



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
September 12, 2022**

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Item 1 Planning and Zoning

1 - 6

- a. R22-06: Request by Rhetson Companies, Inc. to Rezone 2.27 Acres (Parcel 17016585801) from Residential Agricultural (RA) to Commercial (C) **7 - 26**
- b. R22-07: Request by College Street Properties, LLC to Rezone 1.13 Acres (Parcel 14095282001) from Mixed Residential (MRD) to Commercial (C) **27 - 45**

Item 2 Public Hearings

- a. Public Hearing Regarding Conveyance of Certain Real Property Previously Acquired for Economic Development Purposes (Roseboro – Project Steel) **46 - 58**
- b. Public Hearing Regarding Amendments to the Economic Development Budget for FY 22-23 **59 - 62**

Item 3 Action Items

- a. Airport – Update on Clinton-Sampson Airport Hanger Lease (was continued at August meeting) **63**
- b. Cooperative Extension – Adoption of Revised Voluntary Agricultural District Ordinance, Appointment of VAD Committee and Acceptance of Grant Funding for VAD Program **64 - 101**
- c. Water District Projects **102 - 112**
 - Adoption of Resolutions Authorizing Submission of Funding Applications (Mintz Area Project and Suttontown Area Project)
 - Adoption of Well Head Protection Plan
 - Award of Bid for Construction of Elevated Storage Tanks
 - Announcement of Grant Funding for Ivanhoe Community Project
- d. Sampson Area Transportation – Authorization to Apply for Annual State Transportation Grant Funding and Certification of Local Funding **113 - 116**

Item 3 Action Items, continued

- e. Appointments – Workforce Development Board 117

Item 4 Consent Agenda 118 - 119

- a. Approve the minutes of the August 1, 2022 meeting 120 - 126
- b. Approve a request from Sampson-Clinton Public Library to surplus and discard withdrawn materials pursuant to the library’s Materials Selection Policy and the County’s Records Retention Policies 127 - 148
- c. Accept a LSTA 2022-2023 ASRL Scholarship grant in the amount of \$1,500 to allow staff member to attend conference 149 - 153
- d. Approve the Sampson Area Transportation System Safety Plan for 2022 (provided separately as an electronic document) separate doc.
- e. Approve the Local Child Care Policy for Sampson County Department of Social Services 154 - 156
- f. Approve the execution of contracts between Sampson County (DSS) and service providers: Reagan E. Warren (Legal Services); Corrine Railey (Legal Services); K & A Morrisey Cleaning Service; Just-Rite Cleaning Service; Vanguard Professional Staffing, Inc.; and Sampson County Department of Aging 157 - 286
- g. Authorize execution of the Sampson County Department of Aging Assistance Policy for the 2022 Cycle of the Urgent Repair Program 287 - 296
- h. Authorize 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 297 - 301
- i. Adopt a resolution creating a special revenue fund for the Opioid Settlement funding 302 - 303
- j. Authorize execution of the Memorandum of Understanding between the Sampson County Child Advocacy Center and the Sampson County Health Department 304 - 309
- k. Ratify the Minority Business Participation Outreach Plan 310 - 311
- l. Approve 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 312 - 332
- m. Approve the tax refunds and releases as submitted 333 - 347
- n. Approve budget amendments as submitted 348 - 361

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b. Invitation to Annual Budget Presentation Meeting with the SRMC Board of Trustees (September 26, 2022)	364
Item 6 County Manager's Report	
Item 7 Public Comment Period	365 - 366
Recess to Reconvene: September 12, 2022 at 9 am	

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a-b)

Meeting Date: September 12, 2022	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues

DEPARTMENT: Sampson County Planning & Zoning

PUBLIC HEARING: Yes (2)

CONTACT PERSON: Michelle Lance, Planner

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

ATTACHMENTS: Planning Staff Reports, Minutes, Maps

BACKGROUND:

- a. R22-06: Request by Rhetson Companies, Inc. to Rezone 2.27 Acres (Parcel 17016585801) from Residential Agricultural (RA) to Commercial (C) The Chairperson should open the public hearing and call upon Ms. Lance to review a request from Rhetson Companies, Inc. 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

- b. R22-07: Request by College Street Properties, LLC to Rezone 1.13 Acres (Parcel 14095282001) from Mixed Residential (MRD) to Commercial (C) The Chairperson should open the public hearing and call upon Ms. Lance to review 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.

RECOMMENDED ACTION OR MOTION:

- a. Adopt the enclosed resolution approving R22-06, having found the proposed rezoning consistent with the Sampson County Land Use Plan

- b. Adopt the enclosed resolution approving R22-07, having found the proposed rezoning consistent with the Sampson County Land Use Plan

Sampson County Inspections & Planning Department

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



To: Ed Causey, County Manager
Susan Holder, Assistant County Manager

From: Michelle Lance, Planner, CZO

Subject: September 12, 2022, Board of Commissioners Meeting

Date: August 23, 2022

ROSE HILL REZONING (RESIDENTIAL AGRICULTURAL TO COMMERCIAL)

The proposed **ROSE HILL REZONING** for Tax Parcel 17016585801 was reviewed by the Sampson County Planning Board at their August 8, 2022, meeting. County Attorney Joel Starling provided an overview of the proposed rezoning, which is a proposal to rezone 2.27- acre of the 4.62-acre parcel from being Residential Agricultural (RA) to Commercial (C). The parcel is a vacant lot located on Taylors Bridge Hwy. County water is available to the site and the site will be served by an individual septic system. The Sampson County Land Use Plan classifies the parcel as being within the Rural Residential/Agriculture Land Use Category.

The Planning Board voted 4-0 to recommend approval of the rezoning request. The recommendation for approval is based off of the fact that the parcel has frontage on Taylors Bridge Hwy (US 421) a major thoroughfare in Sampson County, and that the proposed rezoning is consistent with an existing Commercial (C) Zoning designation of property to the north on Taylors Bridge Hwy (US 421). The Commercial (C) Zoning District desires properties to have appropriate traffic access to conduct business.

COLLEGE STREET PROPERTIES, LLC REZONING (MIXED RESIDENTIAL TO COMMERCIAL)

The proposed **COLLEGE STREET PROPERTIES, LLC REZONING** for Tax Parcel 14095282001 was reviewed by the Sampson County Planning Board at their August 8, 2022, meeting. County Attorney Joel Starling provided an overview of the proposed rezoning, which is a proposal to rezone the tax parcel from Mixed Residential (MRD) to Commercial (C). The parcel is 1.13 acres and is located at 955 Plain View Highway. The parcel is served by County water and an individual septic system. The Sampson County Land Use Plan classifies the parcel as being within the Residential Growth Land Use Category.

The Planning Board voted 3-0 to recommend approval of the rezoning request. The recommendation for approval is based off of the fact that this parcel is located on Plain View Hwy (U.S. 421) a major thoroughfare in Sampson County. The Commercial (C) Zoning District desires properties to have appropriate traffic access to conduct business.

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Minutes of the Sampson County Planning Board

<u>Meeting Date</u>	<u>Members Present</u>	<u>Members Absent</u>
August 8, 2022	Houston Crumpler, III Marilyn Brooks Gail Gainey Jason Tyndall	Jay Darden

County Attorney Joel Starling, Planning and Inspections Director Myron Cashwell, and County Planner Michelle Lance were also present.

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

Chairman Crumpler called the meeting to order. He informed those in attendance that a sign in sheet was available and requested that all in attendance please sign in, particularly if they were planning to address the board during the meeting.

Minutes Approved

Chairman Crumpler asked the board members if there were any questions regarding the minutes. No questions or concerns were raised. Chairman Crumpler asked if a motion could be made to accept and approve the July 12, 2022 Planning Board minutes.

Marilyn Brooks moved to approve the minutes as presented. The motion was seconded by Jason Tyndall.

Ayes: 4 Nays: 0

New Business

REZONING – Rhetson Companies, Inc.

R22-06

General Information: Rezone 2.27 acres of an existing 4.61-acre parcel from Residential Agricultural (RA) to Commercial (C). (The remainder of the parcel is to retain the RA zoning designation.)

Location: Taylors Bridge Hwy. **Parcel #:** 17016585801

Owner: EEWELLS, LLC

Applicant: Rhetson Companies, Inc.

