reviewed the proposed plans to develop a water supply and distribution system to serve the community. Commissioner Lethia Lee, who worked diligently to bring water to the southern portion of the county, provided remarks and introduced Mr. Russell DeVane of Ivanhoe. Mr. DeVane stated that he was proud to live in Ivanhoe, and thanked God for the County Commissioners and everyone who worked on this project.

Sampson Area Transportation – Authorization to Apply for Annual State Transportation Grant Funding and Certification of Local Funding Chairperson Lee called upon Transportation Director Rosemarie Oates-Mobley who informed the Board that each year the County applies to the North Carolina Department of Transportation for Community Transportation Funding, which is used by Sampson Area Transportation to coordinate existing transportation programs operating in Sampson County and to provide transportation services within our communities. Sampson Area Transportation requested approval to apply for funding as follows:

CTP/5311 Funding (Admin Expenses)	\$285,000	Requires 15% local match of \$42,750
Capital (Vehicles, Computers)	\$250,000	Requires 20% local match of \$50,000
5310 Elderly/Disabled Services	\$40,000	Requires 50% local match (in kind) of \$20,000
Total Grant Requests	\$575,000	Total Local Share \$112,750

The grant match amounts will be budgeted later in the FY 23-24 Sampson Area Transportation budget. Ms. Oates-Mobley requested that the Board hold the required public hearing on this funding at the November 7, 2022 meeting. Upon a motion by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to authorize submission of transportation grant application documents, including the Certifying Resolution which designates the County Manager as the authorized official and to schedule a public hearing on the funding for November 7, 2022. (Copy filed in Inc. Minute Book _____, Page _____.)

Appointments – Workforce Development Board Chairperson Lee called upon Vice Chairperson Kivett who made a motion to appoint Bartley Warren, Chuck Spell, Jeff Nethercutt, and Hugh Carr to the Workforce Development Board. Upon a second by Chairperson Lee, the Board voted unanimously to make these appointments. Also representing Sampson County on the Workforce Development Board (ex-officio) will be Amanda Bradshaw (representing Education), Stephen Barrington (representing Economic Development), and Dr. David Goodin and Dr. Wesley Johnson (representing K-12 Leaders.)

Item 4: Consent Agenda

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

- a. Approved the minutes of the August 1, 2022 meeting
- b. Approved a request from Sampson-Clinton Public Library to surplus and discard withdrawn materials pursuant to the library's Materials Selection Policy and the County's Records Retention Policies
- c. Accepted LSTA 2022-2023 ASRL Scholarship grant in the amount of \$1,500 to allow staff member to attend conference
- d. Approved the Sampson Area Transportation System Safety Plan for 2022 (Copy filed in Inc. Minute Book ____, Page ____.)
- e. Approved the Local Child Care Policy for Sampson County Department of Social Services (Copy filed in Inc. Minute Book ____, Page ____.)
- f. Approved the execution of contracts between Sampson County (DSS) and service providers: Reagan E. Warren (Legal Services); Corinne Railey (Legal Services); K & A Morrissey Cleaning Service; Just-Rite Cleaning Service; Vanguard Professional Staffing, Inc.; and Sampson County Department of Aging (Copies filed in Inc. Minute Book ____, Page ____.)
- g. Authorized execution of the Sampson County Department of Aging Assistance Policy for the 2022 Cycle of the Urgent Repair Program
- h. Authorized execution of the 2022-2023 agreement between Sampson County and State Department of Agriculture and Consumer Services for the protection, development, and improvement of forest lands in Sampson County (Copy filed in Inc. Minute Book ____, Page ____.)
- i. Adopted a resolution creating a special revenue fund for the Opioid Settlement funding (Copy filed in Inc. Minute Book ____, Page ____.)
- j. Authorized execution of the Memorandum of Understanding between the Sampson County Child Advocacy Center and the Sampson County Health Department (Copy filed in Inc. Minute Book ____, Page ____.)
- k. Ratified the Minority Business Participation Outreach Plan (Copy filed in Inc. Minute Book ____, Page ____.)
- l. Approved late applications for disabled veterans tax exclusions for Jerry L. Lee, Nathan J. Lassiter, Lloyd G. Brown, Johnnie Lee Warren, Jr., Nathan T. McKee, Willie Ray Moore, and Carlton D. Crenshaw

m. Approved the tax refunds and releases as submitted

#9945	Jennifer Lewis	\$103.82
#9960	Felicia Melvin	\$212.60
#9968	Rafaela Serrano	\$180.83
#9970	Moore's Produce Inc.	\$108.80
#9972	Catherine Lorraine Bullard	\$184.33
#9976	Tilda Herring	\$362.30
#9977	Audrey H. Lea	\$176.21
#9978	Sally Pope	\$148.81
#9983	David Junior Locklear	\$343.84
#9985	Holland, Poole, Holland & Sanderson	\$324.11
#9981	Roger Register	\$163.27
Tax Release	Michelle Ann Eiholzer	\$231.25
Tax Release	Christina C. Matthews	\$416.25
Tax Release	Roger Register	\$163.27
Tax Release	Cisco Systems Capital Corp	\$1,281.88

n. Approved budget amendments as submitted

<u>EXPENDITURE</u>		Various		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11343200	535200	Maint/Repair Equipment	\$3,649.	
11141210	544000	Contracted Services	\$2,000.	
16145000	554001	Capital Outlay Vehicles State	\$404,718.	
16145000	554002	Capital Outlay Vehicles Local	\$44,969.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409800	Fund Balance Approp Encumbrances	\$5,649.	
16134500	403612	State Vehicle Grant	\$404,718.	
16134500	409800	Fund Balance Approp Encumbrances	\$44,969.	

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	526202	Department Supplies Grant	\$35,270.	
11243100	526230	Equipment Grant	\$178.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409900	Fund Balance Appropriated	\$35,448.	

<u>EXPENDITURE</u>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568416	LIHWAP (Water Assistance)	\$130,332.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403316	LIHWAP (Water Assistance)	\$130,332.	

<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	549100	Dues and Subscriptions	\$348.	
11761100	526200	Departmental Supplies	\$219.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	408401	Donations	\$567.	

<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	526200	Departmental Supplies	\$32,699.	
11761100	526201	Departmental Supplies - Equipment	\$20,000.	
11761100	544000	Contracted Services	\$10,000.	
11761100	544200	Cultural Programs	\$5,000.	
11761100	531100	Travel	\$1,000.	
11761100	529900	Misc Expenses	\$350.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	403632	State Aid – One Time Grant	\$69,049.	

<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	549100	Dues and Subscriptions	\$52.	
11761100	526200	Departmental Supplies	\$200.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	408900	Misc Revenue	\$252.	

<u>EXPENDITURE</u>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
82558750	524100	URP - Materials	\$70,800.	
82558750	529901	URP – Soft Cost	\$14,000.	
82558750	544000	URP – Contracted Services	\$47,200.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
82035875	403605	URP – NCHFa	\$132,000.	

<u>EXPENDITURE</u>		Airport		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141250	557000	Capital Outlay Land	\$216,000.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034125	403623	City of Clinton Contribution	\$75,000.	
11034125	408900	Miscellaneous Revenue	\$141,000.	

<u>EXPENDITURE</u>		Schools Capital Outlay		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110	555030	Category 1 Capital Outlay City	\$350,796.	
11659110	555031	Category 2 Capital Outlay City	\$78,876.	

11359110	555032	Category 3 Capital Outlay City	\$40,000.	
11659110	550000	Unallocated Capital Outlay		\$196,379.
19959110	582096	Transfer to General Fund	\$273,293.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
19932320	409900 Fund Balance Appropriated	\$273,293.	
11035911	409612 Transfer for School Capital Reserve	\$273,293.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
15981530	509700 Contingency	\$282,933.	
15981530	519900 Other Professional Services	\$31,049.	
15981530	551000 Capital Outlay Furniture and Equipment	\$569,705.	
15981530	552000 Capital Outlay Data Processing	\$749,119.	
15981530	555000 Capital Outlay Other Equipment	\$74,500.	
15981530	558100 Construction Costs	\$265,451.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15038153	420000 NC 911 PSAP Grant	\$1,972,757.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141250	557000 Airport Capital Outlay Land	\$216,000.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034125	403623 City of Clinton Contribution	\$75,000.	
11034125	408900 Miscellaneous Revenue	\$141,000.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
4549520	526200 Cooperative Extension Departmental Supplies	\$2,000.	
4549520	531100 Travel	\$2,315.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
4034952	403601 Grant – Eastpointe	\$4,315.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	545000 Health - WIC Insurance & Bonds	\$3,000.	
12551670	531100 Travel	\$3,000.	
12551670	526200 Department Supplies	\$2,765.00	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000 State Assistance	\$8,765.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
2558800	525600 Aging Nutrition – Department Supplies	\$300.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
2035880	408401 Nutrition – Donations	\$300.	

Item 5: Board Information

The Board received the following items as information only:

- a. Appropriations of State Capital Infrastructure Fund (SCIF) Grant Funds
- b. Invitation to Annual Budget Presentation meeting with the SRMC Board of Trustees (September 26, 2022)

Item 6: County Manager’s Report

County Manager Ed Causey called the Board’s attention to the Board Information section of the agenda, specifically the section regarding SCIF Grant Funds. He commended the individuals and senators who worked on securing these funds. He also reminded the Board of the SRMC Annual Meeting. Mr. Causey then discussed a proposed workshop regarding budget preparations, the general fund, and the County’s financial status, along with Human Resources issues. He noted that this workshop will allow citizens of Sampson County to be better informed on local government practices. Mr. Causey proposed to hold the workshop on Wednesday, September 21, 2022 at 9:00 A.M. in the Commissioners Board Room at 435 Rowan Road, Clinton, North Carolina.

Item 7: Public Comment Period

Following a brief overview of Public Comment Period Policies and Procedures by Assistant County Manager Susan Holder, Chairperson Lee opened the floor for public comments. The following were received:

Robert Graczyk, 2556 Greens Bridge Road, Parkersburg, North Carolina – On August 17th I submitted a FOIA Request, Freedom of Information Act Request and I’ve been to the office five times asking the six specific questions and points. I thought Sampson County was transparent in their work activity in the County. I thought that transparency or integrity was part of Sampson County. Why would it take since August 17th this long to get a FOIA Request provided to a taxpayer in the County? People have the right to know what goes on. There’s no back door where people hide things. This is public record. I’m a taxpayer. It’s “we the people.” “We the people of Sampson County.” I’ve heard comments of well, just go out and vote. We are voting. We are voting. Thank you very much.

LaTonya Gilliam, 817 W. 2nd Street, Garland, North Carolina – I would first and foremost like to congratulate the citizens of Ivanhoe on their hard-won fight to bring public water to their community. Now the work begins. Basking in the success of receiving the funding grant is not an option. Now is the time to get door knockers and applications out and in the hands of the people. Having a tab on the website is not enough. Many elders cannot access the website to

complete the online applications. Face-to-face interaction will be needed to get the water flowing into each and every eligible home. No one should be left out because they do not have access to internet or computer access. True leadership means beating your feet on the street in order to avoid a Lakewood repeat. The word is officially out that the NCDEQ awarded Ivanhoe over \$13,000,000 to bring water into the homes and everyone in Sampson County is watching and across the state, they are watching as well.

Arlene McCoy, 319 Long View Lake Road, Garland, North Carolina – I was attached to the petition for the Ivanhoe residents for the water, and the people that I represent want to know when will they start putting in the lines. I'm a little different from Ivanhoe because I'm in the middle of Ingold and Garland and both sites have a water tank there already and the lines have been run at least half way down so it's not even ten miles difference from one place to the other, or to where we stay at either. And if I could get some kind of clarification as to what they need to do or when this will come into effect. Thank you. Chairperson Lee advised Ms. McCoy to contact Public Works to have her questions addressed.

Ruth Cantrell, 235 Gilmore Lane, Clinton, North Carolina – I'm here because I'm not sure that you guys realize that three more deputies have left since the middle of August, and I personally know one that's leaving at the end of the this year. And as a citizen of this county, I listen to the radio and I hear calls backed up. Just this past week two deputies covered this entire county. I sincerely hope that yall are going to think long and hard and do something to correct this. Two of the deputies went to Harnett County for a whole lot more money. And I've heard the rumors about many deputies are making over \$70,000, well I can attest to your personally, that the one that I live with and have lived with for twenty-eight years does not even make half that. It is a crying shame how long response times have gotten because nobody wants to do the job when you can go work at Lowes and make about the same amount of money.

Jo Strickland, 67 N. Ingold Avenue, Garland, North Carolina – I'm here tonight to follow up on Ms. Cantrell's comments. I'm really disgusted that we have lost so many deputies in this county to other counties due to the lack of funding from the County Manager and the Board. We, as the citizens, demand better. We pay this money, this is our money, and we should be able to request that things be spent in a way that protects all citizens of this county. In the last month we had a drug addict event in our store in Garland, our little Family Dollar store, that required the call of a deputy. It took over thirty minutes to get anyone to respond to Garland while we've got four employees in there scared to death with somebody jumping over the counter trying to break into the cash register. This is unacceptable, folks. Completely. And then last night, I'm sitting in my living room, as all of a sudden I hear a kaboom. My walls shook, and the pictures fell off of the wall from a drunk driver flying through Garland that took out the telephone pole that was as close to my front door as the wall. Every grandchild and my daughter were in this room. This is unacceptable. As a commissioner for the town of Garland, we have had to resort to hiring off-duty deputies, paying them more than we can actually afford, to get some coverage in our area, and thank God last night one happened to be scheduled to be on duty. So within two minutes, less than two minutes, I had somebody at my door calling in all the support that we needed to protect my family and all of the other families from the low-hanging wires that were coming across Garland. Yall can do better. We deserve better. We pay better. Thank you.

Recess to Reconvene

Upon a motion made by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to recess to reconvene on Wednesday, September 21, 2022, at 9:00 A.M. in the County Auditorium.

Sue L. Lee, Chairperson

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 9:00 a.m. on Wednesday, September 22, 2022, in the County Auditorium, 435 Rowan Road, Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

Chairperson Sue Lee called the meeting to order and acknowledged Vice Chairperson who provided the invocation and led the Pledge of Allegiance.

Item 1: Workshop - Employee Compensation: A Clarifying Perspective on Budgetary Matters

Chairperson Lee informed the Board and audience that County staff has prepared a presentation to provide budgetary information on the County's current financial condition and challenges, Human Resources concerns and data, and some clarifications to information currently circulating in the public. (The full presentation is included as a part of these minutes.)

Chairperson Lee called upon County Manager Ed Causey who provide an introduction to this presentation.

Mr. Causey acknowledged Finance Officer David Clack who discussed the budgeting process. Chairperson Lee asked if any additional sales tax could be used at the Board's discretion, and Mr. Clack explained the process of authorization for new sales taxes (legislative approval, local advisory referendum), and noted that for the last few sales taxes, the State has designated the purpose. He noted that one not yet adopted by Sampson County is a quarter-cent, designated for transportation only. Vice Chairperson Kivett asked if the County had checked with the NCACC to determine if ARPA funds could be used for debt service. Mr. Clack and County Attorney Joel Starling stated that original guidance was that it could not be used for that purpose, but staff would again inquire if there were an exception to allow for that use. Commissioner Lethia Lee asked about timing for sales taxes related to fiscal years, and Mr. Clack stated that that it could be done only if legislature authorized such, and after a local referendum. The Department of Revenue requires several months to allow notification to citizens, so it is typically 3-6 months before it could be imposed. In response to questions from Vice Chairman Kivett, Mr. Clack provided information regarding the county's debt service for schools as a part of the total debt service. Mr. Clack discussed the original funding model for school debt and the impact of changes in allocations of lottery funds and the redistribution of certain sales taxes that were allocated for school debt.

Following Mr. Clack's presentation, Human Resources Director Nancy Dillman spoke on human infrastructure challenges. Chairperson Lee asked if departments were reaching out to Human Resources regarding their challenges and opportunities for reorganization/realignment, and Ms. Dillman noted that they do, DSS being more frequent given their turnover. Mr. Causey noted the use of contracted/temporary help in Inspections and the department heads stepping up and taking on extra roles. Commissioner Lethia Lee

noted that from the perspective of a former county employee, Sampson County's benefits were better than other job opportunities. She asked about lapsed salaries, and Ms. Dillman noted that these go back for the County to use. Commissioner Lee asked if the lapsed salaries in a department could be used to pay employees' cost of insurance in that department. Mr. Clack explained that employees pay differing amounts (given scale of salary and dependent coverage) and to provide this to one group of employees versus another would create inequity and would change from one year to the next.

Assistant County Manager Susan Holder then discussed the misinformation circulating via social media and other outlets. Finally, County Manager Causey provided a summary of the information covered throughout the presentation. Chairperson Lee noted comments that had been made regarding the salary of the County Manager and compared the number of employees overseen by the County Manager and the Sheriff. She clarified the amount of the County's total budget, noting the difference in portions that were state and federal funds versus the actual dollars that were controlled by the County. Vice Chairman Kivett expressed support for the County Manager.

Mr. Causey then summarized the contents of the presentations, and the Board expressed their support for law enforcement but noted that they were working as Sampson County citizens desiring to do the best for the County given the obstacles at hand.

Recess to Reconvene

Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to recess to reconvene on September 26, 2022, at 6:00 p.m. at Sampson Regional Medical Center with the Board of Trustees.

Sue Lee, Chairperson

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a joint meeting with the Sampson Regional Medical Center Board of Trustees at 6:00 pm on Monday, September 26, 2022. Members present: Chairperson Sue Lee, Vice Chairman Jerol Kivett and Commissioner Thaddeus Godwin. Members absent: Commissioners Clark Wooten and Lethia Lee.

The Board was welcomed by Trustee Chairman Curtis Barwick, and Chairperson Lee thanked the Trustees for hosting the Board. She turned the meeting over to Vice Chairperson Kivett who introduced the County staff present.

Sampson Regional Medical Center Chief Financial Officer Jerry Heinzman made the annual budget presentation. Upon a motion made by Commissioner Godwin and seconded by Chairperson Lee, the Board voted unanimously to approve the budget as recommended by the Sampson Regional Medical Center Board of Trustees and staff.

Adjournment

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

Sue Lee, Chairperson

Susan J. Holder, Clerk to the Board

Memo

To: Sampson County Board of Commissioners
From: Kelsey Edwards, Library Director
CC: Ed Causey, County Manager & Susan Holder, Assistant County Manager
Date: September 16, 2022
Re: Grassroots Arts Program Application-Request Approval if Grant is Awarded

I request the Board of Commissioners give approval for the Sampson-Clinton Public Library to accept funds from the Grassroots Arts Program provided by the North Carolina Arts Council and the Sampson Arts Council if the library's grant application is chosen for funding. The funds will be used to provide a program to be held during Black History Month-Turning the Pages of Black History, the real-life story of Groundbreaking Genius' that impacted Black History. The funds do require a match of the same amount awarded to us, but we have funds available in our programming budget to provide the match if the Board approves. The grant application was submitted by the deadline to the Sampson Arts Council with the understanding that the grant funds would not be accepted without Board approval. We expect to hear by December if we have been awarded the grant. (Please see attached for the grant paperwork.)

Thank you.

Grassroots Arts Program
 Subgrant Application
 FY 2022-2023



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

I. Organization Information

Name of Organization Sampson-Clinton Public Library
 Contact Person's Name LaKesha Meredith
 Contact Person's Title Youth Services Coordinator
 Mailing Address 217 Graham St. City Clinton
 State: North Carolina Zip Code 28305 County Sampson
 Work Phone (910) 592-4153 Fax Number () _____
 E-mail Address lmeredith@sampsonnc.com
 Website http://www.sampsonnc.com/departments/library_services/
 Organization's EIN 56-6000338
 Applicant Race African American

Please give a brief description of your organization, including mission, board and staff composition, current arts programs and services and number and kinds of people served. Public schools and other large governmental or community agencies should provide a description of their arts program only rather than the entire organization.

See page 1 for details.

Organizational Finances:

Please attach complete income and expense statement (an audit may be substituted) for your last fiscal year and complete operating budgets for the current fiscal year and next fiscal year. Public schools and other large governmental or community agencies should attach arts program financial information only. Please copy the totals from these attachments in the spaces below.

Last Year Actual FY <u>20-21</u>	Current Year FY <u>21-22</u>	Next Year FY <u>22-23</u>
Actual Income \$ <u>\$131,989.29</u>	Income \$ <u>\$148,887.73</u>	Projected Income \$ <u>\$129,764</u>
Actual Expenses \$ <u>\$663,079.96</u>	Expenses \$ <u>\$747,460.20</u>	Projected Expenses \$ <u>\$832,177</u>

Grassroots Arts Program
Subgrant Application Form
FY 2022-2023



II. Project Description

Grant Amount Requested: \$475

Project Start Date: February 11, 2023 (No earlier than July 2022)

Project End Date: February 11, 2023 (No later than June 15, 2023)

Project Narrative: See page 2 for details.

Please attach a narrative providing the information requested below for the project you propose. Please be concise and specific as possible:

1. Project title or summary description
2. Project goals
3. Description of intended participants/audience, including estimated numbers and racial and cultural composition
4. Location where project will take place
5. Description of project activities
6. Description of the artists to be involved in the project, how and why they were chosen and, if appropriate, the rate of payment for their services (If you have not yet selected the artists, describe the kinds of artists you intend to involve and how you will select them.)
7. Description of how the project will be publicized and promoted to reach intended participants
8. Description of how you will evaluate the project

Grassroots Arts Program
 Subgrant Application Form
 FY 2022-2023



Project Budget:

Please provide a projected budget for your proposed project utilizing the format below.

Project Expenses	Cash Expenses	=	Grant Amount Requested	+	Applicant Cash Match
A. Personnel			\$0		\$0
1. Administrative Staff	\$0		\$0		\$0
2. Artistic Staff	\$0		\$0		\$0
3. Technical/Production Staff	\$0		\$0		\$0
B. Outside Fees and Services					
1. Artistic Contracts	\$545		\$272.50		\$272.50
2. Other Contracts	\$0		\$0		\$0
C. Space Rental	\$0		\$0		\$0
D. Travel	\$0		\$0		\$0
E. Marketing	\$50		\$25		\$25
F. Remaining Project Expenses	\$355		\$177.50		\$177.50
G. Total Cash Expenses	\$950	=	\$475	+	\$475

Project Income

A. Admissions	\$0
B. Contracted Services Revenue	\$0
C. Other Revenue	\$0
D. Private Support	
1. Corporate Support	\$0
2. Foundation Support	\$0
3. Other Private Support	\$0
E. Government Support	
1. Federal	\$0
2. State/Regional	\$0
3. Local	\$0
F. Applicant Cash	\$475
G. Grant Amount Requested in this application	\$475
H. Total Cash Income (Must at least equal Total Cash Expenses, Item G above)	\$950

Itemized Project Budget

African American History Inventors Goodie Books (Items in the goodie bag will be inventions by African Americans.)			
Item	Cost	Amount needed	Total
Potato chips/40 count (Inventor: George Crum)	\$22	3	\$66
Famous Amos Cookies/42 count (Inventor: Wally Amos)	\$25	2	\$50
Cupcakes/32 count (refined sugar) (Inventor: Norbert Rillieux)	\$29	3	\$87
Candy bottle drinks (bottle caps)/234 count (Inventors: Amos E. Long & Albert A. Jones)	\$28	1	\$28
Quilt patch (Freedom Quilt)/24 count (Enslaved African American women)	\$28	3	\$84
Gift bags/100 count	\$40	1	\$40
Remaining Project Costs			
Brightstar Productions/1 show	\$545	N/A	\$545
Marketing (flyers/posters)	\$50	N/A	\$50

Total: \$950

Grassroots Arts Program
Subgrant Application Form
FY 2022-2023



North
Carolina
Arts
Council
*Fifty years
of leadership*

Certification

We understand that failure to respond to any of the above items may adversely affect the consideration of this application. We certify that we are committed to the completion of the proposed project in compliance with legal requirements and granting procedures. We certify that the information contained in this application, including attachments and supporting materials, is true and correct to the best of our knowledge.

Name and Position of Authorizing Official Helsey B. Edwards, Library Director
Signature of Authorizing Official Helsey B. Edwards Date 9/12/22
Signature of Contact Person Lakeisha Murrell Date 9/12/22

We will not be able to accept grant funds until this grant application is approved by the Sampson County Board of Commissioners. We will seek approval at their October 3, 2022 meeting.

I. Organization Information

Sampson-Clinton Public Library System believes that the library is where people can gather to explore, interact, and learn. We believe that libraries provide needed information to their community members of all ages, beliefs, and backgrounds. Sampson-Clinton Public Library's goal is to Cultivate the Curiosity of all who graces our doors of any location.

Our staff work across four branches, to include: J.C. Holliday Memorial Library (Clinton, NC), Miriam Lamb Memorial Library (Garland, NC), Bryan Memorial Library (Newton Grove, NC), Roseboro Public Library (Roseboro, NC). The staff consists of 17 staff, 7 full-time, 10 part-time. For the Library Board, there are 9 members with 7 appointed by the Board of County Commissioners and 2 appointed by the Clinton City Council.

We currently provide art programming and activities during our bi-weekly Storytime's. We also have recently partnered with the North Carolina Museum of Art (NCMA) to provide NCMA To Go kits that includes high-quality art materials for users, allowing them to create unique artwork inspired by works at the Museum. We serve a diverse population of approximately 59,000 people across all four branches. Our patrons include families with young children and/or teens, senior adults. Recently we are experiencing a surge in families of Hispanic descent. We also service public and private schools as well as daycares.

II. Project Description

Project Narrative:

1. Project Title: Turning the Pages of Black History, the real-life story of Groundbreaking Genius' that impacted Black History.
2. Project Goals: The Goal of this project is to encourage individuals of all races to embrace the history of different races by providing positive and entertaining educational opportunities.
3. We are expecting a diverse audience of families with school-aged children of various ages. We will promote the event to expand beyond color barriers including African American, Caucasian, Hispanic.
4. The event will be held at the J.C. Holliday Memorial Library in Clinton, NC.
5. The audience will enjoy a performance that introduces them to the many geniuses within Black History to include inventors, artists and thinkers who changed the world. The show focuses on the brilliance of over a dozen amazing characters from Black History: Scientists like surgeon Daniel Hale Williams, mathematicians like Dorothy Vaughan, Literary Geniuses like Ralph Ellison and Maya Angelou, and artistic geniuses like Alvin Ailey. Following the show children will receive "take and make" activity bags that will introduce the children to a vital part of black culture "freedom quilts." This activity will show how our enslaved ancestors communicated in secret using the art created through "freedom quilts." The activity bags will have felt pieces that the children can use their very own quilt patch.
6. The artists are a part of Bright Star Touring Theater. The artists for this program are African American. We chose this group because we worked with them for past Black History programs, and they presented black culture in a tasteful and informative way that was appealing to children of all ages. Their rate is \$545 for libraries.
7. The Black History program will be publicized through our social media platforms, library website, Star Communications public access page, and the City and County School System notification system.
8. We will provide surveys (either digitally or paper format). To encourage participation in the surveys those who complete a survey will be entered into a drawing.

Bright Star Touring Theatre Biography

Bright Star Touring Theatre is a national touring theatre company based in Asheville, NC. Our mission is simple: to challenge, engage, and delight audiences all over the world. We have performed for schools and communities large and small from Seattle, WA to Moscow, Russia. From 2000 seat theatres overlooking Manhattan's skyline to school cafeterias and libraries, no audience is too large or small. We have over 70 different shows in rotation covering topics like Classic Literature, Health and Wellness, Holidays, STEM, Diversity and Inclusion, Bully Prevention, Cyber Safety, and Social-Emotional Learning.