Current Zoning District: Residential Agricultural (RA)

Proposed Zoning District: Commercial (C)

Land Use Plan: Rural Residential Agricultural

Attorney Starling presented the staff report as well as the staff recommendation of approval for the rezoning request by the Rhetson Companies, Inc. Mr. Starling stated that a new parcel number has not been assigned as

the subdivision plat had not yet been recorded. The staff reviewed the survey provided depicting the proposed subdivision of the existing parcel. The information collected was sufficient to continue with the rezoning process. A copy of the plat was available for the Board Members to review.

The applicants did disclose in the application that the property would be the site of a general retail store, although this information was not required for the rezoning and was not the basis of the Planning Board's decision.

Marilyn Brooks inquired of the processes in place to ensure safety in the area due to the anticipated increase in traffic at the intersection of the proposed project site. She also asked if the installation of a traffic light would be considered. Attorney Starling informed the Board that a traffic light would not be the responsibility of the applicant. He stated that the NCDOT would be responsible for monitoring traffic volume and determining when a safety measure such as a traffic light was warranted.

Chairman Crumpler asked if there were any questions from those in attendance regarding the proposed R22-06 rezoning request. There were no concerns or questions offered.

Chairman Crumpler asked the Board if a motion would be made to find that the proposed rezoning was consistent with the Sampson County Land Use Plan and to recommend approval of the Rhetsen Companies, Inc. rezoning request from Residential Agricultural (RA) to Commercial (C).

Gail Gainey made a motion to find the proposed rezoning to be consistent with the Land Use Plan and recommend its approval. The motion was seconded by Marilyn Brooks.

Ayes: 4 Nays: 0

REZONING – College Street Properties, LLC

R22-07

General Information: Rezone 1.13 +/- acres from Mixed Residential (MRD) to Commercial (C) Zoning District.

Location: Plain View Hwy **Parcel #:** 14095282001

Owner: Robert Daniels

Applicant: College Street Properties, LLC

Current Zoning District: Mixed Residential (MRD)

Proposed Zoning District: Commercial (C)

Land Use Plan: Residential Growth

Attorney Starling presented the staff report as well as the staff recommendation to approve the request for rezoning of the subject property from Mixed Residential (MRD) to Commercial (C). The 2022 Sampson County Land Use Plan designates this property as being within the "Residential Growth" area.

Chairman Crumpler asked if there were any questions for Attorney Starling.

Karrie Bell, an adjacent property owner, inquired of the type of Commercial Use proposed for the property. She stated that she is concerned regarding the safety of her family, the increase in traffic anticipated for the area, as well as the hours of operation of the proposed business. Chairman Crumpler asked if there were any questions to be directed to Karrie Bell, none were offered.

Cheryl Elmore, an adjacent property owner, also inquired as to the type of Commercial Use proposed for the property. She stated that the property has been well maintained in the past. She voiced her concerns regarding

the possibility of rodents and pests as well as safety issues that could become problematic for the adjacent property owners. Cheryl Elmore requested that the property remain zoned at the current status.

Chairman Crumpler asked if there were any further questions or comments regarding the request. Marilyn Brooks asked if there was a representative available in the gallery for College Street Properties, LLC.

Wes Wooten, representative for College Street Properties, LLC, was present and stated that he would address any specific questions that were posed to him. He informed the Board that he understood the property owners' concerns and agreed that they had valid points. However, Mr. Wooten noted that the property was for sale. He said that he would take into consideration the points that had been made during the development of his project.

Cheryl Elmore inquired of Wes Wooten what type of business would be planted in the community.

Wes Wooten stated that he would "run a healthy, morally and ethical business that would be beneficial to the community." He also stated that he anticipates an upgrade aesthetically on the appearance of the property.

Chairman Crumpler asked Wes Wooten if the current property was a home to be renovated for Commercial Usage. Wes Wooten stated, "no." However, in order to accomplish his goals for the property, a rezoning would be required.

Attorney Starling did interject and offered clarification that the property is currently zoned as Mixed Residential (MRD). He also provided examples of approved usages for the property.

Marilyn Brooks did request a clarification from Wes Wooten about the intended purposes of the business proposed.

Wes Wooten shared that his plans at this time are tentative.

Karrie Bell stated that the actual owner of the property was not in attendance. She also, restated her concerns.

Chairman Crumpler informed the gallery that by law, the applicant is not required to disclose the nature of the business anticipated for the property. He asked the Board Members if there were any questions for Attorney Starling or Wes Wooten.

Jason Tyndall did inquire of the Buffer requirements in regard to this proposal.

Attorney Starling stated that a buffer is required between commercial and residential uses. He also stated that a complaint regarding the condition of property can be submitted to the Sampson County Planning Department if the property fit the definition of a nuisance.

Chairman Crumpler asked for a motion to find that the proposed rezoning is consistent with the Sampson County Land Use Plan and recommend the R22-07 rezoning request. Jason Tyndall offered the motion. Gail Gainey seconded the motion.

Chairman Crumpler, Jason Tyndall, and Gail Gainey voted to find the proposed rezoning consistent with the Land Use Plan and recommend the rezoning. Marilyn Brooks abstained.

The motion carried.

Attorney Starling and the Planning Board members welcomed Michelle Lance back as the full time Planner for the Sampson County Planning and Zoning.

Gail Gainey voiced concerns regarding the provisions of the Subdivision Ordinance regarding shared driveways on secondary roads. Attorney Starling stated that the issue would be researched and revisited at the next Planning Board meeting.

Chairman Crumpler asked for a motion to adjourn.

Marilyn Brooks made a motion to adjourn. The motion was seconded by Jason Tyndall.

Ayes: 4 Nays: 0

The Planning Board adjourned at 6:45 p.m.

Houston Crumpler, III, Chairman

Michelle Lance, Secretary

DRAFT

Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

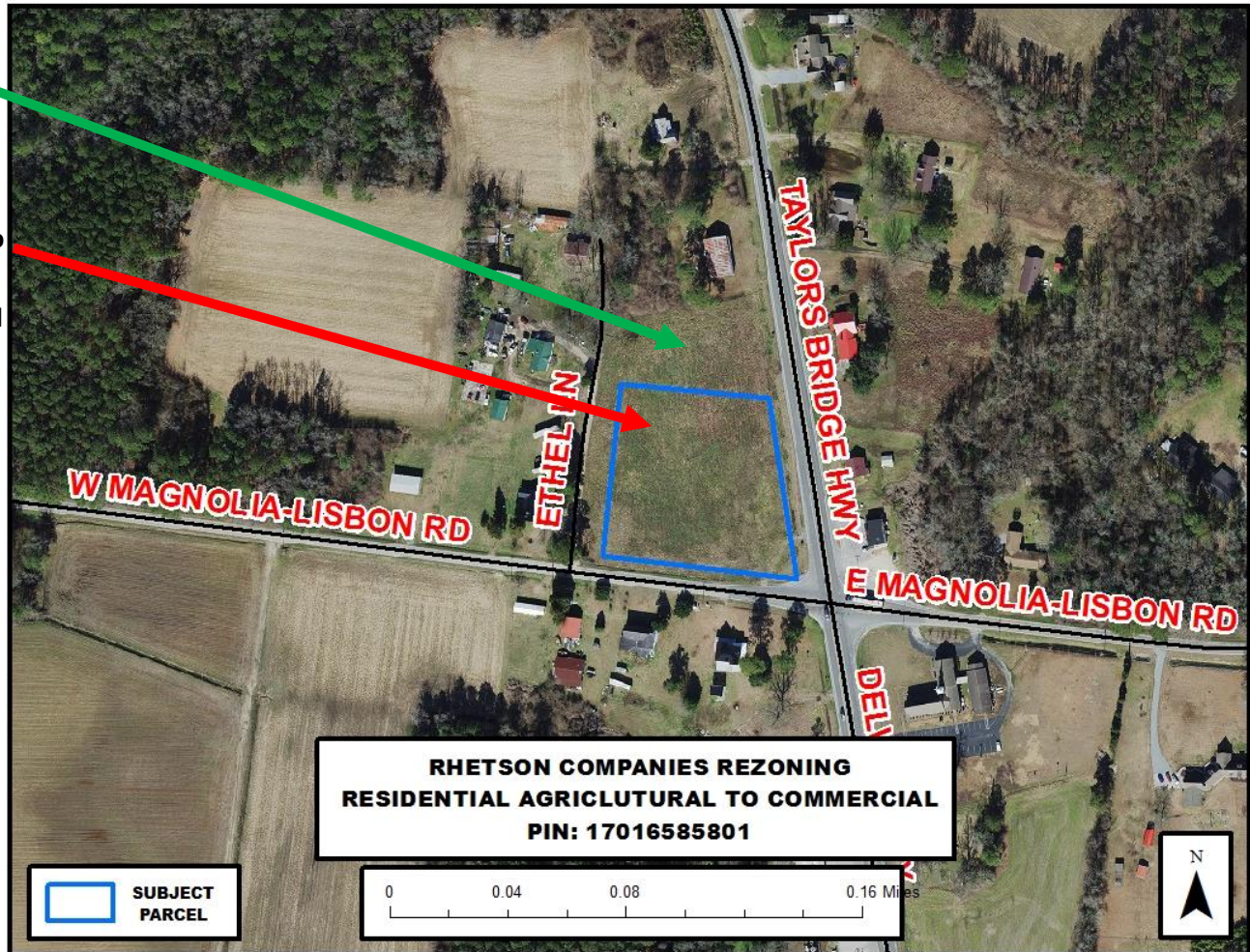
REQUEST SUMMARY

Application Number: R22-06	Property Location: Taylors Bridge Hwy.
Request: Rezone from Residential Agricultural (RA) to Commercial (C) Zoning District	Acreage: 2.27-acres of existing 4.62-acre parcel. Remainder of parcel to retain RA zoning designation
Applicant: Rhetson Companies, Inc.	Existing Land Use: Vacant
Property Owner: EEWells, LLC	Current Zoning: Residential Agricultural (RA)
Tax Map Number: 17016585801	Proposed Zoning: Commercial (C)

Area to remain Residential Agricultural (RA)

Area proposed to be zoned Commercial (C)

Aerial View of Site



Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

STAFF RECOMMENDATION

Staff is recommending approval of the proposed rezoning of a 2.27-acre portion of the 4.62-acre subject property from Residential Agricultural (RA) to Commercial (C). The balance of the parcel will remain as RA (see Attachment “A”). The proposed rezoning is consistent with the Sampson County 2022 Land Use Plan (SCLUP), which calls for “commercial uses that meet locational criteria, that serve the surrounding neighborhoods and communities in the immediate area ...” (pg. 61 SCLUP).

In addition to being consistent with the SCLUP, the proposed rezoning is also consistent with the existing Commercial (C) zoning designation of property to the north on Taylors Bridge Hwy (U.S. Highway 421) and to the east of Taylors Bridge Hwy north of W. Magnolia-Lisbon Rd. (see “Current Zoning Map” on pg. 5). It is generally good practice to have a consistent zoning designation on either side of an existing road, to provide balance and minimize potential adverse land use impacts.

The Planning Board heard this case at their August 8TH meeting and voted to recommend approval of this rezoning request to the Board of Commissioners.

COMPATIBILITY WITH ADOPTED PLANS

The SCLUP designates this property as being located within the “Rural Residential/ Agricultural” area.

The purpose of the Rural Residential/Agricultural area is to preserve the agricultural areas of Sampson County. This districts intent is to provide a place for low-density residential development that does not detract from the rural nature of the County. Limited commercial development and other types of development that supports agricultural uses or services utilized by the public can be expected.

Locational criteria for non-residential uses include frontage and access to a major State highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses within this category would be expected to develop with public water or private wells and with private septic tank systems.

- **Corresponding Zoning District:** Residential Agricultural (RA), Residential (R), Mixed Residential District (MRD)

- **Appropriate Uses:** low-density residential development, agriculture/forestry activities, uses supporting agriculture, commercial/public institutional development meeting locational criteria intended to serve immediate surrounding areas.

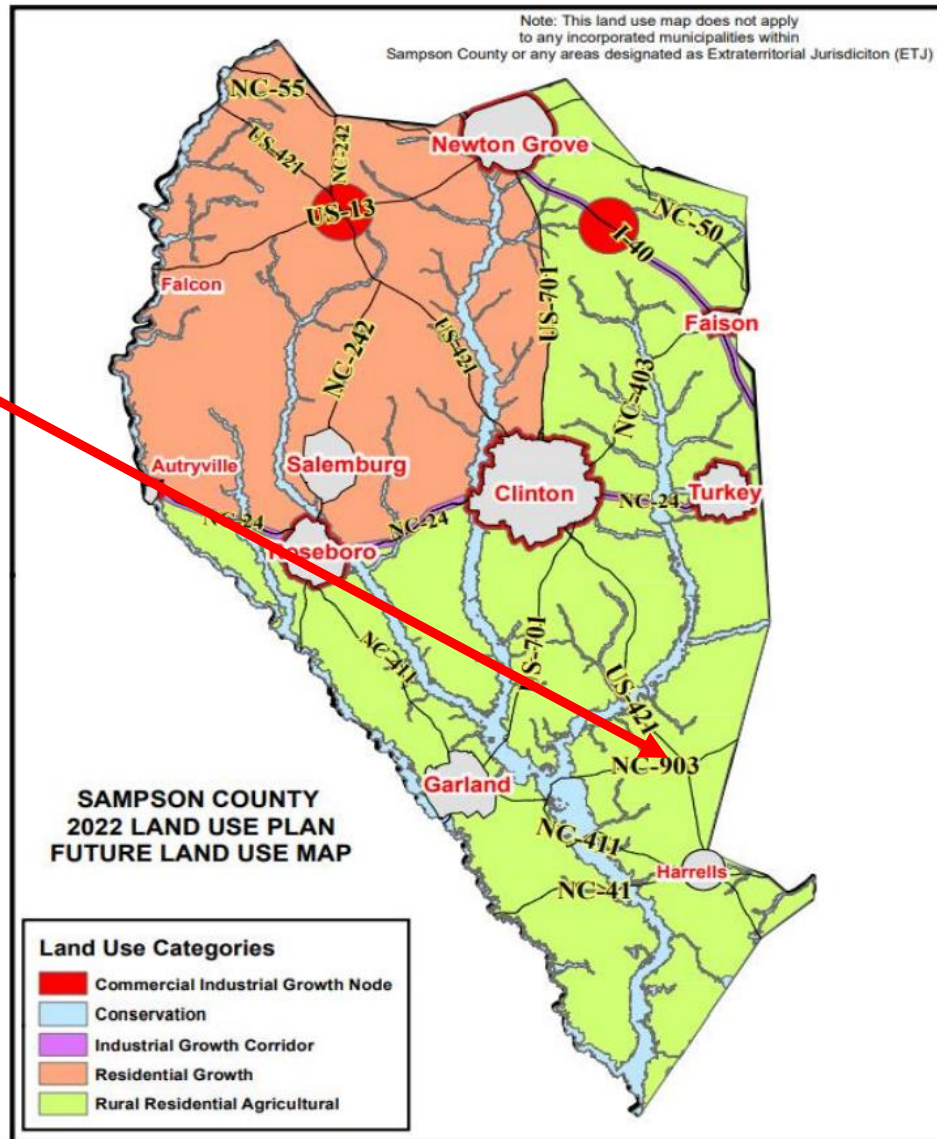
- **Inappropriate Uses:** high-density residential development, uses detrimental to agriculture, large commercial development, industrial development.

Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

While the Commercial (C) zoning district is not listed as one of the “Corresponding Zoning District” designations for the “Rural Residential/Agricultural” area called for by the Sampson County 2022 Future Land Use Map, where this property is located, appropriate uses listed for this area include “commercial/public institutional development meeting locational criteria intended to serve immediate surrounding area”. The subject property is situated at the intersection of two main thoroughfares (U.S. 421 and NC 903). This intersection represents an appropriate location for commercial use, with property to the north on U.S. 421 and a parcel located east of the subject parcel also zoned Commercial (C). Based on the inclusion of “Commercial” uses in the list of “Appropriate” land uses for this property, it is the position of planning staff that the proposed rezoning from Residential Agricultural (R) to Commercial (C) is consistent with the Sampson County Land Use Plan.

SITE LOCATION



Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

LAND USE, PUBLIC SERVICES AND TRAFFIC CONDITIONS

Land Use

The subject property is currently vacant. Land use to the north, south and west is residential, with property to the east (across Taylors Bridge Hwy) commercial (D & J Country Store).

Infrastructure

- County water is available to the site, however, there is no sewer service.