Bright Star is one of America's most affordable touring theatres. With all-inclusive pricing, Bright Star works to create programs that underserved schools and communities can access in order to bring the magic of theatre to young people who may not always have the chance to see it. Every year we are humbled and honored by the ever-growing list of supporters and sponsors who choose to make us a part of their programming. We can't wait to bring a show to YOU!

Memo

To: Sampson County Board of Commissioners

From: Kelsey Edwards, Library Director

CC: Ed Causey, County Manager & Susan Holder, Assistant County Manager

Date: September 20, 2022

Re: Approve Acceptance of Dollar General Youth Literacy Grant Award (Dollar General Literacy Foundation)

I request the Board of Commissioners give approval for the acceptance of \$3,000 from the Dollar General Literacy Foundation awarded as a Youth Literacy Grant to the Sampson-Clinton Public Library to purchase Playaway brand Wonderbook Read-alongs (audiobooks built into children's books) and Launchpads (guided learning tablets) to assist children (specifically Pre-K to early elementary-aged) with meeting reading goals and developing the skills needed to read independently. The Wonderbook Read-Along is a children's print book with a pre-loaded audiobook player permanently bound to the inside cover. The Launchpads to be purchased have the Early Literacy and Reading Academy loaded programs that provide early literacy strategies as well as a 5-level guided reading system. These devices are to be used in conjunction with a monthly meeting held for parents and children to demonstrate other early literacy strategies. Please see attached for the original grant proposal. (Please note that the amount requested was \$4,000, but only \$3,000 was awarded.) There is no matching required. A final report will be due in mid-May 2022 to the Foundation.

Thank you.

Your Submitted Application-Dollar General Literacy Grant

The application you previously submitted appears below. No further changes may be made to this application. [Click here to return to the Welcome page.](#)

Contact Information

- * First Name LaKesha
- * Last Name Meredith
- * Title Youth Services Coordinator
- * Address 217 Graham St
- * City Clinton
- * State North Carolina
- * Zip 28328
- * Telephone 9105924153

Fax

- * E-mail Address lmeredith@sampsonnc.com

Organization Information

- * Legal Name Sampson-Clinton Public Library System
- * Mailing Address 217 Graham St
- * City Clinton
- * State North Carolina
- * Zip 28328

County Sampson

- * Telephone 9105924153

Fax

- * Nearest Dollar General Store 2

IRS 501(c)3 Determination Letter Library IRS-Budget Info.pdf (358.95 K), uploaded by LaKesha Meredith on 05/19/2022

- * How long has your organization been in existence?

26 - 50 years

* Type of School Not Applicable

Overview

* Mission Statement The Library Board of Trustees believes that our citizens:

Should have the information they need.

Should have help locating any available information.

Should have entertaining reading materials and DVDs.

Should have free access to computers and the Internet.

Should have libraries where they feel welcome and valued.

* Project Title Bridging the Gap Between Reading and Fun

* Requested Cash Amount \$4,000.00

* Number of individuals to be served by funding

from this Youth Literacy application

60

* Projected Ethnicity Served African American 30.00

Caucasian 10.00

Hispanic 20.00

Total 60.00

* Program Target Audience Below Grade Level Readers

* Grade Levels Served Pre-K

Kindergarten

1st Grade

* Has your organization received previous funding

from the Dollar General Literacy Foundation?

No

If Yes, what was the grant amount and when did

you receive it?

* How many individuals were served by this

project last year?

0

Community Summary

- * Geographic Classification Rural
- * Education Attainment 20
- * Poverty Rate 21
- * Unemployment Rate 3.4
- * Language Other Than English 21
- * If you are a school, what is the free/reduced lunch rate?

N/A

- * School District N/A

Project Design and Evaluation

- * Statement of Impact It is the goal of the Youth Services Department to bridge early literacy gaps by providing at least

60 Pre-K through First grade students with individual support and early literacy technology through Wonderbooks Read-Along (audiobooks) and Launchpad (guided learning tablets). At the end of the program participants should have strengthened their "reading stamina" increasing from 49% of Sampson County Elementary students testing at or above reading level to 75% closer to the 86% in the state.

- * Project Design "Bridging the Gap Between Reading and Fun!" program will target children in Prekindergarten to

First grade. Teachers in the local public elementary schools will refer students with low reading levels to the program coordinator, the Youth Services Coordinator for the Sampson-Clinton Public Library System. The children and their families will be invited to a local branch for an introductory meeting. At this meeting families will create a "reading plan" to set reading goals, learn of the resources offered and how to use the resources such as audiobooks and launchpads to reach the reading goals set. Participating families will keep a log of audiobooks read, minutes spent on the guided learning tablets and once the child has "mastered" a book they will complete an exit slip to assess if goals were met. The Youth Services Coordinator will hold a monthly group meeting with all participants to meet and gain early literacy strategies

through a "Mother Goose on the Loose" Storytime session providing the children with reading tips and tricks through fun interactive programs.

* Timeline Fall of 2022: Classroom teachers will assess data to determine students with a greater need for

literacy intervention. Generate list of students, parents are contacted to conduct introductory literacy support meetings to set reading goals, introduce technology and provide strategies.

Fall/Winter 2022-2023: Children will begin implementing reading plan, utilizing the audiobooks and guided learning tablets.

Spring 2022: Students are assessed through end of the year benchmark testing provided by classroom teacher and given to Youth Services Coordinator.

Summer 2023: Students are provided with "summer slide" prevention plan to continue support through the summer preventing loss of literacy skills gained.

* Weekly Instructional Hours Per Individual

Served

2

* Delivery of Instruction One-on-one instruction

* Assessment Methods Students will be assessed by completing "benchmark assessments" with their classroom

teachers. Students will be given a leveled book and attempt to read to see what level they can read at. That data will be shared with Youth Services Coordinator to assess the effectiveness of the program.

* Measurable Results - Defining Success Once completing the program, we are expecting 40 of the 60 students to increase their reading

levels by five letters (A-Z Fountas and Pinnell Reading Levels). For example, if the child begins at a reading level of "A" (an emergent reader) it is expected that they will increase to "F" (early emergent reader) by the end of the program.

* Available Technology 14 Desktop computers are available to utilize with an average age of 8-15 years old.

30 refurbished Chromebooks have been in our possession for 3 years.

* Are you requesting technology with this grant

application?

Yes

If yes, how will it be used to advance the literacy program we would be funding?

The Playaway brand Wonderbook Read-Along (Audiobooks) and Launchpads (Guided learning tablets) will be used to build fundamental literacy skills including letter recognition, sight word practice, phonics and reading comprehension. Children will be able to check out both forms of technology following their "reading plan" to meet reading goals. The Wonderbook Read-Along is a children's print book with a pre-loaded audiobook player permanently bound to the inside cover. The Launchpad's selected are the Early Literacy and Reading Academy loaded programs that provide early literacy strategies as well as a 5-level guided reading system.

Budget Information

* Budget Allocations Instructional Materials - DGLF Request \$1,327.00

Books - DGLF Request \$1,400.00

Computers and Technology - DGLF Request \$1,273.00

Total \$4,000.00

* Budget Narrative Instructional Materials: \$1327 used to purchase Mobile four sided literacy station and mobile

book storage station.

Books: \$1400 used to purchase approx. 30 Wonderworks read-along audio books.

Technology: \$1,410 used to purchase approx. 10 (Playaway Launchpads (guided learning tablets)



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: September 22, 2022

SUBJECT: Surplus Weapon for Retiring Personnel

The Sheriff's Department has requested that we declare the service weapon used by Christopher Oates as surplus and allow it to be transferred to the retiring employee. The weapon is a Sig Sauer 9mm pistol, serial number 47A065112.

We respectfully recommend that the Board approve this request.

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County of Sampson

Road Description Enterprise Drive

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Sampson requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Sampson that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of _____ at a meeting on the _____ day of _____, 20__.

WITNESS my hand and official seal this the _____ day of _____, 20__.

Official Seal

Clerk, Board of Commissioners
County of _____

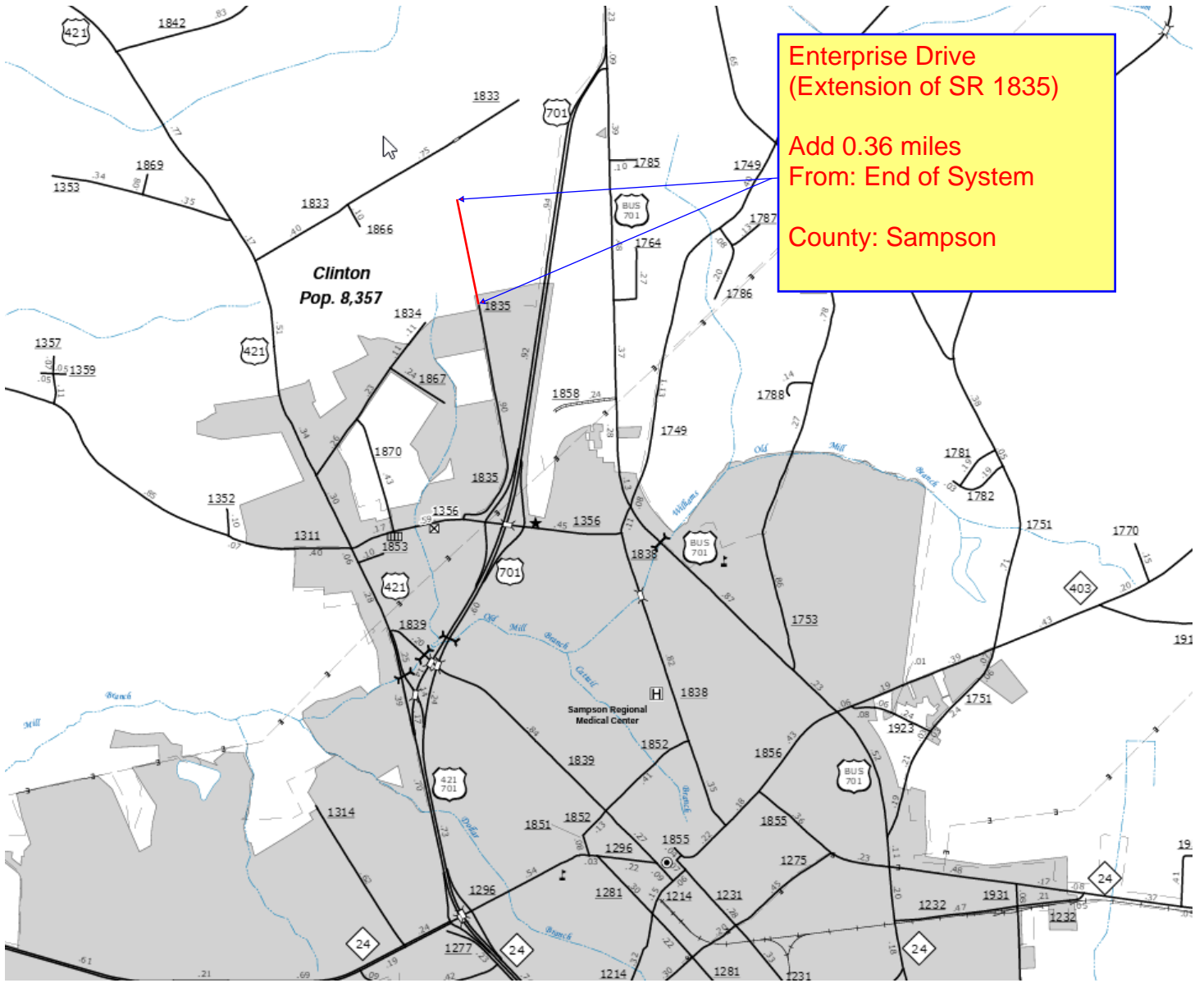
PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

Addition Detail Map



Locator Map



Date Petition Received by NCDOT: _____

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Sampson Road Name: Enterprise Drive (previously Industrial Dr Ext.)
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: N/A (Industrial Park) Length (miles): 0.37

Number of occupied homes having street frontage: N/A Located (miles): 0.9

miles N S E W of the intersection of Route SR 1835 and Route SR 1834 .
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Enterprise Drive in Sampson County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name and Signature: Amanda Bradshaw (SCC) Phone Number: 910 900 4003 (ext 4006)

Street Address: 1801 Sunset Avenue Clinton NC 28328

Mailing Address: PO Box 318 Clinton NC 28329

PROPERTY OWNERS

Printed Name and Signature Mailing Address Telephone

Attached

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY:

Date Petition Received by NCDOT: _____

Please check the appropriate block:

- Rural Road
 Subdivision platted prior to October 1, 1975
 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Sampson Road Name: Industrial Dr. Extension
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Industrial Dr. Extension Length (miles): .37

Number of occupied homes having street frontage: 0 Located (miles): .9

miles N S E W of the intersection of Route SR-1835 and Route SR-1356.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Industrial Dr. Extension in Sampson County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: William J. Starling Phone Number: 910-900-4001

Street Address: 1801 Sunset Ave., Clinton, NC 28328

Mailing Address: P.O. Box 318, Clinton, NC 28328

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
Summer B. Berry	1807 Kelly St., Fayetteville, NC 28305	910-309-3381

INSTRUCTIONS FOR COMPLETING PETITION:

- 1. Complete Information Section
- 2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
- 3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
- 4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
- 5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
- 6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road
 Subdivision platted prior to October 1, 1975
 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

Summer B. Berry (SEAL)
SUMMER B. BERRY

TATE OF NORTH CAROLINA

SAMPSON COUNTY

I, Angela Warner, a Notary Public of said County and State, do hereby certify that
Summer B. Berry

Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 31 day of AUGUST, 2020.

My commission expires:

August 7, 2025

Angela Warner
Notary Public

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Sampson Road Name: Industrial Dr. Extension
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Industrial Dr. Extension Length (miles): .37

Number of occupied homes having street frontage: 0 Located (miles): .9

miles N S E W of the intersection of Route SR-1835 and Route SR-1356.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Industrial Dr. Extension in Sampson County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: William J. Starling Phone Number: 910-900-4001

Street Address: 1801 Sunset Ave., Clinton, NC 28328

Mailing Address: P.O. Box 318, Clinton, NC 28328

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
WF PARTNERSHIP	P.O. BOX 223, NEWTON GROVE NC 28366	910-594-1701

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road Subdivision platted prior to October 1, 1975 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

WF PARTNERSHIP

By: R. Gerald Warren (SEAL)

TATE OF NORTH CAROLINA

SAMPSON COUNTY

I, Angela Warner, a Notary Public of said County and State, do hereby certify that
R. Gerald Warren

Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 26 day of AUGUST, 2020.

My commission expires:
8/7/2025

Angela Warner
Notary Public

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Sampson Road Name: Industrial Dr. Extension
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Industrial Dr. Extension Length (miles): .37

Number of occupied homes having street frontage: 0 Located (miles): .9

miles N S E W of the intersection of Route SR-1835 and Route SR-1356.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Industrial Dr. Extension in Sampson County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: William J. Starling Phone Number: 910-900-4001

Street Address: 1801 Sunset Ave., Clinton, NC 28328

Mailing Address: P.O. Box 318, Clinton, NC 28328

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
CLINTON 100 COMMITTEE INC	414 WARSAW RD., CLINTON, NC	910-385-1994

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road Subdivision platted prior to October 1, 1975 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

CLINTO 100 COMMITTEE, INC.

By: Charles Spell II (SEAL)
CHARLES SPELL, II

TATE OF NORTH CAROLINA

SAMPSON COUNTY

I, Angela Warner, a Notary Public of said County and State, do hereby certify that
Charles Spell II

Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 26 day of AUGUST, 2020.

My commission expires:
8/7/2025

Angela Warner
Notary Public

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Sampson Road Name: Industrial Dr. Extension
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Industrial Dr. Extension Length (miles): .37

Number of occupied homes having street frontage: 0 Located (miles): .9

miles N S E W of the intersection of Route SR-1835 and Route SR-1356.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Industrial Dr. Extension in Sampson County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: William J. Starling Phone Number: 910-900-4001

Street Address: 1801 Sunset Ave., Clinton, NC 28328

Mailing Address: P.O. Box 318, Clinton, NC 28328

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
-------------	------------------------	------------------

<u>SAMPSON COMMUNITY COLLEGE</u>	<u>P.O. BOX 318, CLINTON, NC 28328</u>	<u>910-900-4001</u>

William J. Starling (SEAL)
William J. Starling

TATE OF NORTH CAROLINA

SAMPSON COUNTY

I, Angela Warner, a Notary Public of said County and State, do hereby certify that

William J. Starling
Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 31 day of AUGUST, 2020.

My commission expires:
August 7, 2025

Angela Warner
Notary Public

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Sampson Road Name: Industrial Drive Extension
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Industrial Drive Extension Length (miles): 0.37

Number of occupied homes having street frontage: 0 (Industrial Park) Location .9

miles miles N S E W of the intersection of Route SR-1835 and Route SR-1834
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Industrial Drive Extension in Sampson County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Mr. Edwin W. Causey, County Manager Phone Number: 910-592-6308

Street Address: 406 County Complex Rd. Building C Suite 110

Mailing Address: 406 County Complex Rd. Building C Suite 110

PROPERTY OWNERS

Name (Please Print & Sign)

Mailing Address

Telephone

Sampson County

406 County Complex Rd. Clinton, NC 28328

910-592-6308

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach four (4) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road Subdivision platted prior to October 1, 1975 Subdivision platted after October 1, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 (see page 29 for Statute) states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

Sampson County, NC

By: Edwin W. Causey (Seal)

STATE OF NORTH CAROLINA

SAMPSON COUNTY

I, Juanita B. Brewington, a Notary Public of County and State, do hereby certify that

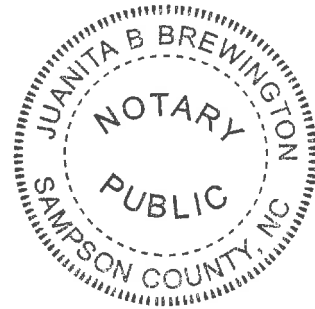
Mr. Edwin W. Causey, County Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal the 17th day of December 2020.

Juanita B. Brewington
Notary Public

My commission expires:

4-11-2024



EMS CLINICAL INTERNSHIP AGREEMENT

THIS EMS CLINICAL INTERNSHIP AGREEMENT (“Agreement”) is made and entered into effective the ____ day of _____, 2022 by and between **SAMPSON COUNTY** (the “County”) and the **CLINTON CITY BOARD OF EDUCATION** (“CCS”). The County and CCS may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The County is a body corporate and politic and a political subdivision of the State of North Carolina pursuant to Chapter 153A of the North Carolina General Statutes.

B. CCS is a body corporate which has general control over and supervision of matters pertaining to the Clinton City School Administrative Unit and is duly organized under the laws of the State of North Carolina.

C. The County, through its Emergency Services Department, operates Sampson County Emergency Medical Services (“Sampson County EMS”) pursuant to Chapter 131E of the North Carolina General Statutes and Title 10A, Chapter 13, Subchapter P of the North Carolina Administrative Code.

D. CCS, through its Career & Technical Education curriculum, currently offers an Emergency Medical Technician Program (the “Program”) at its high school, Clinton High School.

E. CCS requires students enrolled in the Program to complete a designated number clinical hours with an approved Emergency Medical Services Provider (the “Clinical Work”).

F. The County has agreed to allow students in the Program to complete their required Clinical Work under the supervision of Sampson County EMS, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants of the Parties, as more particularly set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do incorporate the above Recitals and agree as follows:

1. Effective Date, Term and Termination. This Agreement shall become effective as of the date first written above and shall continue in effect until June 30, 2024, unless sooner terminated as provided herein. Each year thereafter, this Agreement may renewed for subsequent renewal terms of one (1) year each upon mutual agreement of the Parties. Either Party may terminate this Agreement at any time and for any reason by providing the other Party with ninety (90) days prior written notice by giving notice of said termination in the manner set forth in paragraph 15 of this Agreement. This termination notice period shall commence upon receipt of the notice of termination by the non-terminating Party. In the event that a termination notice period

commences after the beginning of a school semester, the Parties shall be obligated to fulfill their respective responsibilities set forth in this Agreement through the end of the school semester already in progress.

2. Insurance. CCS shall maintain policies of general liability insurance, professional liability insurance, and any other insurance necessary to insure CCS and its officers, employees, independent contractors, faculty, instructors, and students from and against any claim(s) arising out of the Program and/or the Clinical Work, including, but not limited to, claims for property damage, personal injury, or death. Such insurance shall include, but not be limited to, a “tail” coverage endorsement that is effective notwithstanding the termination or expiration of this Agreement. Insurance shall be through a licensed carrier acceptable to the County, and in a minimum amount of one million dollars (\$1,000,000) per claim, and three million dollars (\$3,000,000) annual aggregate unless a lesser amount is accepted by the County. CCS will provide the County with at least thirty (30) days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon the County’s request, CCS will furnish the County with evidence of insurance which lists the County as an additional insured as it relates to general liability.

3. Indemnification by CCS. To the fullest extent permitted by North Carolina law, CCS shall indemnify and hold harmless (and at the request of the County defend) the County and its elected officials, officers, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney’s fees), judgments or obligations, whether direct, indirect, or consequential, arising out of or resulting from the performance of this Agreement, the Clinical Work, the Program, and/or the actions of CCS, its officials, employees, agents, independent contractors, and/or students under this Agreement. This indemnification shall survive the termination of this Agreement.

4. Indemnification by the County. To the fullest extent permitted by North Carolina law, the County shall indemnify and hold harmless (and at the request of CCS defend) CCS and its officials, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney’s fees), judgments or obligations, whether direct, indirect, or consequential, arising out of or resulting from the performance of this Agreement or the actions of the County, its officials, employees, and agents under this Agreement. This indemnification shall survive the termination of this Agreement.

5. Credentialing and Licensing. CCS, on behalf of itself and its employees, agents, and independent contractors, represents, warrants, and agrees that all of the foregoing are currently, and for the duration of this Agreement shall remain, in compliance with all applicable credentialing and licensing laws and regulations, including but not limited to those licensing and credentialing requirements imposed by the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Office of Emergency Medical Services (“OEMS”) and/or the North Carolina Fire and Rescue Commission, and that CCS and its employees, agents, and independent contractors will perform their duties in accordance with all licensing and regulatory requirements, as well as applicable national, state, and local standards of professional ethics and practice.

6. Notice of Certain Events. CCS shall give written notice to the County within ten (10) days of any change in the status of a license or credential of CCS or one of its employees, agents, independent contractors, or students who is affiliated with the Program or otherwise involved in the Clinical Work contemplated by this Agreement.

7. Funding. The County is not required to appropriate any specific level of funding in connection with this Agreement. Notwithstanding the provisions of paragraph 1 hereof, this Agreement shall automatically terminate in the event that, in the judgment of the County, sufficient funds are no longer available to carry out the Clinical Work described herein.

8. Confidential Patient Records. CCS and its employees, agents, independent contractors, and students shall maintain the confidentiality of the medical records and individually identifiable information and other health records maintained by Sampson County EMS, as required by law. Any employee, agent, independent contractor, or student of CCS participating in the Program and the Clinical Work shall, upon demand by the County, be required to execute a Business Associate Agreement in form acceptable to the County prior to participating; provided, however, that failure on the part of the County to require execution of a Business Associate Agreement shall not relieve CCS and its employees, agents, independent contractors, and students from the confidentiality requirements imposed hereunder.

9. Nondiscrimination. Both Parties hereby agree that, in their respective educational and/or employment practices, neither will discriminate against any person because of race, color, religion, sex, national origin, age, creed, or disability. Further, CCS represents that it is in compliance with all federal, state, and local laws, regulations and orders, as amended or supplemented. The implementation of this Agreement will be carried out in strict compliance with all Federal, State, and local laws regarding discrimination in employment.

10. Further Obligations of CCS. In addition to those other obligations set forth herein, CCS and its officials, employees, agents, and independent contractors shall:

- a. Provide an instructor who is qualified as an Emergency Medical Technician (“EMT”) instructor and possesses current certifications with OEMS;
- b. Provide appropriate instructional facilities;
- c. Provide the instructional materials, supplies, and equipment that it deems necessary for proper administration of the Program;
- d. Follow all applicable policies required by the North Carolina Fire and Rescue Commission for testing and accountability procedures and reporting;
- e. Follow the Essential Standards outlined by the North Carolina Department of Public Instruction Blueprint for Public Safety I and Emergency Medical Technician I and II;

f. Ensure Program compliance for participating students, including all rules and regulations for work-based learning, to include attendance and grading policies, the Clinton City Schools Code of Conduct, and Maintaining Safety Standards;

g. Provide transportation to students as needed while they are enrolled in and participating in the Program;

h. Communicate, through the Program instructor, with Sampson County EMS regarding requests for temporary use of County equipment, onsite facilities, and/or acquired structures for training purposes, subject to the approval of the Sampson County EMS Operations Chief;

i. Return any County-owned equipment that Sampson County EMS has allowed the Program to use in the same condition as it was delivered and pay for the repair of any equipment that is damaged; and

j. Promote to students and their parents options for Public Safety/Emergency Medical Technician courses of study offered at local community colleges.

11. Further Obligations of the County. In addition to those other obligations set forth herein, the County shall:

a. Provide technical expertise to the Program instructor through a contact person designated by Sampson County EMS;

b. Ensure that Sampson County EMS employees who will be involved on a regular basis with the Program and Clinical Work have gone through an appropriate screening process and have read and agreed to follow CCS board policies, where practicable, concerning volunteers in schools (i.e., Clinton City Schools Board Policies 5015 and 5020);

c. Ensure that equipment provided temporarily to the Program instructor is in a status ready state, subject to the availability of equipment and approval of the Sampson County EMS Operations Chief;

d. Provide training to the Program instructor in order to ensure that the instructor is familiar with the safety and operating procedures applicable to any equipment that is provided to CCS on a temporary basis;

e. Communicate, through a contact person designated by Sampson County EMS, with the Program instructor regarding any potential damage to County equipment that is used by the Program;

f. Allow Program students and their instructor occasional access to acquired structures, subject to availability and as deemed safe by the Sampson County EMS Operations Chief;

g. Plan, administer, and retain responsibility for all aspects of the patient care program and provide for qualified supervision of all patient care activities;

h. Coordinate with the Program instructor to ensure that students have all permissions and documentation required for student participation in Program activities;

i. Follow CCS guidelines regarding the Family Education Rights and Privacy Act (“FERPA”) as to consent for release of student information to verify training records.

j. Make available, to the extent that Sampson County EMS has the time and staff resources required and to the extent allowed by applicable law, internships to selected graduating high school seniors enrolled in the Program.

12. Assignment and Subcontracting. Neither Party shall assign its interest in this Agreement or subcontract with a third party for the performance of its obligations hereunder without the prior written consent of the other Party to this Agreement.

13. Relationship of the Parties. Nothing herein shall be construed as creating a partnership or joint venture, nor shall any employee of any Party be construed as an employee, agent, or principal of any other Party to this Agreement. Each Party shall maintain control over its own personnel, and any employment rights of personnel assigned under this Agreement shall not be abridged by the Party employing said personnel. Each Party agrees to assume liability for its own acts or omissions, including the acts or omissions of its employees or agents, during the term of this Agreement. It is expressly understood and agreed by the Parties that students assigned to Clinical Work by CCS are not employees of the County and shall have no rights to any employee benefits or insurance coverage by reason of their participation in the Clinical Work and/or Program, including, but not limited to, salary, wages, FICA, medial insurance coverage, retirement benefits, workers compensation coverage, or disability insurance. It shall be the responsibility of CCS to ensure that the foregoing is adequately communicated to its students prior to their participation in Clinical Work.

14. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the Parties or any employee or agent of the Parties to this Agreement.

15. Notices. All notices which may be required by this Agreement will be effective when received by certified mail sent to the following addresses (or such other addresses as the Parties may later designate in writing):

If to the County: Sampson County Emergency Services Department
Attn: Director
107 Underwood St.
Clinton, NC 28328

If to CCS: Clinton City Schools
Attn: Director, Career & Technical Education
300 Westover Rd.
Clinton, NC 28328

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

17. Amendments and Modifications. This Agreement may be modified or amended by mutual consent of the Parties so long as the modification or amendment is executed in the same fashion as this Agreement.

18. Additional Policies and Procedures. Notwithstanding paragraph 16 of this Agreement, the Parties may develop additional policies and procedures by consent to implement this Agreement. Furthermore, each Party may develop internal policies and procedures to implement their respective obligations hereunder.

19. Severability. In the event that any provision of this Agreement shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

20. Survival of Obligations. All provisions of this Agreement that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation paragraphs 2, 3, 4, 8, and 13, shall survive the expiration or termination hereof.

21. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, effective the day and year first written above.

SAMPSON COUNTY

By: _____
Sue L. Lee, Chair,
Board of Commissioners

ATTEST:

Susan J. Holder, Clerk,
Board of Commissioners

CLINTON CITY BOARD OF EDUCATION

By: _____
Linda S. Brunson, Ed.D., Chair

ATTEST:

Wesley S. Johnson, Ed.D., Superintendent and
Secretary to the Board of Education

**Contract # 48 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Non-Emergency Medical Transportation**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Roseboro Opco LLC DBA The Gardens of Roseboro (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 81-5133851 and DUNS Number _____ (required if funding from a federal funding source).

- 1. Contract Documents:** This Contract consists of the following documents:
- (1) This contract
 - (2) The General Terms and Conditions (Attachment A)
 - (3) The Scope of Work, description of services, and rate (Attachment B)
 - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
 - (5) Conflict of Interest (Attachment D)
 - (6) No Overdue Taxes (Attachment E)
 - (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
 - (8) Federal Certification Regarding Lobbying (Attachment G)
 - (9) Federal Certification Regarding Debarment (Attachment H)
 - (10) HIPAA Business Associate Addendum (Attachment I)
 - (11) Certification of Transportation (Attachment J)
 - (12) State Certification (Attachment M)
 - (13) Certification - Non-Discrimination, Clean Air, Clean Water (Attachment N)
 - (14) Contract Determination Questionnaire (required)

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

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2022 and shall terminate on June 30, 2023. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$25,000.00 for the fiscal year. This amount consists of \$25,000.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

- 6. Reversion of Funds:**
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Lynn S Fields, Interim Director	Name & Title	Lynn S Fields, Interim Director
County	Sampson	County	Sampson
Mailing Address	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	lynn.fields@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Charles E. Trefzger Jr.	Name & Title	Charles E. Trefzger Jr.
Company Name	Roseboro Opco LLC DBA The Gardens of Roseboro	Company Name	Roseboro Opco LLC DBA The Gardens of Roseboro
Street Address	PO Box 2568	Street Address	400 Second Avenue NE
City State Zip	Hickory, NC 28603	City State Zip	Hickory, NC 28601
Telephone	828-261-7312		
Fax	828-326-8109		
Email	toms@algsenior.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

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

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

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

By: Charles E. Trefzger 8/30/2022
 Signature Date

Charles E. Trefzger Manager
 Printed Name Title

COUNTY

Lynn S. Fields 9/9/2022
 Signature (must be legally authorized to sign contracts for DSS) Date

Lynn S. Fields DSS Interim Director
 Printed Name Title

Edwin W. Causey Date
 Signature (must be legally authorized to sign contracts for County)

Edwin W. Causey County Manager
 Printed Name Title

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

Signature of County Finance Director

Date

**Attachment A
General Terms and Conditions**

Relationships of the Parties

Indemnity and Insurance

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

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

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

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

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

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

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

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

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

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

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

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

Transportation of Clients by Contractor:

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

Default and Termination

Termination Without Cause: The County or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection

Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B
SCOPE OF WORK**

Contract #48

Federal Tax Id. 81-5133851

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Roseboro Opco LLC DBA The Gardens of Roseboro
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

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

To provide appropriate Non-Emergency Medical Transportation to fully eligible clients certified for Medicaid (SIS Code 250) and per DHHS policy section 15200 at https://economicbenefits.nc.gov/FN_A/FN_A/server/general/projects/Integrated%20Eligibility%20Manual/Integrated_Eligibility_Manual.htm#IEM_Home.htm :

- Roseboro Opco, LLC agrees to maintain records documenting compliance with all vehicle and employee requirements as specified in manual section 15200.100 of the NC DHHS Integrated Manual;
- Roseboro Opco, LLC agrees to report any changes such as insurance provider, business ownership, and provider enrollment status within 10 calendar days;
- Roseboro Opco, LLC agrees to grant Sampson County Department of Social Services access to monitor records to ensure all contract requirements are met;
- Roseboro Opco, LLC agrees to report all cancellations on the appointment logs submitted to Sampson County Department of Social Services;
- Roseboro Opco, LLC agrees to record all beneficiary complaints which deal with matters in Roseboro Opco's control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- Roseboro Opco, LLC agrees to maintain written policies and procedures regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays;
- Roseboro Opco, LLC agrees to complete an NEMT assessment on all active Medicaid recipients and forward all documentation to the Sampson County Department of Social Services for approval before requesting reimbursement.
- Roseboro Opco, LLC agrees to use accurate billing codes on invoices to the local agency for reimbursements or filing claims.
- Roseboro Opco, LLC agrees to meet all NC Tracks Provider Enrollment requirements.
- Roseboro Opco, LLC agrees to provide NEMT services for their eligible residents.

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

Negotiated County Rate - \$2.15 per reimbursable mile. Maximum reimbursement under this contract is \$25,000.

D. Number of units to be provided:

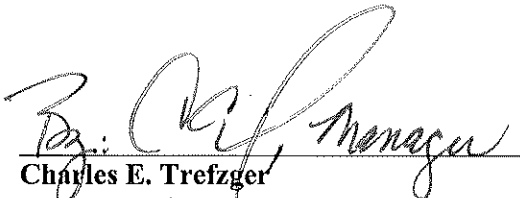
Estimated 11,627 reimbursable miles.

E. Details of Billing process and Time Frames:

Roseboro Opco, LLC will submit to DSS on or before the 10th day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Roseboro Opco, LLC will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. Payment will be made through NC Tracks directly to Roseboro Opco, LLC.


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

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



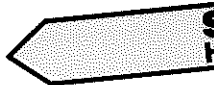
Charles E. Trefzger
8/30/2022

Date



Lynn S. Fields
9/9/2022

Date



ATTACHMENT C

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

Sampson County Department of Social Services

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

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

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

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

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

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



Signature – Charles E. Trefzger

Manager

Title

Roseboro Opco, LLC DBA The Gardens of Roseboro

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the

alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Roseboro Opco, LLC DBA The Gardens of Roseboro
Name of Organization

Charles E. Trefzger
Signature

8/30/2022
Date

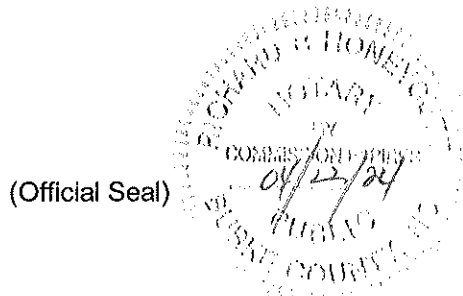
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of ~~Sampson~~ BURKE

I, RICHARD B. HONEYCUTT, Notary Public for said County and State, certify that Charles E. Trefzger personally appeared before me this day and acknowledged that he/she is Manager of Roseboro Opco LLC DBA The Gardens of Roseboro and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the ~~1st day of July, 2022~~ 30th day of August, 2022.

Sworn to and subscribed before me this 30th day of AUGUST, 2022



Richard B. Honeycutt
Notary Public Signature

My Commission expires APRIL 22, 2024

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

**ROSEBORO OPCO LLC
DBA THE GARDENS OF ROSEBORO**
P O Box 2568
Hickory, NC 28603
(828) 261-7312

August 30, 2022
~~July 1, 2022~~

To: Sampson County Department of Social Services

Certification:

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

Sworn Statement:

Charles E, Trefzger Jr. being duly sworn, say that I am the Manager of Roseboro Opco LLC DBA The Gardens of Roseboro of Roseboro in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.

By: [Signature]
Signature – Charles E. Trefzger Jr.

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

(Official Seal)



[Signature]
Notary Public Signature

My Commission expires APRIL 22, 2024

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

ATTACHMENT F

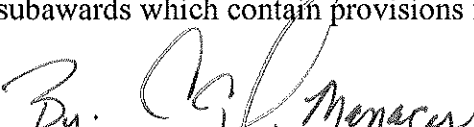
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

By: 

Signature – Charles E. Trefzger

Manager

Title

Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

Date

Attachment G

Certification Regarding Lobbying

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.



Signature – Charles El Trefzger

Roseboro Opco LLC DBA The Gardens of Roseboro

Manager
Title

8/30/2022

Agency/Organization

Date July 1, 2022

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

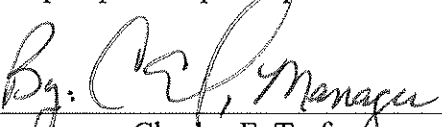
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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



Signature – Charles E. Trefzger

Manager

Title

Roseboro Opco LLC DBA The Gardens of Roseboro

Agency/Organization

8/30/2022

Date

ATTACHMENT I

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of July, 2022, by and between Sampson County Department of Social Services ("Covered Entity") and Roseboro Opco LLC DBA The Gardens of Roseboro ("Business Associate") (collectively the "Parties").

1. BACKGROUND

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

2. DEFINITIONS

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

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

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

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

SIGNATURE: _____


Charles E. Trefzger
Roseboro Opco LLC DBA The Gardens of Roseboro

Date: _____

8/30/2022

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Sampson County Department of Social Services

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

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

By: 
Signature – Charles E. Trefzger

Manager
Title

Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

8/30/2022
Date

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

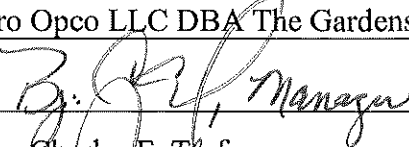
Certifications

- (1) Pursuant to **G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to **G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to **G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [Check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to **G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to **G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

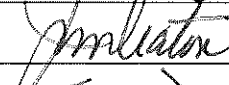
(c) He or she understands that any person who knowingly submits a false certification in response

to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Roseboro Opco LLC DBA The Gardens of Roseboro

Contractor's Authorized Agent: Signature  Date 8/30/2022

Printed Name Charles E. Trefzger Title Manager

Witness: Signature  Date 8/30/2022

Printed Name J.M. DEATON Title EXECUTIVE ASSISTANT

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

Contractor Certifications Required by North Carolina Law (Rev. 8/2016)

Attachment N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where

necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

- (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
 - f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
 - g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



Signature – Charles E. Trefzger

Manager

Title

Roseboro Opco LLC DBA The Gardens of Roseboro

Agency/Organization

8/30/2022

Date

CONTRACT PROVIDER NAME: Roseboro Opco LLC DBA The Gardens of Roseboro

CONTRACT NUMBER: 48

CONTRACT PERIOD: July 1, 2022 to June 30, 2023

PROVIDER'S FISCAL YEAR: January - December

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**


Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

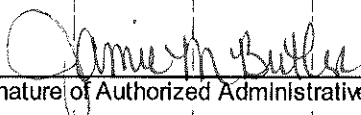
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE


Signature of County Authorized Person

9/9/2022
DATE


Signature of Authorized Administrative Individual

08/31/2022
DATE

Revised effective 7-1-2013

**Contract # 49 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Non-Emergency Medical Transportation**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and WP-Clinton Health Holdings LLC DBA The Magnolia (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 46-1408506 and DUNS Number _____ (required if funding from a federal funding source).

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J)
- (12) State Certification (Attachment M)
- (13) Certification - Non-Discrimination, Clean Air, Clean Water (Attachment N)
- (14) Contract Determination Questionnaire (required)

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

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

3. Effective Period: This contract shall be effective on July 1, 2022 and shall terminate on June 30, 2023. This contract must be twelve months or less.

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

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$25,000.00 for the fiscal year. This amount consists of \$25,000.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Charles E. Trefzger Jr.	Name & Title	Charles E. Trefzger Jr.
Company Name	WP-Clinton Health Holdings LLC DBA The Magnolia	Company Name	WP-Clinton Health Holdings LLC DBA The Magnolia
Street Address	PO Box 2568	Street Address	400 Second Avenue NE
City State Zip	Hickory, NC 28603	City State Zip	Hickory, NC 28601
Telephone	828-261-7312		
Fax	828-326-8109		
Email	kpatterson@alqsenior.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

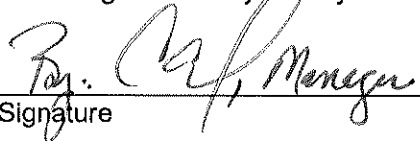
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

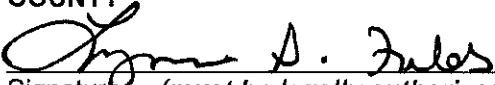
14. Specific Language Not Previously Addressed:

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

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

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

	8/30/2022
Signature	Date
Charles E. Trefzger	Manager
Printed Name	Title

COUNTY	
	9/9/2022
Signature (must be legally authorized to sign contracts for DSS)	Date
Lynn S Fields	DSS Interim Director
Printed Name	Title

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

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

Signature of County Finance Director	Date
--------------------------------------	------

**Attachment A
General Terms and Conditions**

Relationships of the Parties

Indemnity and Insurance

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

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

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

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

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

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

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

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

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

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

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

Transportation of Clients by Contractor:

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

Default and Termination

Termination Without Cause: The County or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 : The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B
SCOPE OF WORK**

Contract #49

Federal Tax Id. 46-1408506

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: WP-Clinton Health Holdings LLC DBA The Magnolia
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

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

To provide appropriate Non-Emergency Medical Transportation to fully eligible clients certified for Medicaid (SIS Code 250) and per DHHS policy section 15200 at https://economicbenefits.nc.gov/FN_A/FN_A/server/general/projects/Integrated%20Eligibility%20Manual/Integrated_Eligibility_Manual.htm#IEM_Home.htm :

- WP-Clinton Health Holdings agrees to maintain records documenting compliance with all vehicle and employee requirements as specified in manual section 15200.100 of the NC DHHS Integrated Manual;
- WP-Clinton Health Holdings agrees to report any changes such as insurance provider, business ownership, and provider enrollment status within 10 calendar days;
- WP-Clinton Health Holdings agrees to grant Sampson County Department of Social Services access to monitor records to ensure all contract requirements are met;
- WP-Clinton Health Holdings agrees to report all cancellations on the appointment logs submitted to Sampson County Department of Social Services;
- WP-Clinton Health Holdings agrees to record all beneficiary complaints which deal with matters in WP-Clinton Health Holdings' control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- WP-Clinton Health Holdings agrees to maintain written policies and procedures regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays;
- WP-Clinton Health Holdings agrees to complete NEMT assessments on all active Medicaid recipients and forward all documentation to the Sampson County Department of Social Services for approval before requesting reimbursement.
- WP-Clinton Health Holdings agrees to use accurate billing codes on invoices to the local agency for reimbursements or filing claims.
- WP-Clinton Health Holdings agrees to meet all NC Tracks Provider Enrollment requirements.
- WP-Clinton Health Holdings agrees to provide NEMT services for their eligible residents.

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

Negotiated County Rate - \$2.15 per reimbursable mile. Maximum reimbursement under this contract is \$25,000.

D. Number of units to be provided:

Estimated 11,627 reimbursable miles .

E. Details of Billing process and Time Frames:

WP-Clinton Health Holdings will submit to DSS on or before the 10th day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. WP-Clinton Health Holdings will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. Payment will be made through NC Tracks directly to WP-Clinton Health Holdings LLC.

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

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

By: Charles E. Trefzger

Charles E. Trefzger

8/30/2022

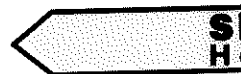
Date

Lynn S. Fields

Lynn S. Fields

9/9/2022

Date



ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

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

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

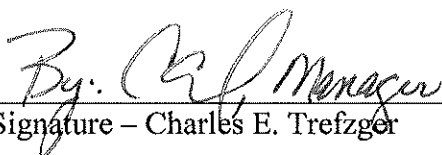
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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

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

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

By: 
Signature – Charles E. Trefzger

Manager
Title

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

8/30/2022
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

- G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

WP-Clinton Health Holdings LLC DBA The Magnolia

Name of Organization

By: Charles E. Trefzger, Manager

Charles E. Trefzger

8/30/2022

Date

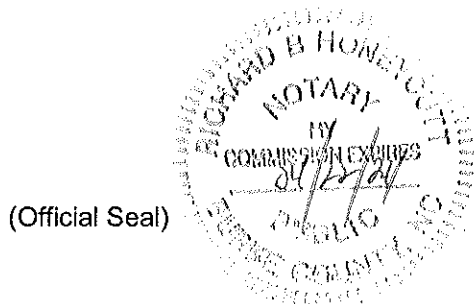
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson BURKE

I, RICHARD B. HONEYCUTT, Notary Public for said County and State, certify that Charles E. Trefzger personally appeared before me this day and acknowledged that he/she is Manager of WP-Clinton Health Holdings LLC DBA The Magnolia and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the ~~4th~~ day of ~~July~~, 2022: 30th day of August, 2022

Sworn to and subscribed before me this 30th day of AUGUST, 2022



Richard B. Honeycutt
Notary Public Signature

My Commission expires APRIL 22, 2024

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

**WP-CLINTON HEALTH HOLDINGS LLC
DBA THE MAGNOLIA**

P O Box 2568
Hickory, NC 28603
(828) 261-7312

August 30, 2022
July 1, 2022

To: Sampson County Department of Social Services

Certification:

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

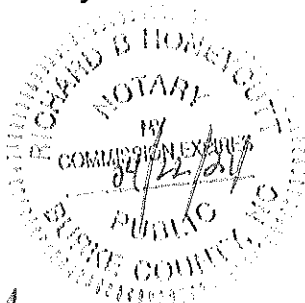
Sworn Statement:

Charles E, Trefzger Jr. being duly sworn, say that I am the Manager of WP-Clinton Health Holdings LLC DBA The Magnolia of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.

By: [Signature]
Signature – Charles E. Trefzger Jr.

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

(Official Seal)



[Signature]
Notary Public Signature

My Commission expires APRIL 22, 2024

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

ATTACHMENT F


CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

By: 
Signature – Charles E. Trefzger

Manager
Title

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

8/30/2022
Date

Attachment G

Certification Regarding Lobbying

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.



Signature – Charles E. Trefzger

Manager
Title

8/30/2022

Date

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

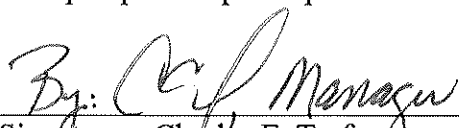
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined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

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

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

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

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

By: 
Signature – Charles E. Trefzger

Manager
Title

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

8/30/2022
Date

ATTACHMENT I

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of July, 2022, by and between Sampson County Department of Social Services (“Covered Entity”) and WP-Clinton Health Holdings LLC DBA The Magnolia (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

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

5. TERM AND TERMINATION

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

6. GENERAL TERMS AND CONDITIONS

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

SIGNATURE: By: *Charles E. Trefzger*
Charles E. Trefzger
WP-Clinton Health Holdings LLC DBA The Magnolia

Date: 8/30/2022

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Sampson County Department of Social Services

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

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



Signature – Charles E. Trefzger

Manager
Title

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

8/30/2022
Date

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [Check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: WP-Clinton Health Holdings LLC DBA The Magnolia

Contractor's Authorized Agent: Signature By: [Signature] Date 8/30/2022

Printed Name Charles E. Trefzger Title Manager

Witness: Signature [Signature] Date 8/30/2022

Printed Name J. M. DEATON Title Executive Assistant

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

Attachment N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in

limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

By: Charles E. Trefzger
Signature – Charles E. Trefzger

Manager
Title

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

8/30/2022
Date

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

CONTRACT PROVIDER NAME: WP-Clinton Health Holdings LLC DBA The Magnolia

CONTRACT NUMBER: 49

CONTRACT PERIOD: July 1, 2022 to June 30, 2023

PROVIDER'S FISCAL YEAR: January - December

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

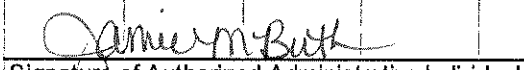
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE


Signature of County Authorized Person

9/9/2022
DATE


Signature of Authorized Administrative Individual

08/31/2022
DATE

Revised effective 7-1-2013

RESOLUTION

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes any unit of local government in this State and any one or more other units of local government in this State or any other state (to the extent permitted by the laws of the other state) to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, Sampson County and the Town of Autryville have determined that it is in the public benefit and interest to enter into an Interlocal Agreement on Tax Collection for the listing, billing, and collection by Sampson County of ad valorem taxes and related charges which shall become due to the Town of Autryville for tax year 2023 and subsequent tax years; and

WHEREAS, the Sampson County Board of Commissioners hereby authorizes Sampson County to enter into an Interlocal Agreement with the Town of Autryville substantially similar to the Agreement included with this Resolution in the agenda materials for the Board’s October 3, 2022 regular meeting; and

NOW, THEREFORE, be it Resolved that Sampson County shall enter into an Interlocal Agreement for the Collection of Taxes with the Town of Autryville; and be it further resolved that Sue L. Lee, Chair of the Sampson County Board of Commissioners, is authorized to execute an Interlocal Agreement substantially similar to the Agreement included with this Resolution in the agenda materials for the Board of Commissioners’ October 3, 2022 regular meeting.

Adopted the 3rd day of October, 2022.

By: _____
SUE L. LEE, Chair,
Sampson County Board of Commissioners

ATTEST:

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

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**INTERLOCAL AGREEMENT
ON TAX COLLECTION**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this the 3rd day of October, 2022 by and between **SAMPSON COUNTY** (the “County”), a body corporate and politic and a political subdivision of the State of North Carolina, and **THE TOWN OF AUTRYVILLE** (the “Town”), a North Carolina municipal corporation. The County and the Town may be referred to at times individually as a “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the County and the Town have determined that it is in the public benefit and interest to enter into an Interlocal Agreement on Tax Collection for the listing, billing, and collection by the County of ad valorem taxes and related charges which shall become due to the Town for tax year 2023 and subsequent tax years; and

WHEREAS, the Parties hereby agree that the negotiated payment set forth herein is in the best interest of their citizens; and

WHEREAS, the North Carolina General Statutes, in Article 20 of Chapter 160A, provide that units of local government may enter into agreements whereby one unit of local government exercises for one or more others a power, function, public enterprise, right, privilege, or immunity, including the collection of ad valorem taxes; and

WHEREAS, the County and the Town agree that this Agreement shall continue in effect until terminated as provided herein; and

WHEREAS, the governing bodies of the County and the Town have adopted this Agreement by resolutions recorded in their respective minutes;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained in this Agreement accruing to the benefit of each of the Parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the County and the Town, the Parties, intending to bound, hereby agree as follows:

1. Effective Date. This Agreement shall become effective as of July 1, 2023.

2. Term. This Agreement shall continue in effect until terminated as provided in Paragraph 17 below.

3. County Billing and Collection of Town Taxes.

a. The County shall provide billing and collection of Town ad valorem taxes and related charges on behalf of the Town beginning July 1, 2023, for the 2023 and subsequent tax years. Collection of delinquent taxes for prior tax years that existed as of the effective date of this Agreement shall be the sole responsibility of the Town. The County shall not be responsible for collecting motor vehicle taxes collected by the State or North Carolina, occupancy taxes, special assessments, nuisance abatement expenses, and/or housing code enforcement costs; however, the County will collect fire tax district taxes for the fire tax district in which the Town is located.

b. The Town's Board of Commissioners hereby appoints the County's Tax Collector as the Town's Tax Collector in the manner prescribed by N.C. Gen. Stat. § 105-349 for so long as this Agreement shall remain in effect. The Town's Board of Commissioners shall also adopt and enter into its minutes the order of collection required by N.C. Gen. Stat. § 105-321(b) and deliver said order to the County Tax Collector during each fiscal year that this Agreement is in effect. The County's Tax Collector shall further

report unpaid Town taxes and advertise Town tax liens in the manner prescribed by N.C. Gen. Stat. § 105-369 for 2023 and subsequent tax years.

c. Separate bonds shall be given by the County's Tax Collector, one in his or her capacity as the County Tax Collector and one in his or her capacity as the Town Tax Collector. The Town shall pay the premium required for its bond.

d. Notwithstanding any of the foregoing, the manner in which the County's Tax Collector performs this Agreement shall be under the sole supervision and direction of the County's Board of Commissioners and the County Manager, subject to the provisions of Subchapter II of Chapter 105 of the North Carolina General Statutes.

e. Any deputy tax collectors, assistants, consultants, and/or attorneys employed or retained by the County in order to implement this Agreement shall be selected by and subject to the sole control and supervision of the County.

4. Compliance. The County shall comply with all applicable ad valorem tax collection laws, including those set forth in Subchapter II of Chapter 105 of the North Carolina General Statutes, and all administrative rules issued by the North Carolina Department of Revenue.

5. Records and Accounts and Operations.

a. The County shall be responsible for maintaining, in an online format, all Town ad valorem tax records for tax year 2023 and subsequent years, including amounts paid and unpaid, in the same manner as County ad valorem tax records are maintained.

b. The Town shall provide the County with all necessary information for transfer of funds due to the Town, and the County shall properly account for and distribute said funds by check or other mutually agreed upon method to the Town on a monthly basis.

c. The County shall provide the Town with reports in a format to be determined by the County so as to enable the Town to prepare and record the necessary financial transactions.

d. The County shall provide the Town with information sufficient for the Town to complete all required reports to outside agencies, including the TR-2 report required by the North Carolina Department of Revenue and the reports needed for the Town's financial statements. The Town shall be responsible for the completion of all reports related to ad valorem taxes.

e. The County shall provide the Town's auditors access to the Town's tax receivables daily cash transactions and related records during regular business hours to the fullest extent practicable.

6. Pro Rata Payments. The County shall distribute payments received from Town taxpayers of less than the total amount owed for County and Town taxes on a pro rata basis in proportion to each Party's share of taxes owed after all costs, interests, and penalties are first paid.

7. Costs for Billing and Collections. The County shall incur all costs for preparing, printing, billing, and collecting Town ad valorem tax bills. In the event that the County, in its sole discretion, determines that it is necessary to institute a collection action, the cost of collection, including advertising costs, attorney's fees, and garnishment fees where such costs are not paid directly by the taxpayer, shall be apportioned between the County and the Town on a proportionate basis based upon the amount of taxes owed to the County and the Town. Joint advertisement, including advertisement of tax liens for both the County and the Town, shall be permissible.

8. Tax Foreclosures.

a. The County shall be responsible for determining the time for commencing all tax foreclosure proceedings (except for those foreclosure proceedings instituted by the Town to collect Town taxes already delinquent as of the effective date of this Agreement). The Town hereby delegates this decision to the County, and the County's decision in these matters shall be final.

b. The County shall have sole discretion to set the minimum bid for any property sold pursuant to a tax foreclosure.

c. All expenses related to compliance with the procedural and substantive requirements of N.C. Gen. Stat. § 105-374 shall be advanced by the County and reimbursed from proceeds of any foreclosure sale prior to payment to the Town of any taxes recovered.

d. If the County elects to bid on any property sold pursuant to a tax foreclosure and is the highest bidder, the County shall take title to the property and shall pay to the Town its proportionate share of any taxes recovered.