Environmental Site Conditions

- **Floodplain** – The parcel proposed to be rezoned is not located within the regulated floodplain.
- **Wetlands** – Wetlands are not present.

Fire Service Protection

- The site is located within the Taylor’s Bridge Fire Response Area.

Water & Sewer Utilities

- County water is available to the site but there is public sewer service.

District Schools

- Union Elementary School, Union Middle School, Union High School

Traffic Impacts & ADT

Traffic Count Year	Road Name	Average Daily Trips (ADT) – Actual	Capacity (ADT)
2020	Taylors Bridge Hwy.	4,000	15,500

The uses allowed in the Commercial (C) Zoning District have the potential to generate an increase in traffic on Taylors Bridge Highway. However, it is not anticipated that traffic generated by the proposed commercial use of this property will exceed the maximum capacity of this road.

ZONING

The subject property is zoned Residential Agricultural (RA).

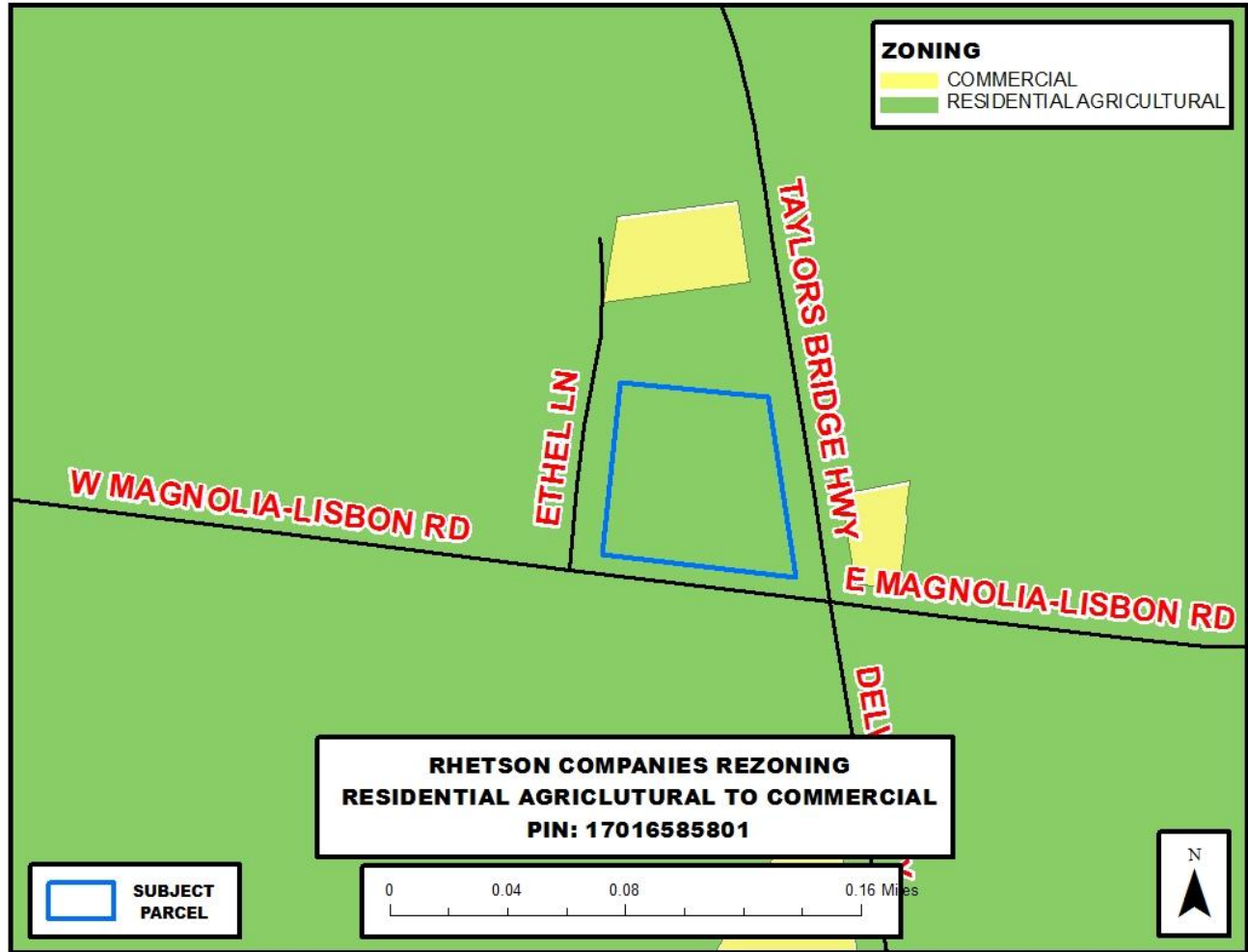
Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

Current Zoning



ZONING DISTRICT COMPARISON – Residential Agricultural (RA) and Commercial (C)

The subject property is currently zoned Residential Agricultural (RA). The RA district provides an environment for residential use at densities that correspond with the available services and general farming operations as defined in the Sampson County Zoning Ordinance. This property is proposed to be located in the Commercial (C) Zoning District. The Commercial District accommodates many commercial uses that are essential services that benefit a community.

Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

Comparison of Uses Allowed in RA and C Zoning Districts¹

Residential Agricultural (RA)	Commercial (C)
<p>PERMITTED USES</p> <p>Non-Residential Uses</p> <p>Children’s Home*</p> <p>Government Buildings</p> <p>Schools**</p> <p>Child Care Center</p> <p>Parks/Playgrounds</p> <p>RV Campgrounds**</p> <p>Bed and Breakfast**</p> <p>Restaurant *</p> <p>Auto Sales**</p> <p>Surveying/Engineering/Architect Office</p> <p>Residential Uses</p> <p>Single-Family Dwelling</p> <p>Manufactured Home</p> <p>Modular Home</p> <p>Apartment *</p> <p>Townhouse*</p> <p>Manufactured Home Park**</p> <p>Accessory Dwelling Unit*</p> <p>*Special Requirements</p> <p>**Special Use</p>	<p>PERMITTED USES</p> <p>Non-Residential</p> <p>Family Care Home</p> <p>Children’s Home</p> <p>Nursing & Convalescent Home Government</p> <p>Buildings</p> <p>Child Care Center</p> <p>Baseball Hitting Facility</p> <p>Hotel/Motel</p> <p>Farm Equipment Sales</p> <p>Convenience Store/Gas Station</p> <p>Grocery Store</p> <p>Tobacco Shop</p> <p>Residential Uses</p> <p>Single-Family Home</p> <p>Apartment*</p> <p>Townhouse*</p> <p>Manufactured Home Park</p> <p>*Special Requirements</p> <p>** Special Use Permit</p>

¹**NOTE:** This is a partial list of uses allowed. See Sampson County Zoning Ordinance for a complete list