9. Bankruptcy Proceedings. The County shall have sole discretion as to when and whether to file a claim for ad valorem taxes in any bankruptcy proceeding and whether to enter into compromises in said proceedings, and its determination in such matters shall be final.

10. Discount Rates. The County shall determine the early discount rate for both the County and the Town, subject to the provisions of N.C. Gen. Stat. § 105-360 and approval by the North Carolina Department of Revenue.

11. Refunds and Rebates. Applications from Town taxpayers for refunds and rebates of Town taxes shall be considered by the County and determined in the same manner as

applications for refunds and rebates on County taxes. The County's determination with respect to these matters shall be final as between the County and the Town.

12. Payment to the County. In addition to any reimbursements of expenses that may be required under to the provisions of this Agreement, the Town shall pay to the County an annual fee for tax collection services, which shall be an amount equal to two percent (2.0 %) of the collections for each fiscal year. Payment of this fee shall be accomplished by the County withholding the fee when remitting the monthly collection to the Town.

13. Liability and Insurance. The County's Tax Collector and his or her assistants and clerks shall be considered Town employees while exercising their duties for the benefit of the Town as contemplated by this Agreement. The Town shall have the same potential liability for the tax collection activities described herein as it does for the acts and omissions of individuals who are employees of the Town. To this end, the Town shall have insurance coverage in such amounts and of such types as may be acceptable to the County, in the County's sole discretion.

14. Indemnification. The Town agrees to hold harmless and indemnify the County, its elected officials, officers, Tax Collector, and employees from and against any losses, liabilities, claims, damages, causes of action, litigation, costs, or expenses (including reasonable attorney's fees) arising out of the performance or nonperformance of any act related to the tax collection activities contemplated by this Agreement.

15. E-Verify. The Parties shall comply with the E-Verify provisions of N.C. Gen. Stat. § 143-129(j).

16. Notice. Notice under this Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following addresses:

Sampson County
Attn: Tax Collector
P.O. Box 1082
Clinton, NC 28329

Town of Autryville
Attn: Town Clerk
P.O. Drawer 10
Autryville, NC 28318

17. Termination. This Agreement may be terminated by either Party upon written notice duly authorized by its governing body prior to the first day of May in any year during the term hereof; provided, however, that failure on the part of the Town or its governing body to accomplish any act required by the North Carolina General Statutes before Town taxes may be legally collected and/or failure by the Town to turn over tax receipts to the County's Tax Collector shall be deemed a termination of this Agreement and shall relieve the County of any further obligation hereunder.

18. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against any Party hereto or any officer, employee, or agent of any Party hereto.

19. Entire Agreement. This Agreement sets forth the entire agreement between the Parties regarding the tax collection services and matters described herein. All prior conversations or writings between the Parties hereto or their respective representatives on this subject matter are merged within this Agreement and extinguished.

20. Amendments. This Agreement may be amended or modified only by express written consent of the Parties, duly approved by the governing bodies of the Parties.

21. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

22. Survival. All provisions of this Agreement that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Paragraphs 13 and 14, shall survive the expiration or termination of this Agreement.

23. Severability. If any provision of this Agreement shall be held to be invalid, the remainder shall nevertheless be deemed valid and binding on the Parties.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by the official designated to perform such act.

SAMPSON COUNTY

By: _____
Sue L. Lee, Chair,
Sampson County Board of Commissioners

Attest:

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

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

David K. Clack,
Finance Officer

TOWN OF AUTRYVILLE

By: _____
Grayson Spell,
Mayor

Attest:

Lisa Jones,
Clerk to the Town of Autryville Board of Commissioners

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

Finance Officer,
Town of Newton Grove

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Susan Holder
FROM: Rick Sauer, Emergency Services Director
DATE: August 30, 2022
SUBJECT: **Sampson County Ingestion Pathway Zone (IPZ) Emergency Plan**

Sampson County is impacted by the Ingestion Pathway Zone (IPZ) of two nuclear power plants – Brunswick Nuclear Power Plant, Southport, NC and Shearon Harris Nuclear Power Plant, New Hill, NC. The Ingestion Pathway Zone is a 50-mile radius from the nuclear plant where, in the event of an unlikely release of radiation, it would possibly impact the county.

The Sampson County Office of Emergency Services has developed the attached plan, used the draft plan during a FEMA observed and evaluated exercise in June 2022, and have shared the plan with county department heads that may have a role in an emergency. In the event of an actual radiation release, state and federal agencies would provide substantial support to Sampson County as this would be an emergency impacting many counties.

I respectfully request this to be added to the consent agenda for the Board of Commissioner's next meeting and ask for their approval of this plan.



107 Underwood Street | Clinton, NC 28328
OFFICE: (910) 592-8996 | FAX: (910) 592-5383

Sampson County
50-Mile Ingestion Pathway Zone
(IPZ)
Emergency Plan



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INGESTION PATHWAY ZONE PLAN

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INGESTION PATHWAY ZONE PLAN

PRIMARY AGENCY Federal Government
North Carolina State Emergency Response Team (SERT)
Sampson County Board of Commissioners
Sampson County Administration
Sampson County Emergency Services
Sampson County Public Health
Sampson County Sheriff
NC Cooperative Extension

SECONDARY AGENCY Municipal Government(s)
Sampson County Environmental Health
Sampson County Social Services

I. PURPOSE

The purpose of this plan is to provide a guide for Sampson County and its local governments to use in the event of a release of radioactive materials from the identified nuclear power plants and their potential for impact in the designated Ingestion Pathway Zone (IPZ).

II. SCOPE

A. SITUATION

Sampson County will be in a support role to the State of North Carolina and North Carolina Emergency Management (NCEM) for the purpose of direction and control of the overall consequence management of the event.

In the event of a radiological release, the agricultural community to include home gardens, livestock owners, farmers, food processors, and water supply agencies within the 50-mile Ingestion Pathway Zone (IPZ) of the facility will be notified of areas that may become contaminated. These areas will be advised of protective actions necessary to reduce the risk of contamination to farm equipment, livestock, agricultural products, and water supplies.

Steps will also be taken to identify the degree of contamination to human foods, livestock feeds, and water supplies. If necessary, controls on the food chain will be initiated and continued until the risk of contamination has ceased.

The 50-mile radius of the Ingestion Pathway Zone (IPZ) is based on the following considerations:

- The downwind range potentially threatened by contamination would generally be limited to approximately 50-miles or less from the nuclear power plant due to wind shifts, wind speed during the release, particle deposition, and time for radioactive decay of deposited particles.
- There may be a conversion of atmospheric iodine suspended in the atmosphere for long time periods to chemical forms that do not readily enter the ingestion pathway.
- Samples will be taken to identify the exact location of ground deposition and the degree of contamination to human foods, livestock feeds, and water supplies.

INGESTION PATHWAY ZONE PLAN

B. ASSUMPTIONS

- During ingestion pathway emergencies, the State of North Carolina will exercise its direction and control authority due to the multi-jurisdictional nature of the incident.
- State Agencies (SERT) may request county support to carry out assigned responsibilities.
- The majority of any released radiological particulates would be deposited on the ground within 50 miles of the nuclear power plant.
- Projected contamination should not exceed EPA-400 Protective Actions Guidance (PAG's) levels beyond the 50-mile planning zone.
- Sampling and monitoring procedures will be taken by Federal and State agencies to ensure that appropriate protective actions and recommendations will be made to safeguard the public.
- All IPZ counties assisting NCEM with radiological surveys, decontamination, and dosimetry will be provided just in time training for local responders. Requests for IPZ County mutual aid support will be managed through the NCEM WebEOC platform.
- Resources will be critical due to an increase in demand from surrounding counties.

III. CONCEPT OF OPERATIONS

A. PLANNING

1. Once the situation at the affected plant is stabilized and no further releases of radioactive material off-site have occurred or will occur, efforts will begin to define the geographic limits of the contamination. Identification of the geographic limits and radiation levels within the contaminated areas are necessary to know where and at what level ingestion Protective Action Decisions (PAD's) will need to be implemented.
2. Protective actions to be taken by the public will be recommended by N.C. Radiation Protection Section (RPS), the nuclear power plant/Duke Energy representatives and other related agencies following U.S. Food and Drug (FDA) guidance as published in "Accidental Radioactive Contamination of Human Food and Animal Feeds: Recommendations for State and Local Agencies" (1998). The Food and Drug Administration (FDA) provides guidance to state and local agencies for emergency response planning and execution of protective actions associated with production, processing, distribution, and use of human food and animal feeds that may be accidentally contaminated with radionuclide. The FDA recommends limiting the radiation exposure from consumption of accidentally contaminated food. This is accomplished by the following:
 - a) Setting limits, called Derived Intervention Levels (DILs), on the radionuclide activity concentration permitted in human food. DILs are limits on the concentration permitted in human food distributed in commerce.
 - b) Taking protective actions to reduce the amount of contamination.
3. In order for an effective response to take place in the event of an accident and release of radiation, knowledge of the agricultural community within the 50-mile

INGESTION PATHWAY ZONE PLAN

IPZ is needed. The Sampson County Cooperative Extension Office maintains current information on farms and crops in the county. The North Carolina Department of Agriculture also maintains farm and crop data. These agencies can provide the needed data to inform county decision makers of areas of concern. Three main areas of concern are: milk, food crops, and water supplies.

4. Due to their changing seasonal usage, croplands are not plotted in advance of an event. At the time of an event, our local cooperative extension office will provide the NC State Emergency Response Team (SERT) with current information concerning the location of farms and what crops and livestock are located within the IPZ. These farms may then be plotted on a composite map used by Sampson County and the state for incident planning purposes.

B. OPERATIONS

1) PREVENTIVE PROTECTIVE ACTIONS:

These protective actions would be initiated based on the evaluation of the situation and would remain in effect so that the concentrations remain below the recommended DILs. Suggested protective actions should be taken to:

- a) Avoid or limit, through precautionary measures, the amount of contamination that could become incorporated in human food and animal feed.
- b) Delay or limit consumption of human food and animal feeds suspected of being contaminated until the concentration or contamination has been determined.
- c) Reduce the amount of contamination in human food and animal feeds.
- d) Actions to prevent or reduce the contamination of food products are as follows: Provide emergency information notifications to the public.

Pastured Animals

- Removal of lactating dairy cows from potentially contaminated pasturage and substitute uncontaminated stored feed.
- Provide supply of uncontaminated water for livestock.

Milk

- Withhold contaminated milk from the market to allow short-lived radionuclide to decay. This is achieved by storage of frozen concentrated milk or frozen concentrated milk products.
- Storage for prolonged times at reduced temperatures provided ultra-high temperature pasteurization techniques are employed for processing.
- Diversion of fluid milk for production of dry whole milk, butter, or evaporated milk.

Fruits and Vegetables

- Washing, brushing, scrubbing, or peeling to remove surface contamination.
- Preservation by canning, freezing, and dehydration, or storage to permit radioactive decay of short-lived radionuclide.

INGESTION PATHWAY ZONE PLAN

Grains

- Milling and polishing.

Other food products

- Processing to remove surface contamination.

Meat and Meat Products

- Consider on a case-by-case basis. Intake of cesium 134 and cesium 137 by adults via the meat pathway may exceed that of the milk pathway; therefore, levels of cesium in milk approaching the "response level" should cause surveillance and protective actions for meat as appropriate.

Animal feed other than pasture

- Actions should be on a case-by-case basis. For hay and silage fed to lactating cows, the concentration should not exceed that equivalent to the recommendation for pasture.
- Increase non-contaminated mineral calcium to a maximum.

2) EMERGENCY PROTECTIVE ACTIONS

Actions should be taken by public officials to isolate food to prevent its introduction into commerce and to determine whether condemnation or other disposition is appropriate (e.g., embargo). This action is based upon actual sampling.

Responsible officials should recommend protective actions to prevent or reduce the introduction of contaminated products into commerce and determine whether condemnation or other disposition is appropriate. Before taking protective actions, the following areas should be considered:

- a) The availability of other possible protective actions.
- b) Relative proportions of the total diet by weight represented by the item in question.
- c) The importance of the particular food in nutrition and the availability of uncontaminated food substitutes having the same nutritional properties.
- d) The relative contribution of other foods and other radionuclides to the total projected dose.
- e) The time and effort required to effect corrective actions.

3) EMERGENCY PUBLIC INFORMATION

Information necessary for the protection of public health and welfare will be disseminated via the widest distribution possible using all available technology.

- a) A Joint Information Center (JIC) will be established by the state in response to this event, and county public information support will be provided to ensure accuracy of information and specifics concerning the overall impact throughout the event.
- b) To enhance the public information process, agricultural brochures and one-

INGESTION PATHWAY ZONE PLAN

page flyers are available through the County Cooperative Extension Office. The brochure explains Protective Action Guidance (PAG) and gives information on actions which may be required in the event of an accident at a nuclear power plant. The one-page flyers address specific concerns and may be reproduced and distributed as needed during an emergency.

4) AGRICULTURAL NOTIFICATION

Notification to the agricultural community of steps it can take to reduce the risk of contamination to livestock and farm commodities will be disseminated. Information not covered by the prepared messages will be addressed in public information coordinated by the Joint Information Center. This public information will also address recommendations to the general public as to the safety of consuming unprotected and/or unprocessed foods. These recommendations will follow FDA guidelines.

5) CONTAMINATED HUMAN FOOD SUPPLY

Protective actions will follow the guidance of NCEM and will be initiated subject to an evaluation of the situation and will continue until the absence of necessary actions or the concentrations remain below the DILs.

6) CONTAMINATED CROPLANDS

Protective actions will follow the guidance of NCEM and will be initiated subject to an evaluation of the situation and will continue until the absence of necessary actions or the concentrations remain below the DILs.

7) POTENTIAL DECISION MAKING CONSIDERATIONS

- a) Restricted Area is any area to which access is controlled for the protection of individuals from exposure to radiation and radioactive materials.
- b) Relocation is the removal or continued exclusion of people (households) from contaminated areas to avoid chronic radiation exposure.
- c) Reentry is where workers or members of the public go into a relocation or radiological contaminated area on a temporary basis under controlled conditions.
- d) Return is permanent resettlement in evacuation or relocation areas with no restrictions, based on acceptable environmental and public health conditions.
- e) Reoccupancy is the return of households and communities to relocation areas during the cleanup process, at radiation levels acceptable to the community.
- f) Recovery is the process of reducing radiation exposure rates and concentrations of radioactive material in the environment to acceptable levels for return by the general public for unconditional occupancy or use after the emergency phase of a radiological emergency. More broadly, recovery is accomplished through the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

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IV. ORGANIZATION AND RESPONSIBILITIES

A. GENERAL ORGANIZATION

- The Sampson County Board of Commissioners has the overall authority and responsibility for ensuring that the county government organization’s emergency requirements are adequately fulfilled to carry out operations during an emergency situation.
- All county government departments will provide their anticipated emergency requirements to the Sampson County Emergency Operations Center.
- Organizations that support the IPZ Plan are responsible for:
 - Each agency involved in response to an IPZ event is responsible for the safety of its own personnel, including training in the hazards of radiation, emergency response techniques, protective measures, the provision of protective clothing and equipment, and medical monitoring of personnel, if needed. (In this regard, each agency is, therefore, responsible for developing, maintaining, and updating training programs and standard operating procedures to support the IPZ event.)
 - Developing their respective SOP/SOGs for conducting emergency operations in the county or surrounding municipalities in support of the IPZ.
 - Developing memorandums of understanding/agreement or mutual aid agreements with other agencies as identified to support their operations.
 - Coordinating plans and operations with the Sampson County EOC.
 - Forwarding requests for outside assistance or resources to the Sampson County EOC for processing and prioritization.
- All county government personnel and/or organizations should provide support to all IPZ primary and secondary agencies as requested.
- County governments within the 50-mile IPZ of the Brunswick Nuclear Power Plant, Southport, NC (Duke-Progress Energy):

Bladen	Brunswick	Columbus
New Hanover	Onslow	Pender
Sampson	Horry, SC	

- County governments within the 50-mile IPZ of the Shearon Harris Nuclear Power Plant, New Hill, NC (Duke-Progress Energy):

Alamance	Harnett	Person
Caswell	Hoke	Randolph
Chatham	Johnston	Robeson
Cumberland	Lee	Sampson
Durham	Montgomery	Vance
Franklin	Moore	Wayne
Granville	Nash	Wilson
Guilford	Orange	Wake

- State of North Carolina agencies that may be involved:
 - Department of Public Safety (EM, SHP, NCNG)
 - Department of Environment and Natural Resources

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- Department of Agriculture
- Department of Health and Human Services
- NC State University
- NC Cooperative Extension Service
- Wildlife Resource Commission
- Department of Commerce
- Department of Transportation
- Federal agencies that may be involved:
 - Nuclear Regulatory Commission
 - Department of Energy
 - Environmental Protection Agency
 - Department of Health and Human Services
 - Food and Drug Administration
 - Federal Emergency Management Agency
 - Department of Agriculture
 - National Weather Service

B. ASSIGNMENT OF RESPONSIBILITIES

- Many tasks undertaken during the emergency operations will require the resources and the efforts of more than one agency of government.
- Some tasks may require the efforts of various combinations of County, State, and Federal agencies, and private organizations.
- County department agency heads, directors and supervisors are responsible for preparing their organization to accept the role of "lead agency" when directed by the appropriate authority.
- The plan lists major functions associated with emergency operations, primary and secondary response organizations, and the level of responsibility for the function. This list is a summary of the operational coordination that may be employed and is not all-inclusive. The department head, or their designee, for the function is responsible for organizing, training, equipping, committing, and controlling personnel for the response.
- The policy development, major decision-making, and operational elements of command and control are carried out as described in the Sampson County Emergency Operations Plan.

1) STATE GOVERNMENT

All protective action decisions and recommendations will be made by the state due to the involvement of multiple counties and the highly technical nature of an event. For specific responsibilities of State agencies refer to North Carolina Radiological Emergency Preparedness Plan (NCREP).

2) FEDERAL GOVERNMENT

Specific Federal Government responsibilities are listed in the NC Radiological Preparedness Plan.

3) PRIMARY COUNTY AGENCIES

a) Chief Elected Official

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- Provide direction and control over agencies to support the state response effort within the county.
- Carry out provisions of the General Statutes and local ordinances.
- Declare an emergency at the local level.

b) **County Manager**

- Upon notification by the County Emergency Services Director, or designee, of any emergency at a commercial nuclear power facility, notify the County Board of Commissioners of the situation.
- Ensure that EOC departmental representatives are designated and report to the EOC upon activation.
- Act on behalf of the Board of Commissioners in the control of the emergency operations.

c) **Sampson County Public Information Officer**

Function as the official county spokesperson and PIO or assure that a qualified, trained PIO is in place.

- Maintain contact with the SERT Public Information Officer through the State EOC Communications Center or the applicable utility Joint Information Center (JIC) to provide information for news releases.
- Review any JIC news releases concerning the county for accuracy of county-related information and notify the JIC of approval and/or requested changes.
- Coordinate rumor control activities with the JIC.
- Coordinate with municipal public information officers as needed.

d) **County Emergency Services Director**

- Upon notification by State Officials of an emergency classification event at the affected Nuclear Power Plant, notify the County Manager and the County Cooperative Extension Service of the situation.
- Activate the County EOC and staff with appropriate personnel when notified by the State of the declaration of Site Area Emergency at the appropriate facility.
- Maintain contact with the N.C. Emergency Management Regional Coordination Center (RCC) to receive status reports and other information.
- Coordinate activities of local agencies in support of state agencies operating in the county.
- Report pertinent information to the N.C. Emergency Management Regional Coordination Center and/or the State Emergency Operations Center.
- Request assistance from State and Federal agencies through the NCEM EOC, as needed.
- Coordinate through the county EOC the acquisition of personnel and

INGESTION PATHWAY ZONE PLAN

equipment for monitoring and decontamination.

- Assist county agencies with radiological exposure control measures.
- Ensure the tracking of individual exposure levels of county personnel and maintain records.

f) **County Public Health Director**

- Coordinate with NCDHHS and the county emergency medical services division head to implement the medical response plan for consequences of a nuclear emergency.
- Coordinate with NCDHHS to implement the system for follow-up of individuals exposed to radiation. Information such as location at time of emergency, radiation dose, contamination, treatment, and release status will be recorded.
- Coordinate with DHHS/RPS for a list of qualified radiological medical consultants who, if required, can assist local medical authorities.
- Provide liaison to the County EOC, and provide technical assistance, consultation and recommendations as related to human service needs.
- Assist in addressing individual health and human service needs of evacuees.
- Maintain close coordination with senior NC Radiation Protection Section (RPS) at the NCEM EOC representatives for current dose projections and downwind plume direction.
- Provide consultation on exposure levels for emergency workers serving in the IPZ.

g) **County Sheriff's Office**

- Send pre-designated personnel to the Sampson County EOC.
- Coordinate necessary law enforcement efforts, provide necessary traffic control measures in support of evacuation, and implement security procedures of the restricted areas.
- Establish roadblocks to reroute traffic and prevent unauthorized entry into contaminated or restricted areas.
- Maintain a log of authorized/unauthorized persons and vehicles entering and leaving a designated secured zone subsequent to evacuation.
- Direct potentially contaminated persons and vehicles to designated decontamination stations.
- Assist with coordination efforts of other law enforcement agencies.
- During a State of Emergency declared by the Governor, provide the NC State Highway Patrol with local law enforcement resources and assistance.
- Provide security at shelters if required.

h) **NC-Sampson Cooperative Extension Director**

INGESTION PATHWAY ZONE PLAN

- Serve as a liaison to local agricultural community.
- Serve as agricultural technical advisor in the Sampson County EOC.
- Coordinate with North Carolina Department of Agriculture to identify and maintain a farm and/or processing facilities database. Database should identify farms and processing facilities by individual commodity.
- Coordinate with North Carolina Department of Environmental Quality and the Department of Agriculture to identify and maintain dairy industry database. Database should identify individual farms and milk processing facilities.
- Coordinate distribution of protective action information within the impacted area.
- Assist State sampling teams operating in the county, as requested.
- Maintain contact with the North Carolina State University Cooperative Extension Service.

4) SUPPORT COUNTY AGENCIES

a) **County EMS Division Head**

- Coordinate with DHHS and the County Public Health Director to implement the medical response plan for consequences of a nuclear emergency.
- Coordinate with the Social Services Director to provide appropriate crisis counselors for both citizens and emergency response personnel.

b) **County Environmental Health Director**

- Provide information on food handlers and processors, within the IPZ, to support establishing a vulnerable facility database.
- Provide information and personnel, upon request, to assist state agencies with monitoring and the gathering of samples from food handlers and processors.
- Coordinate with local water utilities to identify water intake sources in the county, specifically in the impacted areas and update information as needed.
- Provide support to state agencies, as needed, for water sampling and intake control.

c) **County Finance Director**

- Keep accurate financial records and provide support staff to EOC if activated.

d) **County Social Services Director**

- Manage evacuees in the reception centers and congregate care centers (if established).
- Coordinate with the Senior Services Director to provide for the needs of medical and functional needs citizens at the reception centers and congregate care centers (if established).
- Coordinate human services functions, to include support of reception center

INGESTION PATHWAY ZONE PLAN

and congregate care center operations.

- Provide liaison to the County EOC, and provide technical assistance, consultation and recommendations as related to human service needs.
- Open and operate congregate care centers for evacuees. Provide for the registration of evacuees at congregate care centers

e) **School System Superintendents (Sampson County – Clinton City)**

- Provide school facilities outside the impacted area for use as reception centers, congregate care centers, and other incident support activities.
- Provide equipment and personnel to establish and operate kitchens for mass feedings.
- Support reception centers and congregate care center operations.
- Assist in reception centers and congregate care center management.

f) **Municipal Chief Elected Officials**

- Provide direction and control over municipal agencies to support the response effort within the county.
- Carry out provisions of the General Statutes and local ordinances.
- Request assistance through the Sampson County EOC, as needed.
- Ensure that pertinent information is reported to the County EOC.
- Declare an emergency at the municipal level.

g) **Municipal Manager(s)**

- Upon notification by the County Emergency Services Director, or designee, of any emergency at a commercial nuclear power facility, notify the respective municipal elected officials of the situation.
- Assign an EOC representative to report to the County EOC upon activation or to participate in any virtual briefings.
- Ensure that financial records of expenditures during emergencies are kept.
- Provide administrative and logistical support to response agencies that are assisting North Carolina State Emergency Response Team (SERT) agencies.
- Designate an official spokesperson to coordinate with the Sampson County on media releases and public information request.

V. ADMINISTRATION AND LOGISTICS

- Equipment and supplies for response to ingestion pathway activities will be provided from the responding agencies' resources. Equipment and supplies for the County EOC will be provided by the Emergency Management Office.
- Each State and county agency involved in ingestion pathway response activities will develop standard operating procedures to outline their agencies' assigned responsibilities during a major incident.