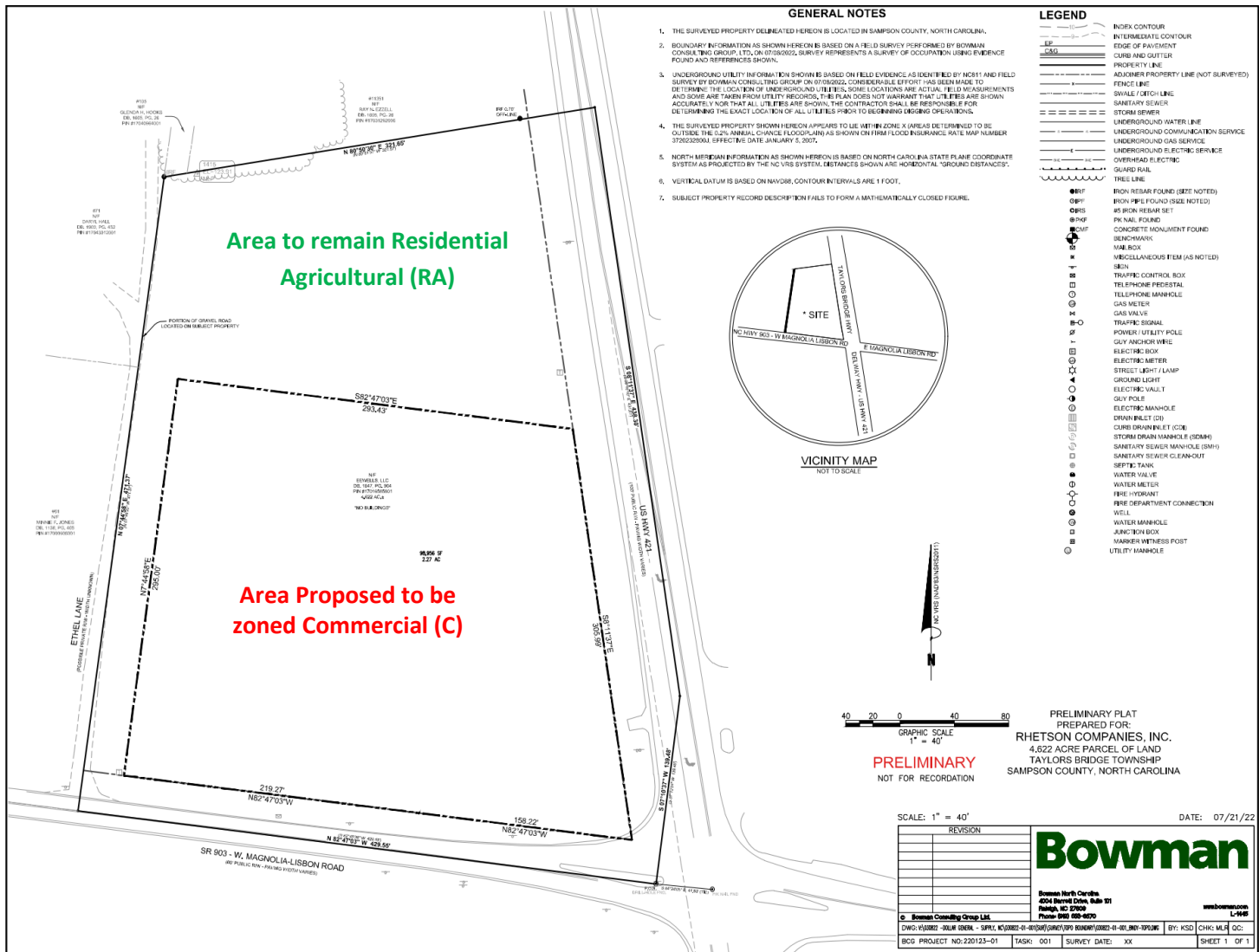
Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

ATTACHMENT A



Rose Hill Rezoning Request

PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

ATTACHMENT 1

APPROVAL OF REZONING PROPERTY FROM RESIDENTIAL (R) TO COMMERCIAL (C)

WHEREAS, Rhetson Companies, Inc., has submitted a petition to rezone Tax Parcel 17016585801 from Residential Agricultural (R) to Commercial (C); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category, and,

WHEREAS, the appropriate land uses identified for the Residential Growth are low to medium density residential, along with commercial development meeting locational criteria; and,

WHEREAS, the Commercial (C) Zoning District is intended to accommodate many commercial uses that are essential services that benefit a community. It is also important that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business. Each new request will be reviewed so that the business and its location will not be detrimental to the public health safety or general welfare; and,

WHEREAS, the types of uses allowed in the Commercial (C) Zoning District align with the main purpose and intent of the Residential Growth Land Use Category; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed Rezoning is therefore considered reasonable and in the public interest.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- A. A. The Official Zoning Map is hereby amended to classify Tax Parcel 17016585801 as Commercial (C).
- B. The above amendment is effective upon the adoption of this Ordinance. Adopted this 12th day of September 2022.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

Susan J. Holder, Clerk to the Board

Sue Lee, Chairman

Rose Hill Rezoning Request
PLANNING STAFF REPORT TO BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-06

ATTACHMENT 2

**RESOLUTION DENYING THE PETITION TO REZONE PROPERTY FROM
RESIDENTIAL (R) TO COMMERCIAL (C)**

WHEREAS, Rhetson Companies, Inc., has submitted a petition to rezone Tax Parcel 17016585801 from Residential Agricultural (R) to Commercial (C); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category; and,

WHEREAS, The Commercial (C) Zoning District is not consistent with the Residential Growth category and is not appropriate; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is not consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed rezoning request would encourage development that could negatively impact properties located in close proximity; and,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT: the petition to classify Tax Parcel 17016585801 as Commercial (C) is hereby DENIED

Adopted this 12th day of September 2022.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

Susan J. Holder, Clerk to the Board

Sue Lee, Chairman



REZONING HEARING NOTICE

A rezoning application to rezone tax parcel 17016585801 from the Residential Agriculture (RA) Zoning District to the Commercial (C) Zoning District has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, September 12th, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Michelle Lance
Sampson County Planner

SAMPSON COUNTY PLANNING & ZONING



August 22, 2022

Rhetson Companies, Inc.
2075 Juniper Lake Rd
West End NC 27376

Dear Matt Williams:

According to Sampson County tax records, your property is parcel number 17016585801 located on Taylors Bridge Hwy Rose Hill, NC. A rezoning application to rezone from the Residential Agriculture (RA) Zoning District to the Commercial (C) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, September 12th, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board shall consider the application and comments at the hearing and will make a decision for approval or denial considering the following:

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Michelle Lance
Sampson County Planner

SAMPSON COUNTY PLANNING & ZONING

August 22, 2022

EE Wells, LLC
PO 962
Clinton NC 28329



Dear Property Owner:

According to Sampson County tax records, your property is parcel number 17016585801 located on Taylors Bridge Hwy Rose Hill, NC. A rezoning application to rezone from the Residential Agriculture (RA) Zoning District to the Commercial (C) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, September 12th, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board shall consider the application and comments at the hearing and will make a decision for approval or denial considering the following:

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Michelle Lance
Sampson County Planner

SAMPSON COUNTY PLANNING & ZONING



August 22, 2022

Dear Property Owner:

According to Sampson County tax records, your property is adjacent to tax parcel 17016585801 located on Taylors Bridge Hwy, Rose Hill, NC. A rezoning application to rezone from the Residential Agricultural (RA) Zoning District to the Commercial (C) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, Sept 12th, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

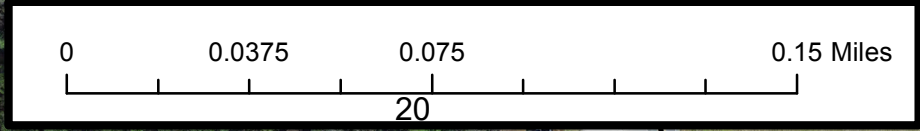
Sincerely,

Michelle Lance
Sampson Co. Planner



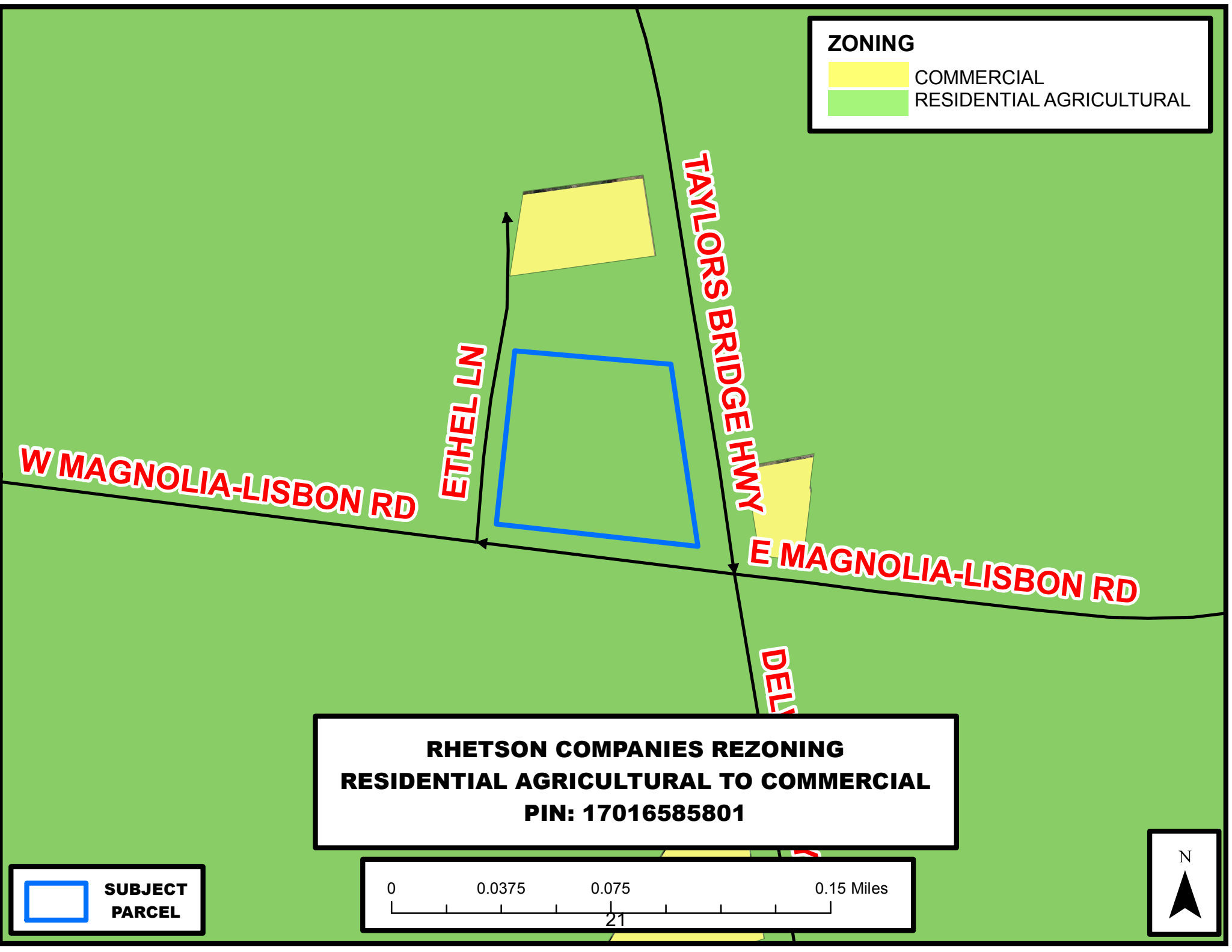
**RHETSON COMPANIES REZONING
RESIDENTIAL AGRICULTURAL TO COMMERCIAL
PIN: 17016585801**

 **SUBJECT
PARCEL**



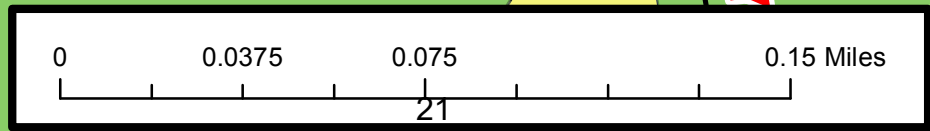
ZONING

- COMMERCIAL
- RESIDENTIAL AGRICULTURAL



**RHETSON COMPANIES REZONING
RESIDENTIAL AGRICULTURAL TO COMMERCIAL
PIN: 17016585801**

 **SUBJECT
PARCEL**



SAMPSON COUNTY PLANNING & ZONING

405 County Complex Rd. Bldg B

Clinton, NC 28328

910-592-0146

REZONING APPLICATION

Sampson County requires that when parcels are to be rezoned, they must be reviewed by the Planning Board and receive a recommendation of approval or denial before they are heard by the Board of Commissioners, where the final rezoning decision will be made. In instances where only a portion of a property is proposed to be rezoned, a surveyed site plan that established the new proposed zoning line is required. Complete application submittals are due by 5:30 PM on submittal day **(PLEASE SEE THE ATTACHED SUBMITTAL SCHEDULE)**. The application fee is **\$300**. This application may only be withdrawn by written request from the applicant or property owner. If such request is received prior to submission of the public hearing notice to the newspaper, the filing fees may be returned. Filing fees will not be refunded after submission of public hearing notice to the newspaper. After submission of public hearing notice to the newspaper, an application may only be withdrawn by action of the Planning Board or Board of Commissioners at the public hearing.

Sampson County is required by law to provide notice of the proposed rezoning to adjacent property owners as well as the newspaper and post a sign on the parcel that is proposed to be rezoned.

DATE SUBMITTED: 7-5-22

PLEASE BE AWARE THAT YOU ARE NOT GUARANTEED TO HAVE YOUR APPLICATION HEARD ON THE BOARD OF COMMISSIONERS DATE LISTED IN THE CORRESPONDING COLUMN WITH YOUR SUBMITAL DATE. CERTAIN CIRCUMSTANCES MAY REQUIRE THE APPLICATION TO BE HEARD AT A LATER DATE THAN LISTED.

SUBJECT PROPERTY INFORMATION

TOTAL PARCEL SIZE: 4.61 acres

ADDRESS: Taylors Bridge Highway

TOWN: Delway (Rose Hill)

PARCEL #: 17016585801

DEED BOOK & PAGE # 1847/904

CURRENT ZONING DISTRICT: Residential Agriculture

PROPOSED ZONING DISTRICT: Commercial

LAND USE CLASSIFICATION: Commercial

APPLICANT INFORMATION

NAME: Rhetson Companies, Inc.

ADDRESS: 2075 Juniper Lake Rd, West End, NC 27376

PHONE: 910-944-0881

EMAIL: matt@rhetson.com

If the applicant is not the property owner, a written signed statement from the property owner must be included giving consent for the proposed Rezoning.

PROPERTY OWNER INFORMATION

NAME: EEWELLS, LLC

ADDRESS: P.O. Box 962, Clinton, NC 28329

PHONE: 910-590-0437

EMAIL: Ewells.aasrwil@gmail.com

SURVEYOR/ENGINEER INFORMATION (IF APPLICABLE)

NAME: Matt Lowder

ADDRESS: 4006 Barrett Drive, Ste 104, Raleigh, NC 27609

PHONE: 919-553-6570

EMAIL: mlowder@bowman.com

QUESTIONS

The applicant must answer all questions with **complete sentence responses**. "Yes" or "No" answers **WILL NOT BE ACCEPTED**. If the questions do not have **adequate explanation in complete sentences** the application will be considered incomplete and returned to the applicant. The Planning Board will consider the applicants response to each question as a basis in establishing their formal recommendation to the Board of Commissioners.

- 1.) Will the proposal place all property similarly situated in the area in the same category, or in appropriate complementary categories?

No, adjoining property to the North is zoned commercial. Property to the East is residential. To the West is Taylors Bridge Hwy. Property across Hwy in Southeast corner is commercial. All other property across hwy is commercial.

- 2.) Will all uses permitted under the proposed zoning district be in the general public interest and not solely in the interest of an individual or a small group?

Yes, a general retail store would be in the interest of the general public.

3.) Will all uses permitted under the new proposed zoning district be appropriate for the area included in the proposed rezoning?

Yes, according to the Table of Uses in the zoning ordinance,
a general retail store is permitted in the commercial
zoning district.

4.) Will the character of the neighborhood be materially or adversely affected by any uses included in the proposed new zoning district?

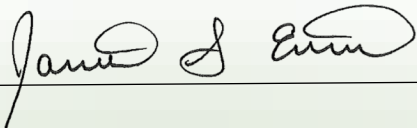
A commercial retail store will not cause any adverse impacts to the community.

5.) Will the proposed rezoning be consistent with the Sampson County Land Use Plan?

Said rezoning will provide convenient retail sales to the neighboring residential and agricultural area.

SIGNATURE

I, Rhetson Companies, Inc. the undersigned applicant, do hereby certify that to the best of my knowledge and belief all information supplied in and with the application is true and accurate.

APPLICANT SIGNATURE: 
DATE: 7-5-22

SUBMITTAL SCHEDULE

SUBMITTAL DATE	PLANNING BOARD	BOARD OF COMMISSIONERS
January 5 th	February 14 th	March 7 th
February 2 nd	March 14 th	April 4 th
March 2 nd	April 11 th	May 2 nd
April 6 th	May 9 th	June 6 th
May 4 th	June 13 th	July 11 th
June 1 st	July 12 th * (Tuesday Night)	August 1 st
July 6 th	August 8 th	September 12 th
August 3 rd	September 13 th * (Tuesday Night)	October 3 rd
September 7 th	October 10 th	November 7 th
October 5 th	November 14 th	December 5 th
November 2 nd	December 12 th	TBA pending release of the 2023 BOC Calendar

College Street Properties, LLC - Rezoning Request STAFF REPORT FOR BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-07

REQUEST SUMMARY

Application Number: R22-07

Property Location: Plain View Hwy.

Request: Rezone from Mixed Residential (MRD) to Commercial (C) Zoning District.