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VI. ATTACHMENTS

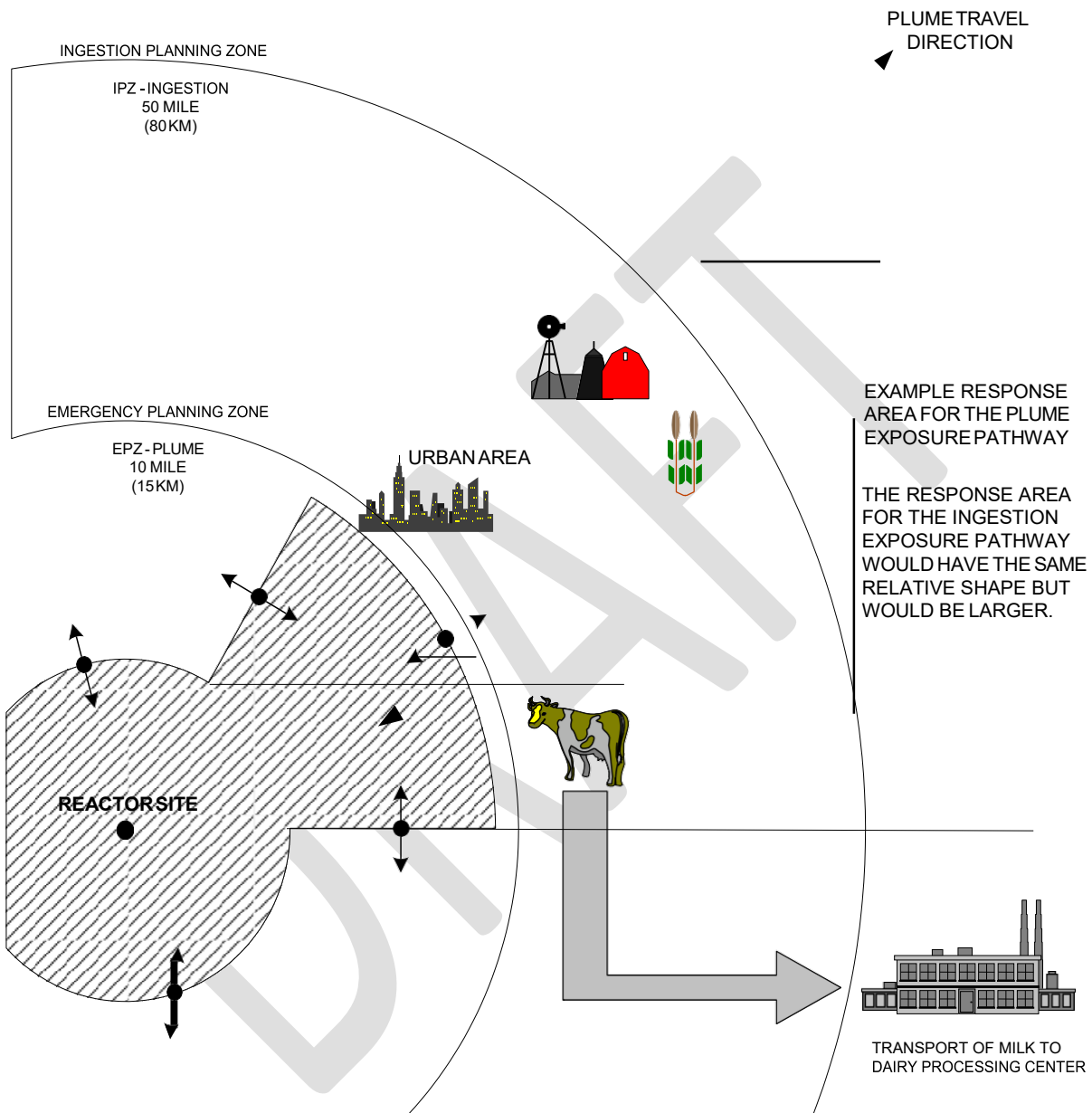
- A. EPZ Plume & Ingestion Concepts Map
- B. Sampson County Agency Responsibility Summary
- C. Emergency Classification and Protective Response Examples
- D. Recommended Protective Actions
- E. Sampson County IPZ Map
- F. Additional Forms
 - 1. IPZ EOC Checklist for Nuclear Plant Emergencies
 - 2. Evacuee / Emergency Worker Contamination Record Log
 - 3. Whole Body Survey Instructions
 - 4. Glossary of IPZ Terms
 - 5. County Dosimetry Issue Record Log

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INGESTION PATHWAY ZONE PLAN

ATTACHMENT A: EPZ PLUME & INGESTION CONCEPTS MAP

Concept of Planning Zones



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ATTACHMENT B: Sampson COUNTY AGENCY RESPONSIBILITY SUMMARY

FUNCTION	AGENCY	RESPONSIBILITY	
		Primary	Secondary
The responsibilities identified below cover County, Federal and private organizations. State responsibilities are listed in the State Plan.			
Command & Control	County Emergency Management	X	
Warning	County Emergency Management	X	
	County 911	X	
	National Weather Services (NWS)	X	
	Local Media		X
	County Fire Agencies		X
	County Law Enforcement Agencies		X
	County EMS		X
Notifications	County 911	X	
	NWS	X	
	County Public Information Officer	X	
Public Information	Sampson County PIO	X	
	Duke-Progress Energy	X	
	Local Media		X
	NWS		X
Law Enforcement	County Sheriff's Office	X	
	Municipal Law Enforcement	X	
	NC SHP		X
Transportation	Sampson Transportation	X	
	School Districts (SCS, CCS)		X
Emergency Assessment	Duke-Progress Energy	X	
	County Emergency Management		X
	NC-Sampson Cooperative Ext		X
Public Health	County Public Health	X	
Shelter, Mass Feeding, Human Services	County Social Services	X	
	County Public Health	X	
	County Senior Services	X	
	American Red Cross		X
	School Systems (SCS, CCS)	X	X
	County Emergency Management	X	X
	County Sheriff's Office		X
County EMS		X	
Fire	Municipal Fire Departments	X	
	Volunteer Fire Departments	X	
EMS	County EMS	X	
	Volunteer EMS Agencies	X	
Traffic Control	County Sheriff's Office	X	
	Municipal Law Enforcement	X	X
	NCSHP		X

INGESTION PATHWAY ZONE PLAN

FUNCTION	AGENCY	RESPONSIBILITY	
		Primary	Secondary
Medical Facilities	Sampson Regional Medical Center	X	
Protective Response	County Emergency Management County Public Health Sampson Cooperative Ext County Sheriff's Office County EMS County School System Duke-Progress Energy	X X X	X X X X
Radiological Exposure Control	County Emergency Management County Public Health NC- Cooperative Extension Duke-Progress Energy County Sheriff's Office Volunteer/Municipal Fire Agencies County EMS	X X X	X X X X

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INGESTION PATHWAY ZONE PLAN

ATTACHMENT C: EMERGENCY CLASSIFICATION AND PROTECTIVE RESPONSE EXAMPLES

EMERGENCY CLASSIFICATION	PROTECTIVE RESPONSE ACTIONS
<p style="text-align: center;">UNUSUAL EVENT</p> <p>Events that indicate potential degradation in the level of safety of the plant are in progress or have occurred. No release of radioactive material requiring offsite response or monitoring is expected unless further degradation occurs.</p>	<ol style="list-style-type: none"> 1. Notify persons on Key Alert List as appropriate. 2. Stand by until EAL degrades or escalate.
<p style="text-align: center;">ALERT</p> <p>Events that involve an actual or potential substantial degradation in the level of plant safety are in progress or have occurred. Any releases of radioactive material are expected to be limited to a small fraction of the limits set forth by the EPA.</p>	<ol style="list-style-type: none"> 1. Notify persons on Key Alert Lists. 2. Activate county EOC, as appropriate; alert key emergency personnel to standby status. 3. Maintain status until closeout, or escalation to a more severe emergency class.
<p style="text-align: center;">SITE AREA EMERGENCY</p> <p>Events that may result in actual or likely major failures of plant functions needed to protect the public are in progress or have occurred. Any releases of radioactive material not expected to exceed the limits set forth by the EPA except near the site boundary.</p>	<ol style="list-style-type: none"> 1. Notify key persons on Key Alert Lists. 2. Activate EAS, tone alert radios and provide public information. 3. Assemble personnel for mobile / route alerting. 4. Fully activate county EOC. 5. Alert personnel to standby for possible evacuation. 6. Maintain status until closeout, reduction of class or escalation to a more severe emergency class.
<p style="text-align: center;">GENERAL EMERGENCY</p> <p>Events that involve actual or imminent substantial core damage or melting of reactor fuel with the potential for loss of containment integrity are in progress or have occurred. Radioactive releases can be expected to exceed the limits set forth by the EPA for more than the immediate site area.</p>	<ol style="list-style-type: none"> 1. Activate EAS, tone alert radios, and mobile /route alert warning systems. 2. Consider sheltering and/or evacuating based on the protective action recommendations. 3. Maintain close status of the event until termination/closeout.

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ATTACHMENT D: RECOMMENDED PROTECTIVE ACTIONS

Recommended Protective Actions to Avoid Whole Body and Thyroid Dose From Exposure to a Gaseous Plume		
GENERAL PUBLIC		
Projected Population Dose TEDE*	Recommended Actions	Comments
<0.1 rem	No actions based on risk from radiation dose.	
0.1 to 1 rem	In-place Sheltering. Monitor environmental radiation levels.	Not to be interpreted as an additional lower level PAGs for in-place sheltering.
1 to 5 rems (TEDE*)	Evacuate General Public.	High risk may be due to immobility, infirmity, or adverse health conditions.
5 rems (CDE**)	In-place sheltering is an acceptable alternative for high-risk conditions.	Evacuation / in-place sheltering normally initiated at 1 rem. In-place sheltering is preferred action and provides equal or greater overall protection.
5 to 10 rems	Evacuate General Public In-place sheltering acceptable alternative when both immobile, infirmed persons and high-risk conditions are present.	10 rems are maximum dose for in-place shelters unless it will provide greater protection than evacuation. The possibility of shelter failure should be considered for in-place sheltering recommendations at projected doses >10 rem.
Inhalation of Radioiodine > 25 rems (CDE**)	Administration of stable iodine to institutional persons.	Requires authorization of the State Health Director or designee.

* TEDE = Total Effective Dose Equivalent

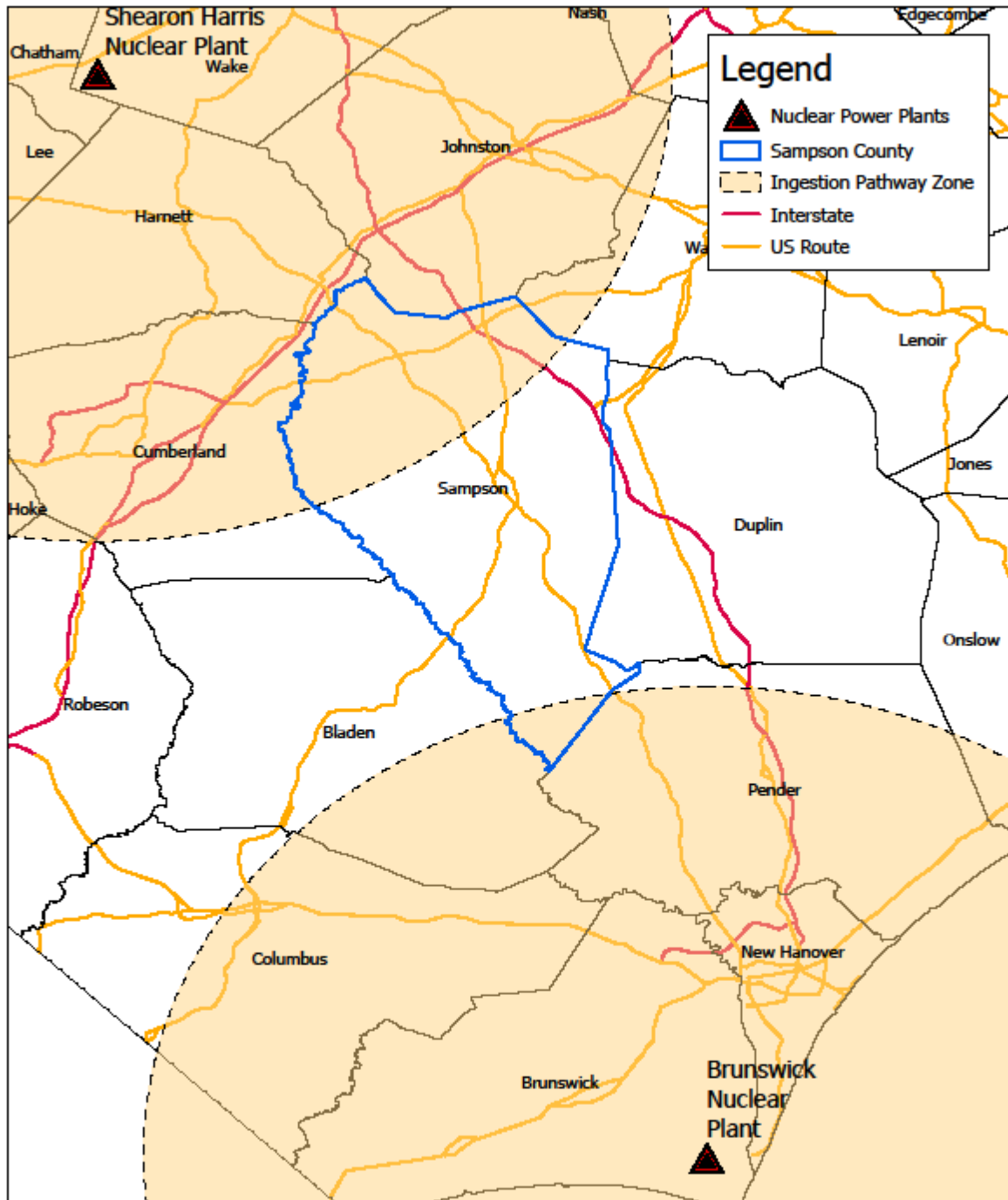
** CDE = Committed Dose Equivalent (To the thyroid from radioiodine)

INGESTION PATHWAY ZONE PLAN

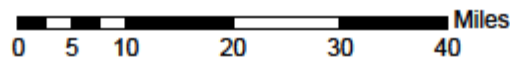
Recommended Protective Actions to Avoid Whole Body and Thyroid Dose From Exposure to a Gaseous Plume			
EMERGENCY WORKERS			
Dose Limits	Activity	Conditions	Comments
1 rem	All Activities	Cumulative dose reading. Consider implementing methods to maintain dose as low as reasonably possible.	1 rem is the “Administrative Limit” Value for Emergency Workers.
5 rems	All Activities	Implement worker rotation or other methods to maintain dose as low as reasonably possible.	5 rems are the “Turn Back” Value for Emergency Workers.
10 rems	Protecting Valuable Property	Lower dose not reasonably possible.	Only when protection of valuable property justifies potential increased health risk.
25 rems	Lifesaving or protection of large populations	Lower dose not reasonably possible.	Justified in situations where dose incurred by emergency worker executing his task will significantly lower the projected dose for the population being protected.
> 25 rems	Lifesaving or protection of large populations	VOLUNTARY BASIS ONLY Volunteers must be fully aware of health risks involved.	Awareness must include more than numerical values at which acute or delayed health effects will occur.

INGESTION PATHWAY ZONE PLAN

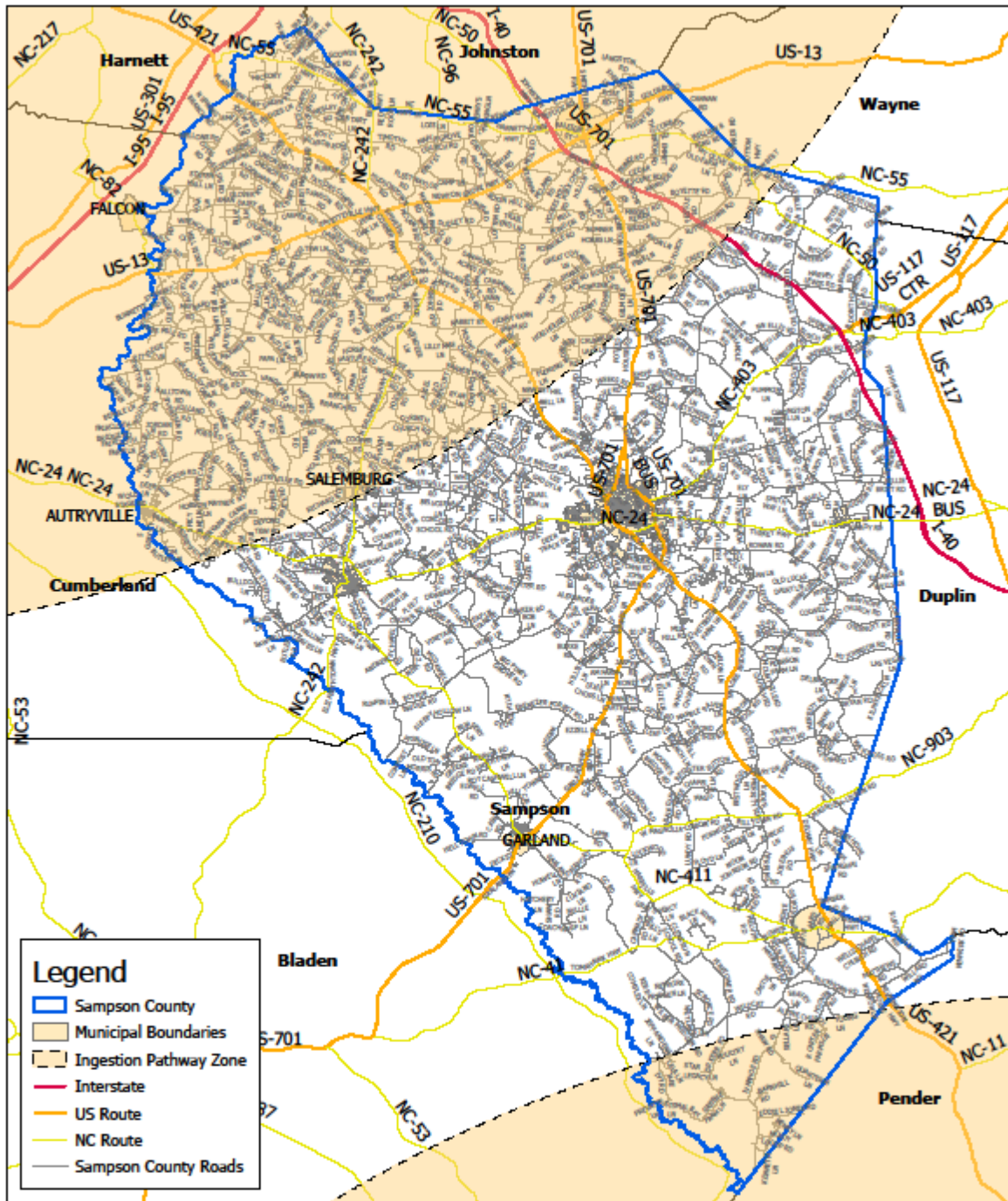
ATTACHMENT E: Sampson County IPZ Maps



**Sampson County
Ingestion
Pathway Zones**



INGESTION PATHWAY ZONE PLAN



**Sampson County
Ingestion
Pathway Zones**

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INGESTION PATHWAY ZONE PLAN

ATTACHMENT F: ADDITIONAL FORMS

1) EOC MANAGERS CHECKLIST FOR NUCLEAR PLANT EMERGENCIES

Overall Responsibilities from the County Plan	
<ol style="list-style-type: none"> 1. Activate the County EOC and staff with appropriate personnel when notified by the State of the declaration of Site Area Emergency (SAE) at the appropriate facility. 2. Prepare to maintain on a 24-hour basis if needed. 3. Advise county manager and elected leaders and provide situation reports and other information, including any recommendations to the State. 4. Develop contingency plans that provide for rapid and coordinated response of emergency services and coordinate protective response operations. 5. Provide and coordinate communications with the State and Federal response agencies. 6. Assemble and dispatch trained emergency workers to event locations as necessary. 7. Coordinate with the State for radiation detection instrumentation and decontamination equipment to support local agencies. 8. Coordinate support and training to the emergency workers in the field. 9. Monitor the National Weather Service current and long-term weather forecasts. 	
ALERT EVENT	
<input type="checkbox"/> REAL EVENT	<input type="checkbox"/> DRILL OR EXERCISE
By agreement between all the Risk (EPZ) Counties, the State, and the Nuclear Utility, all EOC's, facilities and the Joint Information Centers (JIC) will be activated & manned at ALERT	
ALERT was declared at: DATE: ____/____/____ TIME: _____	
1.	<input type="checkbox"/> The on-call EM Representative receives call from NCEM Regional Coordination Center (RCC) of event level ALERT
2.	<input type="checkbox"/> The EM activates the Local Response plan based on call received from the RCC
3.	The following departments/ agencies should be notified and requested to report to the EOC for a situation briefing:
	<input type="checkbox"/> a. Chairman, County Commissioners
	<input type="checkbox"/> b. County Manager
	<input type="checkbox"/> c. Emergency Services Director & ES Division Heads (911, EMS, Fire Marshal, EM)
	<input type="checkbox"/> d. Public Information Officer
	<input type="checkbox"/> e. Public Health Director
	<input type="checkbox"/> f. County Cooperative Extension Agent
	<input type="checkbox"/> g. Sheriff
	<input type="checkbox"/> h. DSS Director
	<input type="checkbox"/> i.
	<input type="checkbox"/> j.
	<input type="checkbox"/> k.

INGESTION PATHWAY ZONE PLAN

4.	Minimum items for briefing:	
	<input type="checkbox"/>	Event Status – EAL Level
	<input type="checkbox"/>	Time of Declaration: DATE: ____/____/____ TIME: _____
	<input type="checkbox"/>	Current and forecast weather data
	<input type="checkbox"/>	Advise agencies to review State EOP Annex B, Appendix 8 (REP Plan Part 1, Annex H) for possible implementation.
	<input type="checkbox"/>	Remind all county agencies to document and maintain records of all response expenditures. <i>(This is vital for possible reimbursement.)</i>
5.	<input type="checkbox"/>	Set clocks in EOC to time: _____. Coordinate Time with NCEM RCC
6.	<input type="checkbox"/>	Sign in on the State WebEOC system with event provided by RCC.
7.	<input type="checkbox"/>	Maintain contact with RCC & monitor WebEOC and daily SITREP on Web Site for potential upgrade or termination.
8.	<input type="checkbox"/>	Maintain WebEOC status boards and message logs of all EOC Activity every hour as necessary.
9.	<input type="checkbox"/>	LOOK AHEAD to SITE AREA EMERGENCY event activities.

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SITE AREA EMERGENCY EVENT																							
<input type="checkbox"/> REAL EVENT	<input type="checkbox"/> DRILL OR EXERCISE																						
SITE AREA EMERGENCY was declared at: DATE: ____/____/____ TIME: _____																							
1.	The on-call EM Representative receives call from NCEM Regional Coordination Center (RCC) of event level <u>SITE AREA EMERGENCY</u>																						
2.	<p>The following departments/ agencies should be notified and requested to report to the EOC for a situation briefing. (This is the minimum for a nuclear power facility activation)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>a. Chairman, County Commissioners</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>b. County Manager</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>c. Emergency Services Director & Division Heads (911, EMS, Fire Marshal, EM)</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>d. Public Information Officer</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>e. Public Health Director</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>f. County Cooperative Extension Agent</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>g. DSS Director</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>h. Radiological Safety Officer or Fire Dept. HAZMAT Chief</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>i. Public Works Director</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>j. Sheriff</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>k. Mayors of possibly affected Municipality/Town</td></tr> </table>	<input type="checkbox"/>	a. Chairman, County Commissioners	<input type="checkbox"/>	b. County Manager	<input type="checkbox"/>	c. Emergency Services Director & Division Heads (911, EMS, Fire Marshal, EM)	<input type="checkbox"/>	d. Public Information Officer	<input type="checkbox"/>	e. Public Health Director	<input type="checkbox"/>	f. County Cooperative Extension Agent	<input type="checkbox"/>	g. DSS Director	<input type="checkbox"/>	h. Radiological Safety Officer or Fire Dept. HAZMAT Chief	<input type="checkbox"/>	i. Public Works Director	<input type="checkbox"/>	j. Sheriff	<input type="checkbox"/>	k. Mayors of possibly affected Municipality/Town
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<input type="checkbox"/>	j. Sheriff																						
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3.	<p>Minimum items for briefing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>Event Status - EAL</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>Time of Declaration: DATE: ____/____/____ TIME: _____</td></tr> <tr><td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td><td>Status of any releases or Protective Action Recommendations</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>Current and forecast weather data for 24 / 36 / 48 hours</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>Review State EOP Annex B, Appendix 8 (REP Plan Part 1, Annex H) for taskings and information.</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>Remind all county agencies to document and maintain records of all response expenditures. (This is vital for possible reimbursement.)</td></tr> <tr><td style="width: 5%; text-align: center;"><input type="checkbox"/></td><td>Recommend County Manager’s Office advise elected officials</td></tr> </table>	<input type="checkbox"/>	Event Status - EAL	<input type="checkbox"/>	Time of Declaration: DATE: ____/____/____ TIME: _____	<input checked="" type="checkbox"/>	Status of any releases or Protective Action Recommendations	<input type="checkbox"/>	Current and forecast weather data for 24 / 36 / 48 hours	<input type="checkbox"/>	Review State EOP Annex B, Appendix 8 (REP Plan Part 1, Annex H) for taskings and information.	<input type="checkbox"/>	Remind all county agencies to document and maintain records of all response expenditures. (This is vital for possible reimbursement.)	<input type="checkbox"/>	Recommend County Manager’s Office advise elected officials								
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4.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td>UP-WIND IPZ Counties: Exit checklist but maintain contact with RCC & monitor WebEOC and daily SITREP on Web Site for event status upgrade or termination. Closely monitor local weather sources for any potential wind shift in the direction of the county.</td> </tr> <tr> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td>DOWN-WIND IPZ Counties: Continue Checklist.</td> </tr> </table>	<input type="checkbox"/>	UP-WIND IPZ Counties: Exit checklist but maintain contact with RCC & monitor WebEOC and daily SITREP on Web Site for event status upgrade or termination. Closely monitor local weather sources for any potential wind shift in the direction of the county.	<input type="checkbox"/>	DOWN-WIND IPZ Counties: Continue Checklist.																		
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<input type="checkbox"/>	DOWN-WIND IPZ Counties: Continue Checklist.																						
5.	<input type="checkbox"/> Have each functional group to determine a spokesperson to provide briefing every hour.																						
6.	<input type="checkbox"/> Request functional groups to assist in keeping the WebEOC “County Status Board” current.																						

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7.	<input type="checkbox"/>	The EM representative will advise the RCC and annotate WebEOC County status board when EOC is activated. Time of Activation: _____
8.	<input type="checkbox"/>	Consider other on-going events; consider how these events will affect response to this Event.
Have the County PIO accomplish the following:		
9.	<input type="checkbox"/>	a. Coordinate with the State JIC <i>PRIOR</i> to any media briefings or releases.
	<input type="checkbox"/>	b. Request to be on JIC distribution list for Frequently Asked Question (FAQ) answer packages.
	<input type="checkbox"/>	c. Monitor local TV and radio stations for news items on the event.
	<input type="checkbox"/>	d. Coordinate with the State JIC on rumor calls or FAQ requests.
10.	<input type="checkbox"/>	Keep WebEOC & EOC Status boards up to date
11.	<input type="checkbox"/>	Closely monitor local weather sources for any potential wind shift in the direction of the county. Maintain current weather conditions on status boards.
12.	<input type="checkbox"/>	Request functional groups to prepare a briefing on actions taken
13.	<input type="checkbox"/>	Advise any local utilities with water intakes in the potentially affected areas of possibility of needing to close
14.	<input type="checkbox"/>	Place additional transportation resources in stand by staging areas
15.	<input type="checkbox"/>	Advise NC SHP & DOT of equipment needs if Traffic Control Points (TCP) or Security Roadblocks (SRB) will need to be setup and operated.
16.	<input type="checkbox"/>	Review reentry/recovery guidelines and place needed resources on alert status
17.	<input type="checkbox"/>	Document departmental and EOC operations. Maintain a master file with copies of all messages in electronic or paper form.
18.	<input type="checkbox"/>	Advise EOC staff of estimated length of stay and arrange for shift change.
19.	<input type="checkbox"/>	Arrange for meals and quality of life elements for EOC staff.
20.	<input type="checkbox"/>	Request City/County radio shops to have battery charging units and extra batteries for radios.
21.	<input type="checkbox"/>	Establish communication links with private sector businesses
22.	<input type="checkbox"/>	LOOK AHEAD to the GENERAL EMERGENCY declaration event activities.

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GENERAL EMERGENCY EVENT		
<input type="checkbox"/> REAL EVENT	<input type="checkbox"/> DRILL OR EXERCISE	
The GENERAL EMERGENCY was declared at: DATE: ____/____/____ TIME: _____		
1.	<input type="checkbox"/>	The on-call EM Representative receives call from NCEM Regional Coordination Center (RCC) of event level <u>GENERAL EMERGENCY</u> at DATE: ____/____/____ TIME: _____
2.	<input type="checkbox"/>	Brief EOC staff on event classification.
3.	Minimum items for briefing:	
	<input type="checkbox"/>	Event Status - EAL
	<input type="checkbox"/>	Time of Declaration: DATE: ____/____/____ TIME: _____
	<input type="checkbox"/>	Status of any releases or Protective Action Recommendations
	<input type="checkbox"/>	Current and forecast weather data for 24 / 36 / 48 hours
	<input type="checkbox"/>	Review State EOP Annex B, Appendix 8 (REP Plan Part 1, Annex H) for taskings and information.
	<input type="checkbox"/>	Remind all county agencies to document and maintain records of all response expenditures. (This is vital for possible reimbursement.)
	<input type="checkbox"/>	Recommend County Manager's Office advise elected officials.
	<input type="checkbox"/>	Remind all county agencies to document and maintain records of all response expenditures. (This is vital for possible reimbursement.)
4.	<input type="checkbox"/>	<u>UP-WIND IPZ Counties:</u> Exit checklist but maintain contact with RCC & monitor WebEOC and daily SITREP on Web Site for event status upgrade or termination. Closely monitor local weather sources for any potential wind shift in the direction of the county.
5.	<input type="checkbox"/>	<u>DOWN-WIND IPZ Counties:</u> Continue Checklist.
6.	<input type="checkbox"/>	EOC functional groups will prepare hourly briefings on status and operations of their personnel.
7.	<input type="checkbox"/>	Prepare briefing with key private sector businesses and general business community.
8.	<input type="checkbox"/>	Assess resource needs and identify capability and short falls. Report these to the RCC and annotate in WebEOC Resource Request boards.
9.	<input type="checkbox"/>	Request KI supplies for emergency workers and general public from State Public Health.
10.	<input type="checkbox"/>	Discuss and concur with KI issuance for Emergency Workers and the general public if directed to do so with the State Health Department. Ensure all elected officials are in agreement with the issuance and ingestion of potassium iodide (KI).
11.	<input type="checkbox"/>	Mandate field personnel wear SRD and PRD dosimeters when entering contaminated or potentially contaminated areas.
12.	<input type="checkbox"/>	Close local water intake valves until water safety is confirmed.
13.	<input type="checkbox"/>	Notify Railways and local airfields of any release and path of plume as necessary.