Acreage: 1.13 +/- acres

Applicant: College Street Properties, LLC

Existing Land Use: Vacant single floor ranch structure, with outbuilding

Property Owner: Robert Daniels

Current Zoning: Mixed Residential (MRD)

Tax Map Number: 14095282001

Proposed Zoning: Commercial (C)

Aerial View of Site



College Street Properties, LLC - Rezoning Request

STAFF REPORT FOR BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-07

STAFF RECOMMENDATION

Staff is recommending approval of the request for rezoning of the subject property from Mixed Residential (MRD) to Commercial (C). The proposed rezoning is consistent with the Sampson County 2022 Land Use Plan (SCLUP), which calls for “commercial uses that meet locational criteria, that serve the surrounding neighborhoods and communities in the immediate area ...” (pg. 61 SCLUP). In addition, staff believes the requested commercial zoning is appropriate, due to the property’s location on Plain View Hwy (U.S. 421), a major thoroughfare in Sampson County. This is a “non-conditional” rezoning and therefore any use allowed in the Commercial (C) Zoning District would be permitted on this property. At this time, the applicant has not given any indication of what use is planned for this site. The Planning Board heard this case at their August 8, 2022 meeting and voted to recommend approval of the request for rezoning to the Board of Commissioners.

COMPATIBILITY WITH ADOPTED PLANS

The Sampson County 2022 Land Use Plan designates this property as being within the “Residential Growth” area.

The purpose of the Residential Growth area is to support low to medium density residential development that is intermingled with commercial uses that meet locational criteria, that serve the surrounding neighborhoods and communities in the surrounding areas. Locational criteria for non-residential uses include frontage and access to a major State highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses within this category would develop with public water and with or without public sewer.

- **Corresponding Zoning District:** Residential Agricultural (RA), Residential (R), Mixed Residential District (MRD)
- **Appropriate Uses:** low to medium density residential development, commercial/public institutional development meeting locational criteria intended to serve immediate surrounding areas.
- **Inappropriate Uses:** high-density residential development, uses detrimental to agriculture, large commercial development, industrial development.

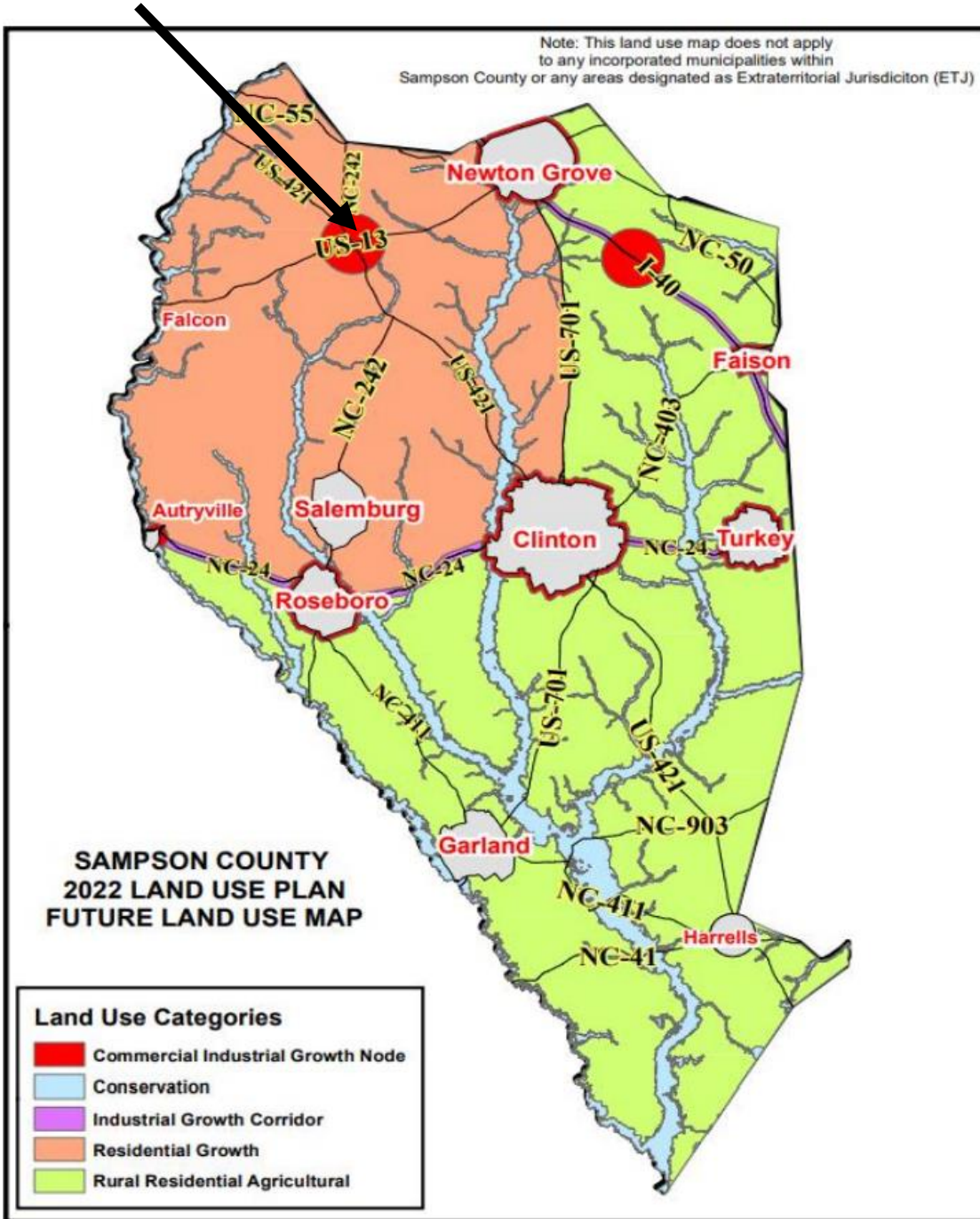
While the Commercial (C) zoning district is not listed as one of the “Corresponding Zoning District” designations for the “Residential Growth Area” called for by the Sampson County 2022 Future Land Use Map, where this property is located, appropriate uses listed for this area include “commercial/public institutional development meeting locational criteria intended to serve immediate surrounding areas”. The subject property is located on U.S. 421 (Plain Valley Hwy) – a major thoroughfare in Sampson County and in close proximity to the intersection with NC 242 (Benson Hwy).

College Street Properties, LLC - Rezoning Request

STAFF REPORT FOR BOARD OF COMMISSIONERS

Therefore, it is the position of planning staff that the proposed rezoning from Mixed Residential (MRD) to Commercial (C) is consistent with the Sampson County Land Use Plan.

SITE LOCATION



College Street Properties, LLC - Rezoning Request

STAFF REPORT FOR BOARD OF COMMISSIONERS

LAND USE, PUBLIC SERVICES AND TRAFFIC CONDITIONS

Land Use

The 1.13-acre site is currently occupied by a single-story residential structure with an outbuilding. Land use to the north is commercial, to the south, residential, to the west is vacant and to the east across Plain View Hwy is agricultural.

Infrastructure

- County water is available to the site, however, there is no sewer service.

Environmental Conditions

- **Flood** – The parcel proposed to be rezoned is not located within the regulated floodplain.
- **Wetlands** – Wetlands are not present.

Fire Service Protection

- The site is located within the Spivey’s Corner Fire Response Area.

Water & Sewer Utilities

- County water is available to the site but there is public sewer service.

District Schools

Midway Elementary School, Midway Middle School, Midway High School

Traffic Impacts & ADT

Traffic Count Year	Road Name	Average Daily Trips (ADT) – Actual	Capacity (ATD)
2020	Plain View Hwy.	4,000	15,500

The uses allowed in the Commercial (C) Zoning District have the potential to generate a mild to

College Street Properties, LLC - Rezoning Request

STAFF REPORT FOR BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-07

significant increase in traffic. However, it is not anticipated that traffic to be generated by the proposed commercial use of this property will exceed the maximum capacity of this road.

ZONING

The subject property and all surrounding properties are zoned Mixed Residential (MRD).



Zoning District Comparison – Mixed Residential (MRD) and Commercial (C)

The subject property is currently zoned Mixed Residential (MRD). As noted in the Zoning Ordinance: “The MRD district provides an inclusive environment for mixed residential uses at densities that correspond with the available services while protecting residential use from non-residential use that may create a public health, safety, or general welfare issue or nuisance.” This property is proposed for rezoning to Commercial (C). “The Commercial District accommodates many commercial uses that are essential services that benefit a community. It is important that each commercial district be located where there is appropriate traffic access and proper infrastructure to conduct business.”