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14.	<input type="checkbox"/>	Establish hotline and rumor control lines if not already in place for citizens to call.
15.	<input type="checkbox"/>	Refer all media request for information to the State JIC
16.	<input type="checkbox"/>	Provide for EOC shift change.
17.	<input type="checkbox"/>	Document EOC actions and field activity.
18.	<input type="checkbox"/>	Request State EM representative in local EOC.
19.	<input type="checkbox"/>	Request any technical support for interpretation of radiation data
20.	<input type="checkbox"/>	Maintain WebEOC and local status and message boards.
21.	<input type="checkbox"/>	Maintain current weather conditions as part of EOC status boards.
22.	<input type="checkbox"/>	Review reentry & recovery guidelines and place resources on standby.
23.	Ensure the following operations are in place or on standby for use as determined by plume direction and guidance from State & Federal radiological agencies	
	<input type="checkbox"/>	a. Reception Center and Congregate Care locations
	<input type="checkbox"/>	b. Emergency Worker Monitoring and Decontamination locations
	<input type="checkbox"/>	c. Traffic control points and Security Roadblocks.
24.	<input type="checkbox"/>	Keep all field personnel advised of status of event.
25.	<input type="checkbox"/>	Contact towns and give updates.
26.	<input type="checkbox"/>	Place support operations on standby to provide immediate response capability (i.e., Fire Departments, EMS, and Law Enforcement).
27.	<input type="checkbox"/>	Maintain documentation of costs and meet with State and Federal representatives on course of action to file for reimbursement of cost.
28.	<input type="checkbox"/>	Develop economic impact analysis.
29.	<input type="checkbox"/>	Implement return/recovery operations when directed by State EOC (SERT).
30.	<input type="checkbox"/>	Review Guidelines for demobilization of EOC and Field Operations.

Reminder about Radiation values for Emergency Personnel

1R or 1000 mR Administrative Turnback Value (Inform your Supervisor)
5R or 5000 mR State Turnback Value (Leave the area and inform Sup.)
25R or 25000 mR Emergency only (must receive permission to exceed limit)
> 25R or > 25000 mR Volunteer w/ Age (must receive permission to exceed limit)
Remind monitoring Teams any value greater than 300 CPM = Contamination!

COMMENTS

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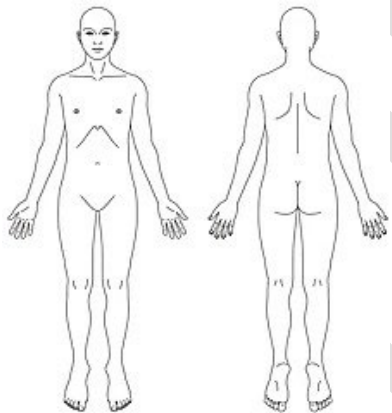
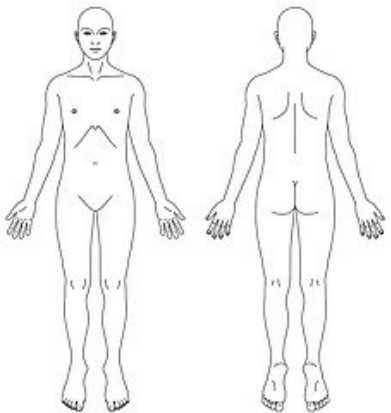
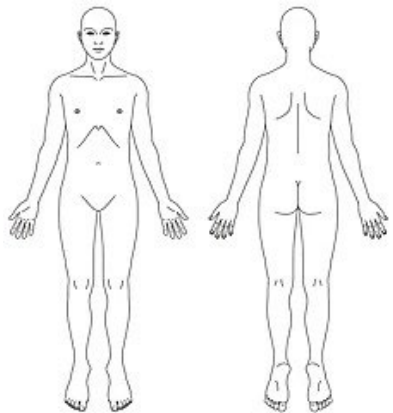
2) EVACUEE / EMERGENCY WORKER CONTAMINATION RECORD LOG

EVACUEE / EMERGENCY WORKER CONTAMINATION RECORD

Date: _____ Time: _____ Reception Center: _____
 Name: _____
 Home Address: _____
 Phone #: _____ DOB: _____ Social Security #: _____

*******MONITORING*******

On the body maps: designate injuries and contamination readings in Counts Per Minute (CPM)
 Mark any sections not used as "NA"

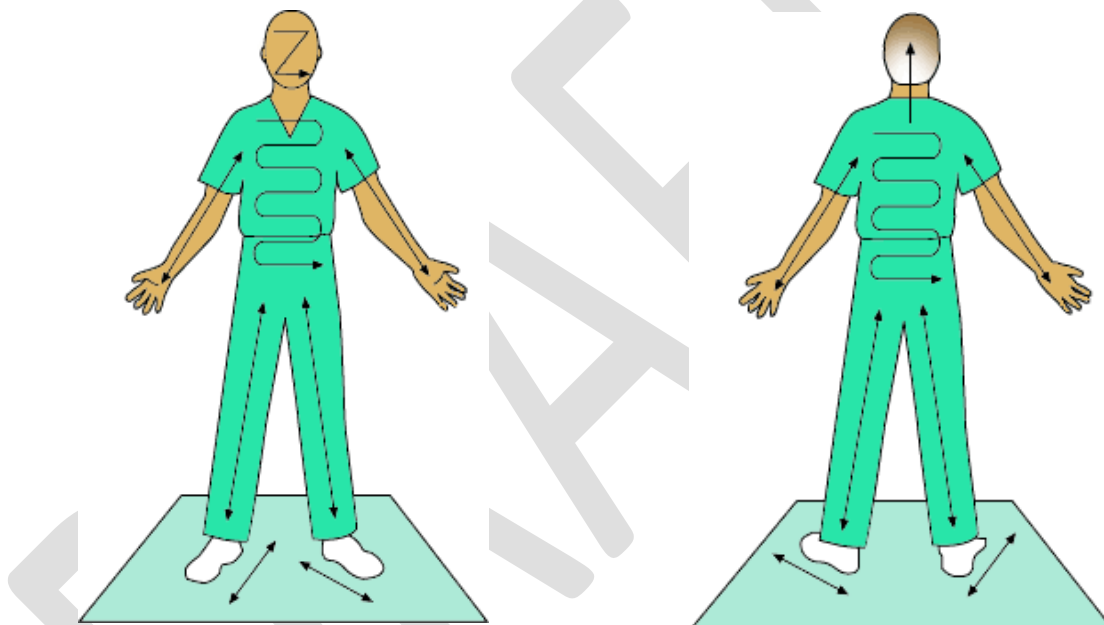
<u>1st Monitoring</u>	<u>2nd Monitoring</u>	<u>3rd Monitoring</u>
Background: _____ CPM Inst. Serial #: _____ Monitor: _____ Recorder: _____ Date: _____ Time: _____ <input type="checkbox"/> Remove Clothing <input type="checkbox"/> Sink Wash <input type="checkbox"/> Shower	Background: _____ CPM Inst. Serial #: _____ Monitor: _____ Recorder: _____ Date: _____ Time: _____ <input type="checkbox"/> Remove Clothing <input type="checkbox"/> Sink Wash <input type="checkbox"/> Shower	Background: _____ CPM Inst. Serial #: _____ Monitor: _____ Recorder: _____ Date: _____ Time: _____ <input type="checkbox"/> Remove Clothing <input type="checkbox"/> Sink Wash <input type="checkbox"/> Shower
		
<input type="checkbox"/> Uncontaminated <input type="checkbox"/> Sent for 2 nd monitoring	<input type="checkbox"/> Decontaminated <input type="checkbox"/> Sent for 3 rd monitoring	<input type="checkbox"/> Decontaminated <input type="checkbox"/> Referred to: _____ Medical Facility

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3) WHOLE BODY SURVEY INSTRUCTIONS

Whole Body Survey Instructions

1. Have the person stand on a clean step-off pad.
2. Instruct the person to stand straight, feet apart, arms extended with the palms up and fingers straight out.
3. Using the Inspector EXP radiation survey meter, monitor the hands and forearms to the elbows with the palms up, then repeat with the hands and arms turned over.
4. Start at the top of the head, cover the entire front of the body. Carefully monitor areas like the forehead, nose, mouth, neckline, torso, knees, and ankles.
5. Have the person turn around and repeat the survey on the back of the body, paying close attention to creases, folds, etc.
6. Monitor the sole of each foot as they move off the step-off pad.



Guidelines for Whole Body Survey (Frisk)

Note: If the probe touches the person while monitoring, **STOP** the monitoring and observe the background count. If unchanged from previous measurement continue with the monitoring, if background is elevated change out the probe cover, and then continue.

Note: Move the probe slowly. (about one to two inches per second). and without touching the person. over the body while listening for an increase in the count (click) rate. Keep the open face of the probe about one (1) inch from the surface being monitored. Take special care at the feet (especially the bottom of shoes), knees, face, hair, and hands. You may instruct the person to put on a pair of gloves to control any possibility of cross contamination. A whole-body survey for the average adult should take about four (4) minutes.

DRAFT

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4) Glossary of IPZ Terms

Access and functional needs: individual circumstances requiring assistance, accommodation, or modification for mobility, communication, transportation, safety, health maintenance, etc., due to any situation that limits an individual's ability to take action in an emergency

Activated: an EOC or other facility is considered activated as soon as notification of an incident is received and the Director/Commissioner/responsible representative makes the determination to activate the facility. The facility is not considered operational until it is ready to carry out full emergency operations with key decision-makers in place.

Alert: an ECL indicating that events are in progress or have occurred which involve an actual or potential substantial degradation of the level of safety of the plant or a security event that involves probable life-threatening risk to site personnel or damage to site equipment because of hostile action. Any releases are expected to be limited to small fractions of the EPA PAG exposure levels.

Alpha particle: a positively charged particle ejected spontaneously from the nuclei of some radioactive elements. It is identical to a helium nucleus that has a mass number of 4 and an electrostatic charge of +2. It has low penetrating power and short range (a few centimeters in air). The most energetic alpha particle will generally fail to penetrate the skin, and can be easily stopped by a sheet of paper. Alpha particles are hazardous when an alpha emitting isotope is introduced into the body.

Alpha radiation: comes from the ejection of alpha particles from the nuclei of some unstable atoms.

American National Standards Institute (ANSI): a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

American Red Cross (ARC): a humanitarian organization that provides emergency assistance, disaster relief, and disaster preparedness education in the United States.

Atom: the smallest particle of an element that cannot be divided or broken up by chemical means. It consists of a central core called the nucleus, which contains protons and neutrons. Electrons revolve in orbits in the region surrounding the nucleus.

Atomic energy: energy released in nuclear reactions, more appropriately called "nuclear energy." The energy that is released through a nuclear reaction or radioactive decay process. More specifically, it is the energy released when a neutron initiates the breaking up or fissioning of an atom's nucleus into smaller pieces (fission), or when two nuclei are joined together under millions of degrees of heat (fusion).

Background radiation: the natural radiation that is always present in the environment. It includes cosmic radiation which comes from the sun and stars, terrestrial radiation which comes from the Earth, and internal radiation which exists in all living things. The typical average individual exposure in the United States from natural background sources is about 300 millirems per year.

Best practice: peer-validated techniques, procedures, and solutions that prove successful and are solidly grounded in actual experience in operations, training, and exercises.

Beta particle: a charged particle (with a mass equal to 1/1837 that of a proton) that is emitted from a nucleus of a radioactive element during radioactive decay (or disintegration) of an unstable atom. A negatively charged beta

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particle is identical to an electron. A positively charged beta particle is called a positron. Large amounts of beta radiation may cause skin burns, and beta emitters are harmful if they enter the body. Beta particles may be stopped by thin sheets of metal or plastic.

Beta radiation: comes from the emission of beta particles during radioactive decay. Beta particles are highly energetic and fast-moving. They carry a positive or negative charge and can be stopped by a layer of clothing or few millimeters of a solid material. Beta particles can penetrate the skin and cause skin burns, but tissue damage is limited by their small size. Beta particles are most hazardous when inhaled or ingested.

Chronic radiation exposure: exposure to small doses of radiation over an extended period of time

Committed effective dose: the sum of the committed equivalent doses following intake (inhalation or ingestion) of a radionuclide to each organ multiplied by a tissue weighting factor

Congregate care: the provision of temporary housing and basic necessities for evacuees. Congregate care center: a facility for temporary housing, care, and feeding of evacuees.

Containment: a physical structure surrounding a reactor that is designed to prevent or control the release of radioactive material.

Contaminated: the condition resulting from the adhesion of radioactive particulates to the surface of structures, objects, soil, water, or living organisms (people, animals, or plants).

Contaminated, injured individuals: individuals who are: (1) contaminated with radioactive material that cannot be removed by the simple methods described in NUREG-0654/FEMA-REP-1, Rev. 2 evaluation criteria

J.13 and K.1.e; or (2) contaminated and otherwise physically injured. Individuals exposed to high levels of radiation may be injured, but not contaminated.

Contamination: undesirable radioactive material (with a potentially harmful effect) that is either airborne or deposited in (or on the surface of) structures, objects, soil, water, or living organisms (people, animals, or plants) in a concentration that may harm people, equipment, or the environment.

Counting: using an instrument to detect individual particles or gamma rays which interact with the detector on the instrument. For example, ambient radiation can be counted, or, alternatively, the radiation emitted by specific samples can be counted in units of counts per minute (cpm) or counts per second (cps).

Cumulative dose (radiation): the total dose resulting from repeated exposure to radiation of the same body region, or of the whole body.

Curie (Ci): a unit used to measure the intensity of radioactivity in a sample of material, equal to 37 billion (3.7×10^{10}) disintegrations per second.

Decay (radioactive): the decrease in the radiation intensity of any radioactive material with respect to time.

Decontamination: a process used to reduce, remove, or neutralize radiological, chemical, or biological contamination to reduce the risk of exposure.

Decontamination station: a building or location suitably equipped and organized where personnel and material are cleansed of chemical, biological, or radiological contaminants.

Department of Health and Human Services: manages the delivery of health and

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human related services for all North Carolinians.

Derived intervention level (DIL): concentration derived from the intervention level of dose at which the FDA recommends consideration of protective measures. DILs correspond to the radiation concentration in food throughout the relevant time period that, in the absence of any intervention, could lead to an individual receiving a radiation dose equal to the PAG, or in international terms, the intervention levels of dose.

Derived response level (DRL): the calculated concentration of a particular radionuclide in a particular medium (e.g., food) that will produce a dose equal to a PAG.

Dose: the quantity of energy absorbed from ionization per unit mass of tissue; a general term, which may be used to refer to the amount of energy absorbed by an object or person per unit mass. Known as the “absorbed dose,” this reflects the amount of energy that ionizing radiation sources deposit in materials through which they pass, and is measured in units of rad; the amount of radiation exposure a person has received, calculated considering the effectiveness of the radiation type (alpha, beta, gamma), the timeframe of the exposure, and the sensitivity of the person or individual organs.

Dose limits for emergency workers: the allowable accumulated dose during the entire period of the incident.

Dose rate: the radiation dose delivered per unit of time, measured for example in rem per hour. Dosimeter: a small portable instrument (such as a film badge, TLD, or electronic dosimeter) used to measure and record the total accumulated personal dose of ionizing radiation.

Dosimetry: the theory and application of the principles and techniques involved in measuring and recording doses of ionizing

radiation.

Drill: a coordinated, supervised activity usually employed to validate a specific operation or function in a single agency or organization. Drills are commonly used to provide training on new equipment, develop or validate new policies or pro

Effective dose: the sum of the products of the dose equivalent to each organ on a weighting factor, where the weighting factor is the ratio of the risk of mortality from delayed health effects arising from irradiation of a particular organ or tissue to the total risk of mortality from delayed health effects when the whole body is irradiated uniformly to the same dose. Usually considered as the external dose to the whole body.

Electron: a stable, negatively charged elementary particle of matter. Electrons orbit the positively charged nucleus of the atom.

Emergency: an unexpected event during the operation of an NPP that has a significant effect on the safety of the facility, personnel, or the public.

Emergency action level (EAL): a pre-determined, site-specific, observable threshold for an initiating condition that, when met or exceeded, places the plant in a given ECL.

(EAS): is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service providers, and direct broadcast satellite providers to provide the President with communications capability to address the American people within 10 minutes during a national emergency. The system also may be used by state and local authorities, in cooperation with the broadcast community, to deliver important emergency information, such as weather information, AMBER alerts and local incident information targeted to specific areas. Emergency classification level (ECL): one of a set of names or titles established by the NRC for

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grouping off normal events or conditions according to potential or actual effects or consequences and resulting onsite and offsite response actions. The four ECLs used for commercial NPPs, in ascending order of severity, are: NOUE, Alert, SAE, and GE.

Emergency operations center (EOC): a facility that is the primary base of operations for an ORO in a radiological incident

Evacuation (citizen evacuation): the urgent removal of people from an area to avoid or reduce high-level, short-term exposure, from the plume or from deposited radioactivity. Evacuation may be a preemptive action taken in response to a facility condition rather than an actual release.

Exposure: absorption of radiation or ingestion of a radionuclide. The exposure at a given point is a measurement of radiation in relation to its ability to produce ionization. The unit of measurement of the exposure is the roentgen. A measure of radiation dose received by a person, usually broken down and used to refer to whole-body exposure compared with exposure to the hands only.

Exposure rate: the rate of charge production from ionizing radiation per unit mass of air (e.g., the amount of gamma radiation that an individual would be exposed to in one hour as measured in air), commonly expressed in roentgens per hour (R/h) or milliroentgens per hour (mR/h).

Federal Radiological Monitoring and Assessment Center (FRMAC): a center usually located at an airport near the scene of a radiological emergency from with the DOE Offsite Technical Director conducts the NRF response. This center need not be located near the onsite or Federal state operations centers as long as its operations can be coordinated with them.

Field monitoring team (FMT): a group

used to detect and monitor radiation in the environment (e.g., measure radiation levels in the air, water, vegetation, soil, etc.).

Fixed contamination: contamination that remains after loose contamination has been removed by decontamination.

Functional needs support services (FNSS): services that enable individuals to maintain their usual level of independence in a general population shelter. FNSS includes reasonable modifications to policies, practices, procedures, durable medical equipment, consumable medical supplies, personal assistance services, and other goods and services as needed. Children and adults requiring FNSS may have physical, sensory, mental health, and cognitive and/or intellectual disabilities affecting their ability to function independently without assistance. Others who may benefit from FNSS include women in late stages of pregnancy, elders, and those needing bariatric equipment.

Gamma radiation: from the emission of high-energy, weightless, charge less photons during radioactive decay. Gamma photons are pure electromagnetic energy and highly penetrating—several inches of lead or a few feet of concrete may be required to attenuate them. External exposure to gamma rays poses a health threat to the entire body. Inhalation and ingestion of gamma emitters also poses a health threat.

Gamma rays: the most penetrating of the three types of ionizing radiation, gamma rays are electromagnetic radiation like light, radio waves, and microwaves. Similar to X-rays, but usually more powerful, they have no mass; they are only energy. Gamma rays are best stopped or shielded against by dense material such as concrete or lead.

Geiger-Mueller (G-M) detector: a type of radiation detector that can be used to measure the gamma, or beta plus gamma radiation, depending on whether the detector is covered

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by a beta shield.

General Emergency (GE): an ECL indicating that events are in progress or have occurred which involve actual or imminent substantial core degradation or melting with potential for loss of containment integrity or hostile action that results in an actual loss of physical control of the facility. Releases can be reasonably expected to exceed EPA PAG exposure levels offsite for more than the immediate site area.

Geographic information system (GIS): a system designed to capture, store, manipulate, analyze, manage, and present all types of geographical data. Geo-targeting: the practice of delivering content to a user based on his or her geographic location.

Gray (Gy): one of the two units used to measure the amount of radiation absorbed by an object or person, known as the “absorbed dose,” which reflects the amount of energy that radioactive sources (with any type of ionizing radiation) deposit in materials (e.g., water, tissue, air) through which they pass. One gray is the international system of units (SI) equivalent of 100 rads, which is equal to an absorbed dose of 1 joule/kilogram. An absorbed dose of 0.01 Gy means that 1 gram of material absorbed 100 ergs of energy (a small but measurable amount) as a result of exposure to radiation.

Half-life: the time required for the activity of a given radioactive substance to decrease to half of its initial value due to radioactive decay. The half-life is a characteristic property of each radioactive species and is independent of its amount or condition. The effective half-life of a given isotope on the body is the time in which the quantity in the body will decrease to half as a result of both radioactive decay and biological elimination. Half-lives vary from millionths of a second to billions of years.

Hostile action: an act directed toward an NPP or its personnel that includes the use of violent force to destroy equipment, take hostages, and/or intimidate the licensee to achieve an

end. This includes attack by air, land, or water using guns, explosives, projectiles, vehicles, or other devices used to deliver destructive force.

Hot spot: region in a contaminated area in which the level of radioactive contamination is considerably greater than in neighboring regions.

Ingestion exposure pathway: the principal exposure from this pathway would be from ingestion of contaminated water or foods, such as milk or fresh vegetables. The duration of potential exposure could range in length from hours to months to even years.

Ingestion exposure pathway EPZ: a geographic area, approximately 50 miles in radius, including and surrounding a commercial NPP, within which the health and safety of the general public could be adversely affected through the ingestion of water or food that has been contaminated through exposure to radiation, primarily from the deposition of radioisotopes after a radiological incident.

Integrated Public Alert and Warning System (IPAWS): a comprehensive, coordinated, integrated system that can be used by authorized public officials to deliver effective alert messages to the American public. IPAWS is the nation’s next-generation infrastructure of alert and warning networks and ensures the President can alert and warn the public under any condition. IPAWS will provide Federal, state, territorial, tribal, and local warning authorities the capabilities to alert and warn their communities of all hazards impacting public safety and well-being via multiple communication pathways.

Intermediate phase: the period beginning after the source and releases have been brought under control (has not necessarily stopped but is no longer growing) and reliable environmental measurements are available for use as a basis for decisions on protective actions and extending until these additional protective actions are no longer needed. This phase may

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overlap the early phase and late phase and may last from weeks to months.

Iodine (I): an element of the periodic table. Only one stable isotope exists, the rest are radioactive and artificially created. The most common, iodine-131 and iodine-125, are used for medical treatment of the thyroid gland and in research.

Ionizing radiation: any radiation that displaces electrons from atoms or molecules, thereby producing ions. Alpha, beta, and gamma radiation are examples. Ionizing radiation may damage skin and tissue.
Irradiation: exposure to radiation. **Isotope:** nuclides having the same number of protons in their nuclei and the same atomic number, but differing in the number of neutrons and atomic mass number. Some isotopes of a particular element may be radioactive while the others are not.

Joint information center (JIC): a location that facilitates operation of the JIS, where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions.

Joint information system (JIS): a structured approach to organizing, integrating, and delivering information that ensures that timely, accurate, accessible, and consistent messages can be delivered across multiple jurisdictions and/or disciplines to the media, NGOs, and the private sector. Critical supporting elements of the JIS include the plans, protocols, procedures, and structures used to provide public information. **Just-in-time training:** instructions provided to personnel immediately prior to performing the assigned task or function.

Key staff: those emergency personnel, sufficient in numbers and functions, necessary to carry out emergency operations as set forth in the plans/procedures.

KI (potassium iodide): see potassium

iodide.

Late phase: the period beginning when recovery actions designed to reduce radiation levels in the environment to acceptable levels are commenced and ending when all recovery actions have been completed. This phase may extend from months to years. A PAG level, or dose to avoid, is not appropriate for long-term cleanup.

Measuring: refers to counting to detect radiation levels or determining other parameters, such as the energy of radiation or physical characteristics of samples, such as the volume of an air sample.

Micro (μ): a prefix that divides a basic unit by 1 million. It is represented by the Greek letter "mu" (" μ "). Example: 1 micrometer = $1 \mu\text{m} = 1/1,000,000$ meters (1×10^{-3} m).

Microcurie (μCi): a one-millionth part of a curie (see curie).

Milli (m): a prefix that divides a basic unit by one thousand. It is represented by the Greek letter "m." Example: 1 millimeter = $1 \text{mm} = 1/1,000$ meters (10^{-3} m).

Millicurie (mCi): a one-thousandth part of a curie (see curie).

Millirem (mrem): a one-thousandth part of a rem (see rem).

Milliroentgen (mR): a one-thousandth part of a roentgen (see roentgen [R]).

Monitoring: the act of detecting the presence of radiation and the measurement of radiation levels, usually with a portable survey instrument.

Monitoring and decontamination facility:

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a temporary facility established outside the plume exposure pathway EPZ for the purpose of monitoring and decontaminating emergency workers and their vehicles and equipment used in the plume and/or areas contaminated by the plume.

National Incident Management System (NIMS): a systematic, proactive approach to guide all levels of government, NGOs, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the NPS. NIMS provides a consistent foundation for dealing with all incidents, ranging from daily occurrences to incidents requiring a coordinated Federal response.

Neutron: an uncharged particle found in the nucleus of every atom heavier than hydrogen. Neutrons sustain the fission chain reaction in a reactor.

Notification of Unusual Event (NOUE): an ECL indicating that events are in progress or have occurred which indicate a potential degradation of the level of safety of the plant or indicate a security threat to facility protection. No releases of radioactive material requiring offsite response or monitoring are expected unless further degradation of safety systems occurs. This term is sometimes shortened to Unusual Event (UE) or other similar site-specific terminology. The terms Notification of Unusual Event, NOUE, Unusual Event, and UE are used interchangeably.

Nuclear radiation: the particulate and electromagnetic radiation emitted from atomic nuclei in various nuclear processes. The important types of nuclear radiation (from the weapons standpoint) are alpha and beta particles, gamma rays, and neutrons. All nuclear radiations are ionizing radiations, but the reverse is not true.

Occupational dose: the internal and external dose of ionizing radiation received by workers in the course of employment in such areas as fuel cycle facilities, industrial radiography, nuclear medicine, radiological materials inspectors, and NPPs. These workers are exposed to varying amounts of radiation, depending on their jobs and the sources with which they work. The NRC requires its licensees to limit occupational exposure to 5,000 mrem (50 mSv) per year. Occupational dose does not include the dose received from natural background sources, doses received as a medical patient or participant in medical research programs, or “second-hand doses” received through exposure to individuals treated with radioactive materials.

Permanent record dosimeter (PRD): a device designed to be worn by a single individual for the assessment of radiation dose from external sources of radiation and evaluated by a processor accredited by the National Voluntary Laboratory Accreditation Program or other accreditation program in accordance with American National Standards Institute, Standard N13.11-2009, Personal Dosimetry Performance - Criteria for Testing. Film badges, TLDS, and OSLDs are examples of PRDs.

Plume: generally a gaseous atmospheric release from an NPP, from a radiological incident, which may contain radioactive noble gases and volatile solids. While emergency plans/procedures must recognize the very low probability that particulates could be released in a serious incident, primary emphasis is given to the development of protective actions against the release of noble gases and volatiles, such as radio-iodines. This cloud is not visible to the eye, but can be measured, or “seen” with radiation measurement equipment.

Plume phase: see early phase

Plume exposure pathway: the means by

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which whole body radiation exposure occurs as a result of immersion in a gaseous release of radioactive material. The principal exposure sources from this pathway are: (a) whole body external exposure to gamma radiation from the plume and from deposited materials, and (b) inhalation exposure from the passing radioactive plume. The duration of principal potential exposures could range in length from 30 minutes to days.

Plume exposure pathway EPZ: a geographic area, approximately 10 miles in radius, including and surrounding a commercial NPP within which the health and safety of the general public could be adversely affected by direct whole body external exposure to gamma radiation from the plume and from deposited materials, as well as inhalation exposure from the passing radioactive plume during a radiological incident.

Post-plume phase: the period that includes response activities (such as limiting exposure from ingestion of contaminated food and water, relocation, reentry, and return) occurring after a radiological release has been terminated.

Potassium iodide (KI): a prophylactic compound containing a stable (i.e., non-radioactive) form of iodide that can be used effectively to block the uptake of radioactive iodine by the thyroid gland in a human being. Commonly referred to as a radio-protective drug.

Precautionary protective actions: any preventive or protective action implemented without the verification of radionuclide measurements by field monitoring or laboratory analysis.

Projected dose: the prediction of the dose that a population or individual could receive.

Protective action: an action taken to avoid or reduce projected dose, isolate food to prevent its introduction into commerce and to determine

whether condemnation or other disposition is appropriate, and/or prevent or reduce contamination of milk, food, and drinking water such as covering water sources and providing dairy cows with stored feed. See also protective measure.

Protective action decision (PAD): measures taken in anticipation of, or in response to, a release of radioactive material to the environment. The purpose of a PAD is to provide dose savings by avoiding or minimizing the radiation exposure received by individuals, thereby minimizing the health risks resulting from radiation exposure. Sheltering and evacuation are the two PADs relied upon for limiting the direct exposure of the general public within the plume exposure pathway EPZ for limiting exposure from contaminated food and water in the ingestion exposure pathway EPZ.

Protective action guide (PAG): the projected dose to an individual, resulting from a radiological incident at which a specific protective action to reduce or avoid that dose is warranted.

Protective action recommendation (PAR): an advisement from an NPP licensee and OROs with responsibilities to conduct radiological accident assessment to state, local, and/or tribal government officials, concerning emergency response measures that should be taken to protect the public from exposure to radiation.

Protective measure: an action taken in the event of a radiological emergency at, or related to, an NPP to protect the public from exposure to radiation. See also protective action.

Protective response: implementation of a protective action, including authority to request Federal assistance, and to initiate other protective actions.

Proton: a positively charged atomic particle.

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Protons, along with neutrons, are the primary components of atomic nuclei. The atomic number of an atom is equal to the number of protons in its nucleus.

Public information: information provided to the general public on a periodic basis concerning what they should know about radiation and how to respond to a radiological emergency. This would include topics such as educational information about radiation, who to contact for additional information, and what their actions should be in an actual emergency.

Public Information Officer (PIO): a member of the Command Staff who serves as the conduit for information to internal and external stakeholders, including the media or other organizations seeking information directly from the incident or event.

Radiation absorbed dose (rad): the basic unit of absorbed dose radiation. One rad represents the absorption of 100 ergs of nuclear (or ionizing) radiation per gram of the absorbing material or tissue (see roentgen).

Radiation emergency area (REA): an area in a medical facility for monitoring, decontamination, and the treatment of a potentially contaminated, injured, and potentially exposed emergency workers and members of the general public.

Radiation protection: the protection of people from the effects of exposure to ionizing radiation, and the means for achieving this.

Radio Amateur Civil Emergency Service (RACES): a protocol created by FEMA and the Federal Communications Commission (FCC Part 97, Section 407). Many government agencies across the country train their Auxiliary Communications Service (ACS) volunteers using the RACES protocol. The volunteers serve their respective jurisdictions pursuant to guidelines and mandates established by local emergency management officials. RACES

volunteer operators are activated by local, county, and state jurisdictions and are the only Amateur Radio operators authorized to transmit during declared emergencies when the President of the United States specifically invokes the War Powers Act.

Radioactivity: the spontaneous decay or disintegration of an unstable atomic nucleus, usually accompanied by the emission of ionizing radiation, generally alpha or beta particles, often accompanied by gamma rays from the nuclei of an unstable isotope.

Radioisotope: an unstable form of an element that decays or disintegrates spontaneously, emitting radiation. Approximately 5000 natural and artificial radioisotopes have been identified.

Radiological emergency: a type of radiological incident that poses an actual or potential hazard to public health or safety or loss of property.

Radiological Emergency Preparedness (REP) exercise: an event involving organizational responses to a simulated commercial NPP incident with radiological consequences. The purpose of an exercise is to test the integrated capabilities of onsite and OROs to implement emergency functions set forth in their radiological emergency response plans/procedures.

Radiological Emergency Preparedness (REP) Program: refers to both FEMA and NRC programs that administer emergency preparedness for commercial NPPs and surrounding areas and encompasses the plans, training, exercises, and resources necessary to prepare emergency response personnel to rapidly identify, evaluate, and respond to radiological emergencies.

Radiological survey: the directed effort to determine the distribution of radiological material and dose rates in an area.

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Radionuclide: a radioactive isotope of a particular element.

Radioprotective drug: a chemical compound or substance serving to protect or aid in protecting against the injurious effects of radiation.

Range of reading sticker: indicates the acceptable range of readings that the meter indicates when it is response checked using a standard test source. If the response check results in readings that fall outside of the range specified on the sticker, the instrument is removed from service and not used for recording activity levels.

Rapidly-escalating incident: an incident that develops potential or actual severe core damage within a short time. Such an incident results in an initial declaration of or rapid escalation (within 30 minutes) to a SAE or GE.

Reasonable assurance: a determination that NRC licensee or applicant onsite plans and state, local, and tribal government and utility offsite plans and preparedness are adequate to protect public health and safety in the emergency planning areas of a commercial NPP.

Reception/relocation center (RC): a pre-designated facility located outside the plume exposure pathway EPZ (at a minimum distance of 15 miles from the NPP) at which the evacuated public can register; receive radiation monitoring and decontamination; receive assistance in contacting others; receive directions to congregate care centers; reunite with others; and receive general information. It generally refers to a facility where monitoring, decontamination, and registration of evacuees are conducted. A reception/relocation center is also referred to as a registration center or public registration and decontamination center.

Recovery: the process of reducing radiation exposure rates and concentrations of radioactive material in the environment to

acceptable levels for return by the general public for unconditional occupancy or use after the emergency phase of a radiological emergency. More broadly, recovery is accomplished through the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Recovery plan: a plan to restore an incident-affected area or community.

Reentry: workers or members of the public going into a relocation or radiological contaminated areas on a temporary basis under controlled conditions.

Release: escape of radioactive materials into the environment.

Release rate: the measure of the amount of radioactive material dispersed per unit of time.

Relocation: the removal or continued exclusion of people (households) from contaminated areas to avoid chronic radiation exposure.

Relocation area: areas where people (households) have been removed or excluded to avoid chronic radiation exposure. May also be referred to as Restricted Area.

Relocation center (RC): see reception/relocation center

Reoccupancy: the return of households and communities to relocation areas during the cleanup process, at radiation levels acceptable to the community.

Responsible ORO: an organization designated in emergency response plans/procedures as the organization responsible for a specific emergency function.

INGESTION PATHWAY ZONE PLAN

Restricted area: any area to which access is controlled for the protection of individuals from exposure to radiation and radioactive materials.

Restricted zone: an area of controlled access from which the population has been evacuated, relocated, or sheltered-in-place.

Return: permanent resettlement in evacuation or relocation areas with no restrictions, based on acceptable environmental and public health conditions.

Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act): signed into law November 23, 1988; amends the Disaster Relief Act of 1974, Pub. L. 93-288. This Act constitutes the statutory authority for most Federal disaster response activities, especially as they pertain to FEMA and FEMA programs.

Roentgen (R): a unit of exposure of gamma (or X-ray) radiation in field dosimetry. One roentgen is essentially equal to one rad. A unit for measuring the amount of radiation energy imparted to a volume of air. The roentgen can only be used to measure X-rays or gamma rays.

Roentgen equivalent man (rem): the unit of dose of any ionizing radiation that produces the same biological effect as a unit of absorbed dose of ordinary X-rays. A unit of dose for measuring the amount of ionizing radiation energy absorbed in biological tissue.

Sampling: collecting specimens of materials (e.g., particles or radioiodine in the air, animal feed, vegetation, water, soil, or milk) at field locations.

Shelter-in-place: a protective action that includes going indoors, listening to an EAS radio or television station, closing all windows and doors, closing exterior vents, and turning off heating and air conditioning equipment using outside air.

Shield: any material or obstruction that absorbs radiation and thus tends to protect personnel or materials from the effects of ionizing radiation.

Sievert (Sv): the international system (SI) unit for dose equivalent equal to 1 Joule/Kilogram. 1 sievert= 100 rem.

Site Area Emergency (SAE): an ECL indicating that events are in progress or have occurred which involve an actual or likely major failure of plant functions needed for protection of the public or hostile action that results in intentional damage or malicious acts: 1) toward site personnel or equipment that could lead to the likely failure of; or 2) prevents effective access to equipment needed for the protection of the public. Any releases are not expected to result in exposure levels which exceed EPA PAG exposure levels beyond the site boundary.

State of emergency: a situation of national danger or disaster in which a government suspends normal constitutional procedures in order to regain control.

Stay time: the period during which personnel may remain in a restricted or contaminated area before accumulating a pre-identified permissible exposure or dose.

Strontium (Sr): a high-energy beta source that can be used as an energy source for satellites, remote weather stations, and navigation buoys. Four naturally stable and 12 unstable isotopes of strontium exist. The most common unstable isotope is strontium-90, a product of nuclear fallout that has a half-life of 28 years.

Survey meter: a portable instrument used in radiological monitoring to detect and measure ionizing radiation.

Thermoluminescent dosimeter (TLD): a type of dosimetry badge used to measure an individual's level of exposure to ionizing

INGESTION PATHWAY ZONE PLAN

radiation. It is characteristic of thermoluminescent material that radiation produces internal changes that cause the material, when subsequently heated, to give off a measurable amount of light directly proportional to the radiation dose. This type of dosimeter cannot be read directly by the wearer; it must be read by a laboratory.

AMBER Alerts; and Presidential Alerts during a national emergency

X-ray: a penetrating form of electromagnetic radiation that is used in medical and industrial applications.

Threat and Hazard Identification and Risk Assessment (THIRA): a comprehensive guide to identifying and addressing risks and impacts through the whole community approach; this is a joint effort between Federal, state, local, and tribal governments, and territorial organizations.

Trigger/action levels: a designated value whereby an individual is directed to perform a specific action. Also, the threshold for contamination levels that trigger the need for decontamination established in the plans/procedures.

Uranium (U): an element of the periodic table. There are two primary isotopes: uranium-238, which accounts for 99 percent of all uranium; and uranium-235, the fissionable isotope that sustains the fission reaction in a nuclear reactor.

Voluntary Organizations Active in Disasters (VOADs): an association of organizations that mitigate and alleviate the impact of disasters; provides a forum promoting cooperation, communication, coordination and collaboration; and fosters more effective delivery of services to communities affected by disaster

Whole body dose: see total effective dose (TED).

Wireless Emergency Alert (WEA) system: delivers emergency messages sent by authorized government alerting authorities through your mobile carrier. Types of alerts include: extreme weather and other threatening emergencies;

INGESTION PATHWAY ZONE PLAN

5) Dosimetry Issue Record

Sampson County Dosimetry Issue Record									
Name	DoB / Social Security #	0-20 R Pocket Dosimeter or Electronic Dosimeter#	Permanent Record Dosimeter (PRD) Serial #	Issued Personal Radiation Exposure Card?	Agency	Date Issued	Initials of Person Receiving Dosimetry	Date Returned	Position Vehicle or Truck #
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					
				Yes / No					

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

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: September 21, 2022
Subject: Disabled Veteran Exclusion
(GS 105-277.1 c)

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

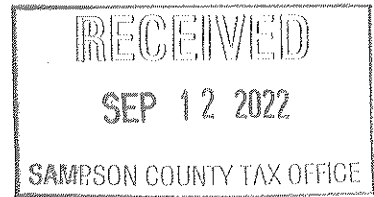
The applicant is as follows:

Darrell Wilson

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on September 12, 2022.

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



August 31, 2022

Sampson County Board of Commissioners
Rowan Rd
Clinton, NC 28328

Re: Darrell Wilson

Dear Commissioners,

I am an honorably discharged Veteran. I received a permanent and total rating with the Veterans Administration for my service connected disabilities. I just became aware of the property tax exclusion, and I am requesting the Sampson County Commissioners accept my application and grant me the Property Tax Exclusion.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Darrell Wilson". The signature is written in a cursive style with a large, sweeping "D" and "W".

Darrell Wilson
256 McPhail Rd
Roseboro, NC 28382

90305

02-0526371-01

# <u>90305</u> <u>02-0526321-01</u>	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	Sampson County Veterans Service Office COUNTY
SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED	

Darrell Wilson NAME (Print or Type)	Darrell Wilson DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
256 McPhail Rd STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i>
Roseboro NC 28382 CITY STATE ZIP CODE	U.S. DEPT. OF VETERANS AFFAIRS ER
VETERAN'S SOCIAL SECURITY NUMBER	

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

SECTION 2	Disabled Veteran's Signature
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.	
DISABLED VETERAN'S SIGNATURE	08-31-2022 DATE

SECTION 3	Surviving Spouse's (who has not remarried) Signature
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.	
SURVIVING SPOUSE'S SIGNATURE	08-31-2022 DATE

SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee
Please check all that apply:	<p>A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria.</p> <p>B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>6/7/2021</u></p> <p>C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.</p> <p>D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death.</p> <p>E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.</p>
Character of Disabled Veteran's Service at Separation: (DD-214)	<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions <input type="checkbox"/> Under Honorable Conditions

The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.

 SIGNATURE OF NCDMVA OFFICIAL	<u>Sherry McHoy</u> PRINTED NAME OF NCDMVA OFFICIAL
<u>8/31/2022</u> DATE	<u>Sampson Co. VSO</u> TITLE OF NCDMVA OFFICIAL

NC Department of Military and Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

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

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: September 21, 2022
Subject: Disabled Veteran Exclusion
(GS 105-277.1 c)

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Michael F. Jones

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on September 6, 2022.

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

September 6, 2022

Sampson County Board of Commissioners
Rowan Rd
Clinton, NC 28328

Re: Michael F Jones

Dear Commissioners,

I am an honorably discharged Veteran. I received a permanent and total rating with the Veterans Administration for my service connected disabilities. I just became aware that I needed to move my property tax exclusion from Onslow County. I am requesting the Sampson County Commissioners accept my application and grant me the Property Tax Exclusion.


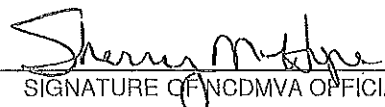
Thank you for your consideration.

Sincerely,



Michael F. Jones
10176 Minnie Hall Rd
Salemberg, NC 28385

109609
06-0122787-01

	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	Sampson County Veterans Service Office COUNTY
SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED	
Michael F Jones NAME (Print or Type)	Michael F Jones DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)	
10176 Minnie Hall Rd STREET ADDRESS OR P.O. BOX NUMBER	Angela SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i>	
Salemburg NC 28385 CITY STATE ZIP CODE		
U.S. DEPT. OF VETERANS AFFAIRS WASHINGTON, D.C. 20330		
VETERAN'S SOCIAL SECURITY NUMBER		
I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request NCDMVA complete this certification <i>in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.</i>		
SECTION 2	Disabled Veteran's Signature	
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.		
 DISABLED VETERAN'S SIGNATURE		09-06-2022 DATE
SECTION 3	Surviving Spouse's (who has not remarried) Signature	
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.		
SURVIVING SPOUSE'S SIGNATURE		09-06-2022 DATE
SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee	
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>11/01/2015</u> C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence. D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death. E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.	
Character of Disabled Veteran's Service at Separation: (DD-214)		
<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions <input type="checkbox"/> Under Honorable Conditions		
The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.		
 SIGNATURE OF NCDMVA OFFICIAL		Sherry M Hope PRINTED NAME OF NCDMVA OFFICIAL
9/6/2022 DATE		Sampson Co. VSO TITLE OF NCDMVA OFFICIAL

NC Department of Military and Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

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

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: September 21, 2022
Subject: Disabled Veteran Exclusion
(GS 105-277.1 c)

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Charlie Junior Robinson

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on August 25, 2022.

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

August 25, 2002

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

RE: Robinson, Charlie Junior

Dear Commissioners:

I am a Total and Permanently Disabled Honorably Discharged Veteran that served in the Gulf War. I am receiving Veterans Compensation from the Department of Veterans Affairs for disabilities that occurred while in the Gulf War. I served in service February 02, 1967, to January 30, 1970. I am a resident of Sampson County and became aware of the Application for the Property Tax Exclusion for Disabled Veteran's through the Sampson County Veterans Office in Clinton recently. I am requesting the Sampson County Commissioners to please accept this application and grant me the Tax Exclusion on my County Property Tax for the year 2022.

Thank you for your consideration and I wait anxiously for your decision.

Sincerely,



Charlie Junior Robinson
11164 Garland Hwy
Clinton, North Carolina 28328

857 160

07-0857160-01

07-0857160-01

Copy

	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	Sampson County Veterans Service Office COUNTY
SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED	# 857160

Charlie Junior Robinson
NAME (Print or Type)

Charlie Junior Robinson
DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

11164 Garland Hwy
STREET ADDRESS OR P.O. BOX NUMBER


Carolyn M Robinson
SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
(If Applicable)

Clinton NC 28328
CITY STATE ZIP CODE

U.S. DEPT. OF VETERANS AFFAIRS
PHONE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

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

SECTION 2	Disabled Veteran's Signature
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.	
	08-25-2022
DISABLED VETERAN'S SIGNATURE	DATE

SECTION 3	Surviving Spouse's (who has not remarried) Signature
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.	
	08-25-2022
SURVIVING SPOUSE'S SIGNATURE	DATE

SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee	
Please check all that apply:	A. <input type="checkbox"/>	Veteran does not meet either B, C, D, or E of the below criteria.
	B. <input checked="" type="checkbox"/>	Veteran has a service-connected permanent and total disability that existed as of <u>12-30-2016</u>
	C. <input type="checkbox"/>	Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
	D. <input type="checkbox"/>	Veteran died on _____ and had a service-connected permanent and total disability at death.
	E. <input type="checkbox"/>	Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214) Honorable Under Other than Honorable Conditions Under Honorable Conditions

The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.


SIGNATURE OF NCDMVA OFFICIAL

Martha Ann Knowles
PRINTED NAME OF NCDMVA OFFICIAL

08-25-2022
DATE

Director - SCUSO
TITLE OF NCDMVA OFFICIAL

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09973

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 Jerry Lavon Crutch
_____ in Dismal _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>41.40</u>
<u>2021</u>	\$ <u>41.40</u>
<u>2021</u>	\$ <u>4.42</u>
<u>2021</u>	\$ <u>18.03</u>
	\$ _____
TOTAL REFUND \$ <u>105.27</u>	

These taxes were assessed through clerical error as follows.

Tag Refunds

0018831216
AEY1463 1938 Chevy

0018829545
AEY1462 1951 Dodge

0018820337
AEY1461 1971 Merc Cougar

0018829551
AEY1459 1970 Olds

G02 County Tax 94.39

School Tax _____

F21 Fire Tax 18.88

City Tax _____

TOTAL \$ 105.27

Yours very truly

Value Corrections

Mailing Address.

Jerry Lavon Crutch

P.O. Box 33

Stedman NC 28311

* Jerry Crutch
Taxpayer

* 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

09997

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

YEAR	
<u>2021</u>	\$ <u>38.12</u>
<u>2020</u>	\$ <u>132.68</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>170.80</u>

These taxes were assessed through clerical error as follows.

Bill # 0064785195, 0060663871
Plate # THV 9041, KH4130
Plate Turn In - Sold
2017 RAMTR, 1997 AMER HC

602 County Tax 154.00
School Tax _____
F06 Fire Tax 16.80
City Tax _____
TOTAL \$ 170.80

Mailing Address.


2595 Plain View Hwy
Dunn NC 28334

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

10001

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 Johnnie Lee Warren in South Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>416.25</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>416.25</u>

These taxes were assessed through clerical error as follows.

189460

DV approved by BOC

CO1	County Tax	<u>371.25</u>
	School Tax	_____
F19	Fire Tax	<u>45.00</u>
	City Tax	_____
	TOTAL \$	<u>416.25</u>

Mailing Address.

Johnnie Lee Warren
x 341 Melvalbrook Dr.
Clinton, NC 28328

Yours very truly

Johnnie Lee Warren
Taxpayer

Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09999

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 Jerry Lawrence Lee Sr. in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>481.50</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>481.50</u>

These taxes were assessed through clerical error as follows.

97492
BOC approved DV

001	County Tax	<u>371.25</u>
501	School Tax	<u>65.25</u>
F19	Fire Tax	<u>45.00</u>
	City Tax	_____
	TOTAL \$	<u>481.50</u>

Mailing Address.

Jerry Lawrence Lee Sr.
X99 Challenge Club Dr
Clinton, NC 28328

Yours very truly

Jerry Lawrence Lee B&L
Taxpayer

Social Security # X

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Carolina Custom in Bevier Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2022</u>	\$	<u>267.90</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	<u>267.90</u>

<u>G02</u>	County Tax	\$	<u>206.56</u>
<u>S01</u>	School Tax	\$	<u>36.30</u>
<u>F19</u>	Fire Tax	\$	<u>25.04</u>
	City Tax	\$	_____
	Total	\$	<u>267.90</u>

174127 - GAP Bill

Listed w/BPP # 100104

The taxes were assessed through clerical error or an illegal tax as follows:

Vehicle Double Listed

Taxpayer:

Carolina Custom

Tax Administrator:

John Shuen

Board Approved:

_____ Date

_____ Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Thornton Homes Co. in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of: 12018679103

Year	
<u>2022</u>	\$ <u>164.40</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ <u>164.40</u>

County Tax	\$ <u>99.00</u>
School Tax	\$ <u>17.40</u>
Fire Tax	\$ _____
⁰⁰² City Tax	\$ <u>48.00</u>
Total	\$ <u>164.40</u>

The taxes were assessed through clerical error or an illegal tax, as follows:

All land sold per DB's 2080/688, 2084/252 + 2084/255.

Taxpayer:

Thornton Homes Co

Tax Administrator:

Jim Johnson

Board Approved:

_____ Date

_____ Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Scott Westbrook, Jr in Newton Grove Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 11052640002

Year	<u>2022</u>	\$	<u>530.61</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>530.61</u>

<u>601</u> - County Tax	\$	<u>486.39</u>
School Tax	\$	
<u>F18</u> - Fire Tax	\$	<u>44.22</u>
City Tax	\$	
Total	\$	<u>530.61</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Home fire destroyed home - 12/25/21
Report Attached

Taxpayer: Scott Westbrook, Jr

Tax Administrator: Jim Green

Board Approved: _____

Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed

by Sampson County against the property owned by Joyce Thornton

in Piney Grove Township, Sampson County, for the year(s) and in the

amount(s) of: Parcel 13013931101

Year	<u>2022</u>	\$	<u>371.59</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>371.59</u>

<u>601</u> - County Tax	\$	<u>340.62</u>
School Tax	\$	
<u>F17</u> - Fire Tax	\$	<u>30.97</u>
City Tax	\$	
Total	\$	<u>371.59</u>

The taxes were assessed through clerical error or an illegal tax as follows:

House was demo'd in 2019 - owner brought in demo info to office on 8-30-22 -

Taxpayer: Joyce Thornton

Tax Administrator: [Signature]

Board Approved: _____
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed

by Sampson County against the property owned by Chris + Susan Baillergeon

in Mingo Township, Sampson County, for the year(s) and in the

amount(s) of: Parcel 100178927-29

Year	<u>2022</u>	\$	<u>668.70</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	<u>668.70</u>

<u>601-</u>	County Tax	\$	<u>596.41</u>
	School Tax	\$	_____
<u>F07-</u>	Fire Tax	\$	<u>72.29</u>
	City Tax	\$	_____
	Total	\$	<u>668.70</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Dwide was placed on this lot in error - Dwide is located on lot 30 beside this parcel -

Taxpayer: Chris Baillergeon

Tax Administrator: [Signature]

Board Approved: _____
Date Initials

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

9/21/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551250-512100	SALARIES	83,952.00	
12551250-518100	FICA	5,205.00	
12551250-518120	MEDICARE FICA	1,218.00	
12551250-518200	RETIREMENT	10,075.00	
12551250-518300	GROUP INSURANCE	7,965.00	
12551250-518400	DENTAL INSURANCE	288.00	
12551250-518901	401K	6,297.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535125-404000	STATE Assistance	115,000.00	

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

TO ALLOCATE ADDITIONAL STATE CD FUNDING FOR SCHOOL HEALTH LIAISON

Wade Robert
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/22, 2022
Dal U. [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:

9/21/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the INFANT MORTALITY REDUCTION Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551620-526200	DEPARTMENT SUPPLIES	7,844.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535162-404000	STATE Assistance	7,844.00	

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

TO ALLOCATE ADDITIONAL STATE IMR FUNDING

Wanda Roberts
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/22, 2022
Dan H. [Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
Eon W. [Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Kelsey Edwards, Library Director

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761100-531100	Travel	\$1,164.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-403625	Reimbursement for ASRL Scholarship from State Library	\$1,164	

2. Reason(s) for the above request is/are as follows:
ASRL scholarship awarded by the State Library to pay for hotel and travel costs to ASRL conference for LaKeshi

Kelsey B. Edwards 9/16/22
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. D

9/22, 2022
David H. [Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. D

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Rosemarie Oates Mobley, Director, SAT _____

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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>
16145000-525100	GAS, OIL, AND TIRES	162,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
16134500-403611	STATE ARRA GRANT	162,000.00	

2. Reason(s) for the above request is/are as follows:
TO BUDGET FY23 ARP FUNDS

Rosemarie Oates Mobley
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. *[Signature]*

9/22, 2022
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. *[Signature]*

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Rd., Suite 200
Clinton, NC 28328

To: Mr. Edwin Causey
County Manager

Susan Holder
Assistant County Manager

From: Wanda Robinson
Health Director

A handwritten signature in blue ink, appearing to be "WR", is written next to the name Wanda Robinson.

Subject: County Commissioner's Agenda Items-Consent Agenda

Date: September 20th, 2022

Attached are the items that will be presented for approval by the Health Advisory Board on October 3rd, 2022. These are being submitted for approval by the County Commissioners.

- I. Tobacco Free Campus Policy Update
- II. Fee/CPT Code Update
- III. FISCAL Services Policy Update

The following are included with the Budget Amendments:

- IV. Agreement Addendum 361 (\$115,000): Provides funding for Health Departments to coordinate COVID-19 screening, testing, and vaccine administration efforts and to coordinate other school health/public health services.
- V. Agreement Addendum 165 (\$7,844): Funding enables the Health Department to implant or to expand specific evidence-based statistics to lower the infant mortality rate in Sampson County.

Thank you for your assistance.

Attachment:

- Tobacco Free Campus Policy Update
- Fee/CPT Code Update
- FISCAL Services Policy Update

**SAMPSON COUNTY HEALTH DEPARTMENT
Tobacco Free Policy & Procedures**

Manual: Administrative Policy Manual	<u>Applicable Signatures/Title</u>
Title: Tobacco Free P&P	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: N/A
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Tim Smith
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Sue Lee
Distributed to: All personnel	Health Advisory Board Chair: Dr. Jeffrey Bell
	Effective Date: 11/07/2022
	Supersedes: 12/03/2021

Purpose:

To provide guidance regarding the use of tobacco products to Sampson County Health Department (SCHD) staff, clients, vendors, visitors and all other persons entering SCHD’s premises

Policy:

The Sampson County Health Department (SCHD) recognizes that the use of tobacco products is a health, safety and environmental hazard for employees, visitors and the SCHD facility. Administration believes that the use of tobacco products in or on SCHD buildings and grounds is detrimental to the health and safety of staff, clients, and visitors. The Sampson County Board of Commissioners, acting in its capacity as the Sampson County Board of Health, recognizes that it has an obligation to promote a healthy environment, free from unwanted smoke and tobacco use for employees and visitors.

Definitions:

Definition of Tobacco Products and Tobacco Use: For purposes of this policy, “tobacco product” includes any product containing tobacco or nicotine that is intended for human consumption, irrespective of whether the nicotine is tobacco-derived or synthetic, including, but not limited to, cigarettes, cigars, pipe tobacco, electronic cigarettes, hookah, smoked or vaporized tobacco substitutes, chewing tobacco, snuff, snus, dissolvable tobacco products, and heated tobacco products. However, “tobacco product” does not include nicotine replacement products approved by the FDA for treatment of tobacco use and dependence.

Definition of Building and Grounds: For purposes of this policy, “building and grounds” includes all property owned, leased, or controlled by SCHD. The “grounds” shall also include property within fifty feet (50 ft.) of the Sampson County Human Services Building (Building E) as well as the parking lots in front of and behind Building E. See the reference map attached to this policy for a depiction of the “building and grounds.”

Responsible Staff:

All health department personnel

Procedures:

Tobacco Use Prohibited:

1. No staff member, contractor, vendor, client, or visitor is permitted to use any tobacco product at any time while at or on the SCHD building and grounds or any other off-site property owned, leased, or controlled by SCHD, such as outlying WIC sites, or off-site activities conducted by SCHD, such as health fairs;
2. No staff member, contractor, vendor, or client is permitted to use any tobacco product in any vehicle owned, leased, rented, or controlled by SCHD.
3. SCHD and its staff members are prohibited from purchasing tobacco products for clients or distributing tobacco products to clients.
4. SCHD and its staff members are prohibited from accepting tobacco products as donations for client or staff use.

Signage:

Signs will be posted in a manner and locations that adequately notify staff and visitors of this tobacco use-restriction policy. Signs will give notice of the policy and inform staff and clients of the availability of quitting support services provided by the North Carolina Tobacco Use Quitline at 1-800-QUIT-NOW (1-800-784-8669).

Enforcement for Staff and Visitors:

1. Staff members who encounter other staff members, contractors, vendors, clients, or visitors not adhering to the policy should politely explain the policy. If the person does not comply, a supervisor should be notified.
2. Staff members who violate the policy are subject to disciplinary action in accordance with personnel policies, up to and including termination.
3. Non-adherent contractors, vendors, visitors, and other individuals may be excluded from the property.

Opportunities for Cessation:


Health Department supervisors will consult with the Sampson County Health Promotion Program to assist with smoking cessation classes for employees.

Effective Date:

Originally adopted April 23, 2007 and effective June 1, 2007
Current version adopted and effective November 7, 2022

MEDICAID MANAGED CARE AND TOBACCO FREE REQUIREMENTS

Ernest Watts, Region 8 Tobacco Lead



“ Tobacco is the only product that if you follow the directions on how to use it, it kills one half of it’s customers”

Jerome Adams, Surgeon General of the United States




NC Medicaid & Tobacco Use

- ▶ 1 in 3 NC adult Medicaid beneficiaries smoke
 - ▶ Although claims data make it seem like 1 in 10 smoke
- ▶ Less than 1 in 5 North Carolinians smoke
- ▶ Tobacco use is the #1 preventable cause of death and disability among North Carolinians



Smoking, Cost, & NC Medicaid

- ▶ Tobacco use is also the largest preventable cause of cost in Medicaid
- ▶ CDC estimates that on average state Medicaid programs spend about 15% of budget on smoking related healthcare costs
- ▶ 1% reduction in smoking prevalence among NC Medicaid enrollees would save an estimated \$52.2 million the following year



NC Standard & Tailored Plans Tobacco-Free Policy Requirement

Starting December 1, 2022, Standard and Tailored Prepaid Health Plans will require contracted medical, behavioral health, and some IDD/TBI organizations to provide a 100% tobacco-free campus.

Check out [NC Medicaid's Provider Memo](#) about this requirement.


Does your organization **contract with a Standard or Tailored Plan** to provide services?

Type of Contracted Service Provider	Required to have a 100% tobacco-free campus?
Medical	Yes
Behavioral health	Yes
Non-residential IDD/TBI services	Yes
County services: Health Departments, Emergency Medical Services, etc.	Yes
Intermediate care facilities and residential services for people with IDD/TBI	No, but staff are required to be 100% tobacco-free on campus, and clients must have access to outdoor common areas free from tobacco products/use.
Retail pharmacies	No



Sampson County Health Department has already agreed to go Tobacco Free

- ▶ When Sampson County Health Department signed contracts with the managed care agencies, it agreed to submit a copy of its tobacco free buildings and grounds policy by December 1st 2022



What does 100% Tobacco- Free Mean?

- ▶ A tobacco-free policy applies to all of the property under the program's control (that you rent or own)
- ▶ All of that property (buildings, grounds, and vehicles) is tobacco-free
- ▶ Tobacco includes the use of combustible, electronic, heated, and smokeless tobacco products
- ▶ No designated areas for tobacco use indoors or outdoors
- ▶ Programs do not purchase, accept as donations, or distribute any tobacco products



SAMPSON COUNTY HEALTH DEPARTMENT MISSION STATEMENT

The mission of Sampson County Health Department is to preserve, protect and promote the health, environment and well-being of the citizens of Sampson County. Vision: The vision of Sampson County Health Department is to provide services, prevent adverse outcomes and promote efforts to improve the quality of life for the residents of Sampson County.



Tips for Communicating Your Policy

- ▶ **Be proud** to have clean air and confident in offering evidence-based treatment, set this as the standard for how staff should communicate about the policy
- ▶ **Communicate in advance** with clients transparently and frequently about this change (**think months**, not weeks or days).
- ▶ **Have accurate information** about the effects of tobacco use on mental and physical health, and **benefits of becoming tobacco-free** in programming.
- ▶ **Have signage**, posters, cards, whatever you need to communicate the policy to all onsite as well as resources to help folks who want to quit.
- ▶ **Update your website** and any materials to consistently reflect the policy change (for example: if you have guidance on what to bring/not to bring to the program)
- ▶ **Understand the difference** between commercial tobacco products and traditional tobacco used by many American Indians.



CRAFT THE MESSAGE OF A TOBACCO FREE POLICY

Explain why you want to address tobacco-use in your facility, and what you want to accomplish.

“We are developing this policy to provide a healthy and safe environment for employees, clients, and visitors and to promote positive health behaviors.”

“Quitting tobacco use is shown to improve mood and anxiety”

“Tobacco use on campus is a trigger to use for folks whose goal is to quit. We wouldn't expect people getting treatment for alcohol use disorder to go to a treatment center with a bar in the backyard!”

“Exposure to secondhand smoke from burning tobacco products causes disease and premature death among nonsmokers. There is no risk-free level of secondhand smoke, and even brief exposure can cause immediate harm”

“Policies that help people quit smoking improve health outcomes: Smoking slows wound healing, increases infection rates in surgeries and is the most common cause of poor birth outcomes. We are not saying you must quit smoking, but we are saying you cannot use tobacco here as it endangers others”

“Thirdhand smoke is the toxins that remain on surfaces where somebody has smoked nearby after the tobacco product has been used. Thirdhand smoke can be found in almost all areas where tobacco has been smoked, such as on clothing, carpet, furniture, toys, and in car interiors. It can linger for weeks, months, or even years”



NEXT STEPS

- ▶ Revision of the tobacco-free policy.
- ▶ Communicate to staff about cessation medication such as Quitline.
- ▶ Clearly Communicate Your Intentions. Inform employees, owners of neighboring property, vendors, service staff, and clients of the tobacco-free policy timeline as early as possible. Tobacco users will need time to get used to the idea of a tobacco-free campus. Tobacco users who want to quit will also be more successful if they have time to adjust and potentially begin to prepare for this significant life change. Use of Media and Social Media to get the information out



POLICY MONITORING AND CHALLENGES

- ▶ Anticipate potential concerns by some staff and clients. Staff members may express concerns that the policy will have a negative impact on the organization.
- ▶ Staff may cite smoking as a means to establish a therapeutic method to handle stress. There are healthier ways to handle stress.
- ▶ Staff may also report that they do not want to be responsible for “policing” clients, visitors, and co-workers. Agency leadership must make it clear that it is everyone’s job to create a healthy work environment, which includes respectfully encouraging adherence to the policy. This will not be a Day 1 solution, this is a process of change.
- ▶ Staff should not be confrontational, but should provide information regarding the policy, and information about how to quit, and then inform the relevant agency personnel to get support for staff or clients who have a difficult time adhering.



SAMPLE RESPONSES

- ▶ Addressing a visitor: Hello, I wanted to let you know that we are a Tobacco free campus and I'm going to have to ask you not use you tobacco products or please move off campus to smoke at a location that allows tobacco usage. We appreciate your cooperation.
- ▶ Addressing an employee: As a reminder staff must be completely tobacco free during work shifts including breaks. I have a resource with information on smoking cessation if you're interested in learning more



Promoting Adherence

1. A staff member who encounters other staff members, contractors, vendors, or visitors not adhering to the tobacco-free policy should politely explain the policy and advise his/her supervisor.
2. A staff member who encounters a client who is not adhering to the tobacco-free policy should politely explain the policy.
3. A staff member who does not adhere to this policy could be subject to disciplinary action as determined by his/her supervisor.
4. Non-adherent contractors, vendors, visitors, and other individuals may be excluded from the property.
5. Non-adherence to this policy by a client may lead to staff identifying coping strategies.
6. Clearly seen bi-lingual signage

QuitlineNC Services Open 24 hrs/day, 7 days/week



1-800-QUIT-NOW

1 - 8 0 0 - 7 8 4 - 8 6 6 9

**Spanish Speaking
1-855-Dejelo-Ya**

Commercial / Privately Insured

One counseling call

Medicare

Four counseling calls

Two weeks nicotine patches - free

Medicaid

Four counseling calls

Two weeks nicotine patches - free

Uninsured

Four counseling calls

Eight weeks of nicotine patches/gum - free

10 call protocol for pregnant women

Texting

Web only – www.quitlinenc.com

Sampson County Health Department Fees/CPT Update

09/19/2022

Date Added	Name of Procedure	LabCorp Order Number	CPT Code	Price
Monkeypox Codes				
09/19/2022	JYNNEOS (Monkeypox) Vaccine	N/A	90611	No Charge
09/19/2022	Monkeypox (orthopoxvirus) PCR	140230	87593	\$96.25
COVID Vaccine Codes				
09/19/2022	Admin Pfizer Peds 3 rd Dose	N/A	0073A	\$65.00
09/19/2022	Admin Pfizer Peds Booster	N/A	0074A	\$65.00
09/19/2022	Pfizer Ped Vaccine 6m-4y	N/A	91308	No Charge
09/19/2022	Admin Pfizer Ped 6m-4y 1 st Dose	N/A	0081A	\$65.00
09/19/2022	Admin Pfizer Ped 6m-4y 2 nd Dose	N/A	0082A	\$65.00
09/19/2022	Admin Pfizer Ped 6m-4y 3 rd Dose	N/A	0083A	\$65.00
09/19/2022	Admin Pfizer Prediluted 12 & Up 1 st Dose	N/A	0051A	\$65.00
09/19/2022	Admin Pfizer Prediluted 12 & Up 2 nd Dose	N/A	0052A	\$65.00
09/19/2022	Admin Pfizer Prediluted 12 & Up 3 rd Dose	N/A	0053A	\$65.00
09/19/2022	Admin Pfizer Prediluted 12 & Up Booster	N/A	0054A	\$65.00
07/22/2022	Pfizer Prediluted 12 & Up Vaccine	N/A	91305	No Charge
09/19/2022	Admin Novavax 18 & Up 1 st Dose	N/A	0041A	\$65.00
09/19/2022	Admin Novavax 18 & Up 2 nd Dose	N/A	0042A	\$65.00
09/19/2022	Novavax Vaccine 18 & Up	N/A	91304	No Charge
09/19/2022	Admin Moderna 6y-11y 1 st Dose	N/A	0091A	\$65.00
09/19/2022	Admin Moderna 6y-11y 2 nd Dose	N/A	0092A	\$65.00

Date Added	Name of Procedure	LabCorp Order Number	CPT Code	Price
COVID Vaccine Codes (continued)				
09/19/2022	Admin Moderna 6y-11y 3 rd Dose	N/A	0093A	\$65.00
09/19/2022	Admin Moderna 6y-11y Booster Dose	N/A	0094A	\$65.00
09/19/2022	Moderna Vaccine 6y-11y	N/A	91309	No Charge
09/19/2022	Admin Moderna Ped 6m-5y 1 st Dose	N/A	0111A	\$65.00
09/19/2022	Admin Moderna Ped 6m-5y 2 nd Dose	N/A	0112A	\$65.00
09/19/2022	Admin Moderna Ped 6m-5y 3 rd Dose	N/A	0113A	\$65.00
09/19/2022	Moderna Ped Vaccine 6m-5y	N/A	91311	No Charge
09/19/2022	Admin- Pfizer Bivalent Booster 12 & Up	N/A	0124A	\$65.00
09/19/2022	Pfizer Bivalent Booster 12 & Up	N/A	91312	No Charge
09/19/2022	Admin- Pfizer Bivalent Booster 5-11 years	N/A	0154A	\$65.00
09/19/2022	Pfizer Bivalent Booster 5-11 years	N/A	91315	No Charge
09/19/2022	Admin- Moderna Bivalent Booster 18 & Up	N/A	0134A	\$65.00
09/19/2022	Moderna Bivalent Booster 18 & Up	N/A	91313	No Charge
09/19/2022	Admin- Moderna Bivalent Booster 6-11 years	N/A	0144A	\$65.00
09/19/2022	Moderna Bivalent Booster 6-11 years	N/A	91314	No Charge
Other Vaccine Codes				
09/19/2022	MenQuadFi	N/A	90619	\$175.31 Price Change from \$163.80
09/19/2022	Influenza Vaccine 6m & Up	N/A	90686	\$23.00 Price change from \$26.00
Lab Codes				
09/19/2022	Quad Screen	017319	81511	\$50.00 Price change from \$73.00
09/19/2022	MaterniT21 Plus Core	451927	81420	\$373.75

Date Added	Name of Procedure	LabCorp Order Number	CPT Code	Price
Other Codes				
09/19/2022	Nebulizer Education	N/A	94664	\$18.06
09/19/2022	Nebulizer Treatment	N/A	94640	\$17.38
09/19/2022	Albuterol	N/A	J7613	\$0.13
09/19/2022	Albuterol/Ipratropium Bromide	N/A	J7620	\$0.60
08/12/2022	Potassium	001180	84132	\$16.88

NOTE: ***NO LETTERS OR CORRESPONDENCE CONCERNING INSURANCE, PAST DUE ACCOUNTS, BILLS, ETC. WILL BE SENT TO ANY PATIENT THAT REQUESTS NO MAIL. The Emergency Contact information will be used to communicate with the client when possible – see #11 above and Bad Debt Write-Off Process” #3.***

Eligibility for Specific Programs:

1. Adult Health:
 - A. Provides Adult Health Physical Exam screening services for clients including physical exam and laboratory testing as indicated.
 - B. Provides flat fee and other services including, but not limited to:
 1. Work/College physicals
 2. Varicella titer
 3. Urine culture,
 4. CBC and other Lab services that are not part of Program requirements
 5. Adult Health Program private vaccines.
 6. Pregnancy Tests
 7. Any laboratory services provided per written order from a Medical Provider.
 - C. Eligibility:
 1. Sampson County resident (Adult Health Vaccine recipients do not have to be a county resident)
 2. 21 years and older. (18 years and older on some programs)
 3. Sliding fee scale which slides to a \$30 minimum co-payment for Adult Health Physical screenings.
 4. Fees vary for other services – refer to the Sliding Fee Schedule
 5. Medicaid, Medicare, Insurances accepted.
 - D. Adult Health clients that do not have third party payers **MUST pre-pay** for all services.
 - E. Clients with third party payers **MUST pre-pay** all applicable co-pays and deductibles **PRIOR** to receiving services.
2. Breast & Cervical Cancer Control Program (BCCCP):
 - A. Provides pap smears, breast exams and screening mammograms, assists women with abnormal breast examinations/mammograms, or abnormal cervical screenings to obtain additional diagnostic examinations.
 - B. Eligibility: Sampson County resident; determined by income; target group is women 50 to 64 years of age for mammograms and 40 to 64 years of age for Pap testing. Women 21 to 75 years of age with gross incomes that are below 250% of

the federal poverty level according to the Federal Poverty Guidelines, and who are uninsured or underinsured subject to limitations and exceptions listed below. Eligible women ages 21-39 with an undiagnosed breast or cervical abnormality may receive NC BCCCP funded diagnostic services if no other source of healthcare reimbursement is available.

- C. May not have Medicaid or Medicare; may have limited insurance, providing it meets NC BCCCP guidelines, such as large deductibles. This determination is made on a case-by-case basis.
- D. At each BCCCP visit, SCHD I/E Staff will assess the patient's insurance status and ask if they have been any change in their income. If the patient states they has not been a change in their income, the date of the income assessment will be changed in CureMD to reflect the current day's date, even if their income has been assessed within the past year for BCCCP or other services. If there is a change in income status or insurance coverage, the patient's eligibility for the BCCCP program will reassessed.

3. Child Health:

- A. Well child exams conducted by the Child Health enhanced role nurses. Exams include:
 - 1. Medical, social, development and nutritional history
 - 2. Lab work as indicated by screening information
 - 3. Physical exam.
- B. Eligibility:
 - 1. Sampson County resident
 - 2. Birth through 20 years
 - 3. Sliding fee scale
 - 4. Insurance and Medicaid accepted

4. Communicable Disease/TB Control:

- A. Deals with the investigation and follow-up of all reportable communicable diseases.
- B. Provides testing, diagnosis, treatment, and referring as appropriate, of a variety of communicable diseases.
- C. Provides follow-up and treatment of communicable disease cases, TB suspects/cases and their contacts.
- D. Provides TB Skin testing not funded by the TB program.
- E. Eligibility:
 - 1. No residency requirements
 - 2. Medicaid, Medicare and Insurance payers will be billed

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: October 3, 2022

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

INFORMATION ONLY

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

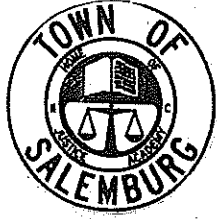
- a. Letter from Town of Salemburg Re: Law Enforcement Services
- b. Letter of Appreciation from Sampson County History Museum
- c. (Board of Health Item) July 18, 2022 Health Advisory Board Minutes

Town of Salemburg

Joseph A. Warren, Jr.
Mayor

Teresa Smith
Town Clerk

Marilyn Walters
Finance Officer



Commissioners:
Grady Collier
Joel Faircloth
Juanita Faircloth
Michelle Hill
Tommy Jackson
Dickie Walters-Pro-Tem

September 14, 2022

SAMPSON COUNTY

SEP 22 2022

MANAGER'S OFFICE

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

RE: Law Enforcement Services

Dear Board of Commissioners:

As a small municipality in Sampson County with no Police Department, we, the Town of Salemburg, depend on the Sampson County Sheriff's Office for law enforcement coverage. We are experiencing rapid growth and in these unprecedented times, it is of the utmost importance for the safety of our residents that adequate law enforcement coverage be readily available and response time be kept at a minimum. We feel that with Sampson County being the largest county in North Carolina, there should be more officers on duty each shift to provide the needed coverage and ensure their own safety as well.

We are writing you today to express our concerns of the countywide shortage of law enforcement officers, and the fact that our deputies are leaving Sampson County to seek jobs in neighboring counties at a higher rate of pay. We sincerely ask that you stand with our Sheriff in his efforts and passion to protect the citizens of this county.

Your service to the County and attention to our concerns are greatly appreciated.

Sincerely,

Joseph A. Warren, Jr.
Mayor



SAMPSON COUNTY

SEP 14 2022

MANAGER'S OFFICE


September 10, 2022

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

Dear Commissioners,

On behalf of the Board of Directors of the Sampson County History Museum, I would like to express our sincere thanks for including the museum again in Special Appropriations of Sampson County's annual budget for FY 2022-2023. This support enables us to have two part-time staff members so we can continue collecting, preserving and interpreting the rich history of our people and communities. We are proud of our county and grateful that we can continue to serve the people of Sampson County, and beyond.

Thank you again for your continued support.


Kay Raynor, President
Sampson County History Museum

SAMPSON COUNTY HEALTH DEPARTMENT


Wanda Robinson
Health Director



360 County Complex Rd., Suite 200
Clinton, NC 28328

To: Mr. Edwin Causey
County Manager

Susan Holder
Assistant County Manager

From: Wanda Robinson 
Health Director

Subject: County Commissioner's Agenda-Information Items

Date: September 20th, 2022

Attached are items that will be presented for approval by the Health Advisory Committee on October 3rd, 2022:

- I. July 18th, 2022, Minutes from SCHD Advisory Committee Meeting

For any questions or comments, please contact me. Your assistance is appreciated.

Attachments:

-July 18, 2022, Minutes from SCHD Advisory Committee Meeting

SCHD Advisory Committee Meeting Minutes Monday, July 18th, 2022

Attendance: Board Members- Dr. Jeffrey Bell, Dr. Shane Sundlie, Robert Butler, Cassie Faircloth, Allie Ray McCullen, Commissioner Lethia Lee, Yire Hernandez
Health Department and Administration Staff- Wanda Robinson, Cherish Allen, Tamra Jones, Kelly Parrish, Kory Hair, Edwin Causey.

- I. **Call to Order:** Jeffrey Bell
- II. **Invocation:** Commissioner Lethia Lee
- III. **Approval of Minutes:**
 - a) May 16, 2022 SCHD Advisory Committee Meeting minutes
Motion to approve made by Robert Butler; 2nd by Cassie Faircloth. All in favor.
- IV. **COVID-19 Update:** Kelly reported numbers are going up. There were 128 cases in April, 279 cases in May, 486 cases in June, 465 cases from July 1st through today, July 18th. Increase is Nationwide. There are new variants going around. Hospital admissions have increased by 14% nationally. Kelly also reported that Flu was going around. Pediatric COVID vaccines will be administered at SCHD starting tomorrow, 7/19/2022. There is a new chart explaining guidelines for COVID vaccines to include pediatrics and immunocompromised patients. Kelly brought laminated copies for Committee.
- V. **HIPAA:** Cherish reviewed the new Email addition to the HIPAA policy. There will be strict guidelines and client will be informed of all the risks of sending medical information via email. See addition. Motion to approve addition to the HIPAA policy made by Cassie Faircloth; 2nd by Yire Hernandez. All in favor.
- VI. **Financial**
 - a) Monthly Update: Tamra reviewed the activity summary for the year vs previous year. WIC numbers have gone up. No questions. Medicaid revenue was reviewed. Tamra stated that we are well above what we anticipated receiving. Local revenues are above anticipation as well. June numbers will be updated at the next meeting. Wanda stated the graphs really show how well the LHD is doing and how numbers have increased. No questions. See all reports and graphs attached.
 - b) SCHD Fee Schedule/CPT Update: Rabies titer has increased from \$69.00 to \$100.00 due to shipping costs. There are 3 new labs/CPT codes added for Natera lab (previously using Wake Forest Baptist). These labs are necessary for patients of the Maternal Health Program. Motion to approve Fee Schedule/CPT Update made by Cassie Faircloth; 2nd by Lethia Lee. All in favor.

- c) 22-23 Fee Schedule: This is the full fee schedule for the Sampson County Health Department (see attached). Fee schedule has already been approved by County Commissioners. Tamra made note to the ones that had 7/1/2022 by them, included revisions such as price change, were new additions, etc. CPT Codes/Fees approved tonight are not currently on this fee schedule.
- d) Rural Health Grant Funds-\$150,000: Received this grant in the total of \$150,000. This grant helps indigent clients with Maternal Health/Family Planning/Primary Care needs. This is a three-year grant, funds are for one year. Application must be renewed yearly. Motion to accept the funds in total of \$150,000 made by Robert Butler; 2nd by Cassie Faircloth. All in favor.
- e) AA 546 CD Nurse Position: Funding has been provided by the State in the amount of \$287,918.00 to assist with Communicable Disease Pandemic Recovery. Wanda shared the H61 Legislative Report/Bill Summary, which explains how these funds were divided between LHDs. Wanda stated we have been asking for this for 10-15 years. One CD nurse is not enough for the Health Department. These funds allow the SCHD to bring in an additional CD nurse. LHD will have to report how funds are spent and will be watched and audited by the legislature. Wanda expressed the appreciation for these funds. Motion to approve funds for new CD nurse position made by Allie Ray McCullen; 2nd by Cassie Faircloth. All in favor.

VIII. Health Directors Comments:


- a) Wanda mentioned that Juul merchandise has been pulled from shelves. She stated this is a great move for Public Health.
- b) Wanda reviewed an email from the state regarding Family Planning clinical services. The email explained that with recent news of the Supreme Court decision, Dobbs v. Jackson Women’s Health Organization, overruling Roe v. Wade and Casey v. Planned Parenthood; there are no changes with the Title X rules or family planning services happening in North Carolina. See attached email for further information on this. Wanda explained that any time changes like this are made, LHDs are always at risk for change in funding or supply.
- c) Wanda reviewed the WIC update: Average caseload for the Sampson County Health Department WIC program last FY was 2050. Current case load is 2182. Currently we are receiving \$16.60 per participant. There was an increase in funding for the FY 22-23. This FY WIC received \$417,125. That is a difference of \$47,044 from last FY. The WIC program has a temporary infant formula flexibility of non-contract formulas. This allows formulas that are not typically on the approved list to be used if the requested formula is unavailable (see handout for detailed information). WIC is submitting a formula shortage questionnaire twice a week. Once submitted to the stated they will be able to troubleshoot and detect where shortages are. See handout for additional formula shortage information.

IX. **Public Comment:** None.

X. **Adjournment:** Motion to adjourn made by Robert Butler; 2nd by Cassie Faircloth. All in favor.

Next meeting September 19, 2022.

 9-19-22
Dr. Jeffrey Bell Date
Advisory Committee Chair

 9/19/22
Wanda Robinson Date
Secretary

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. **(Typically, the time allocated will be three (3) minutes.)** 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.