College Street Properties, LLC - Rezoning Request

STAFF REPORT FOR BOARD OF COMMISSIONERS

Comparison of Uses Allowed in MRD and C Zoning Districts¹

Mixed Residential (MRD)	Commercial (C)
<p style="text-align: center;">PERMITTED USES</p> <p style="text-align: center;">Non-Residential</p> <p style="text-align: center;">Family Care Home Children’s Home* Government Buildings Volunteer Fire Station** Ambulance/EMS** Public/Private Sewer System* Public Utility Substation* Parks/Playground Cemetery (Private)* Athletic Field/Facilities** Bed & Breakfast**</p> <p style="text-align: center;">Residential Uses</p> <p style="text-align: center;">Manufactured Single-Family Home Modular Home Accessory* Apartment* Townhouse* Manufactured Home Park**</p> <p style="text-align: center;">*Special Requirements ** Special Use Permit</p>	<p style="text-align: center;">PERMITTED USES</p> <p style="text-align: center;">Non-Residential</p> <p style="text-align: center;">Family Care Home Children’s Home Nursing & Convalescent Home Government Buildings Child Care Center Baseball Hitting Facility Hotel/Motel Farm Equipment Sales Convenience Store/Gas Station Grocery Store Tobacco Shop</p> <p style="text-align: center;">Residential Uses</p> <p style="text-align: center;">*Single-Family Home Apartment* Townhouse* Manufactured Home Park</p> <p style="text-align: center;">*Special Requirements ** Special Use Permit</p>

¹**NOTE:** This is a partial list of uses allowed. See Sampson County Zoning Ordinance for complete list

College Street Properties, LLC - Rezoning Request

STAFF REPORT FOR BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-07

ATTACHMENT 1

APPROVAL OF REZONING PROPERTY FROM MIXED RESIDENTIAL (MRD) TO COMMERCIAL (C)

WHEREAS, College Street Properties, LLC, has submitted a petition to rezone Tax Parcel 14095282001 from Mixed Residential (MRD) to Commercial (C); and,

WHEREAS, The Sampson County 2022 Land Use Plan places the proposed rezoning area in the Residential Growth category, and,

WHEREAS, the appropriate land uses identified for the Residential Growth category are low to medium density residential, along with commercial development meeting locational criteria; and,

WHEREAS, the Commercial (C) Zoning District is intended to accommodate many commercial uses that are essential services that benefit a community. It is also important that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business. Each new request will be reviewed so that the business and its location will not be detrimental to the public health safety or general welfare; and,

WHEREAS, the types of uses allowed in the Commercial (C) Zoning District align with the main purpose and intent of the Residential Growth Land Use Category; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed Rezoning is reasonable and in the public interest.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- A. A. The Official Zoning Map is hereby amended to classify Tax Parcel 14095282001 as Commercial (C).
- B. The above amendment is effective upon adoption of this approval.

Adopted this 12th day of September 2022.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

Susan J. Holder, Clerk to the Board

Sue Lee, Chairman

College Street Properties, LLC - Rezoning Request STAFF REPORT FOR BOARD OF COMMISSIONERS

Sampson County Planning & Zoning

R22-07

ATTACHMENT 2

RESOLUTION DENYING THE PETITION TO REZONE PROPERTY FROM RESIDENTIAL (R) TO COMMERCIAL (C)

WHEREAS, College Street Properties, LLC, has submitted a petition to rezone Tax Parcel 14095282001 from Mixed Residential (MRD) to Commercial (C); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category; and,

WHEREAS, The Commercial (C) Zoning District is not consistent with the Residential Growth category and is not appropriate; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is not consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed rezoning request would encourage development that could negatively impact properties located in close proximity; and,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT: the petition to classify Tax Parcel 14095282001 as Commercial (C) is hereby DENIED

Adopted this 12th day of September 2022.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

Susan J. Holder, Clerk to the Board

Sue Lee, Chairman

SAMPSON COUNTY PLANNING & ZONING



August 22, 2022

Robert Daniels
313 Hudson Farm Way
Dunn NC 28334

Dear Mr Robert Daniels:

According to Sampson County tax records, your property is parcel number 14095282001 located at 955 Plain View Hwy Dunn, NC 28334. A rezoning application to rezone from the Mixed Residential (MRD) Zoning District to the Commercial (C) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, September 12th, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board shall consider the application and comments at the hearing and will make a decision for approval or denial considering the following:

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Michelle Lance
Sampson County Planner



REZONING HEARING NOTICE

A rezoning application to rezone tax parcel 14095282001 from the Mixed Residential (MRD) Zoning District to the Commercial (C) Zoning District has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, September 12th, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
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Please contact me at 910-592-0146 if you have any questions or concerns.

Michelle Lance
Sampson County Planner

SAMPSON COUNTY PLANNING & ZONING



August 22, 2022

Dear Property Owner:

According to Sampson County tax records, your property is adjacent to tax parcel 14095282001 located at 955 Plain View Hwy Dunn, NC. A rezoning application to rezone from the Mixed Residential (MRD) Zoning District to the Commercial (C) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, September 12th, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
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- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

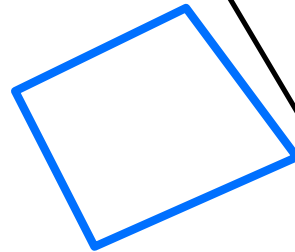
Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Michelle Lance
Sampson County Planner

CBC LN

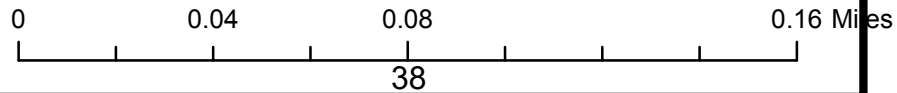
PLAIN VIEW HWY



**COLLEGE STREET PROPERTIES LLC REZONING
MIXED RESIDENTIAL TO COMMERCIAL
PIN: 14095282001**



**SUBJECT
PARCEL**



ZONING

- MIXED RESIDENTIAL
- RESIDENTIAL AGRICULTURAL

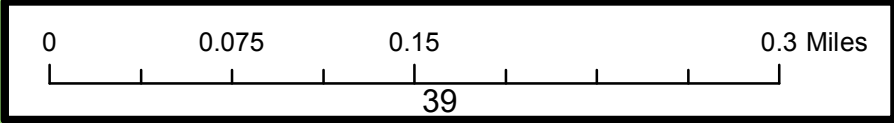
BENSON HWY

CBC LN

PLAIN VIEW HWY

**COLLEGE STREET PROPERTIES LLC REZONING
MIXED RESIDENTIAL TO COMMERCIAL
PIN: 14095282001**

**SUBJECT
PARCEL**



SAMPSON COUNTY PLANNING & ZONING

405 County Complex Rd. Bldg B

Clinton, NC 28328

910-592-0146

REZONING APPLICATION

Sampson County requires that when parcels are to be rezoned, they must be reviewed by the Planning Board and receive a recommendation of approval or denial before they are heard by the Board of Commissioners, where the final rezoning decision will be made. In instances where only a portion of a property is proposed to be rezoned, a surveyed site plan that established the new proposed zoning line is required. Complete application submittals are due by 5:30 PM on submittal day (PLEASE SEE THE ATTACHED SUBMITTAL SCHEDULE). The application fee is \$300. This application may only be withdrawn by written request from the applicant or property owner. If such request is received prior to submission of the public hearing notice to the newspaper, the filing fees may be returned. Filing fees will not be refunded after submission of public hearing notice to the newspaper. After submission of public hearing notice to the newspaper, an application may only be withdrawn by action of the Planning Board or Board of Commissioners at the public hearing.

Sampson County is required by law to provide notice of the proposed rezoning to adjacent property owners as well as the newspaper and post a sign on the parcel that is proposed to be rezoned.

DATE SUBMITTED: 7-6-2022

PLEASE BE AWARE THAT YOU ARE NOT GUARANTEED TO HAVE YOUR APPLICATION HEARD ON THE BOARD OF COMMISSIONERS DATE LISTED IN THE CORRESPONDING COLUMN WITH YOUR SUBMITAL DATE. CERTAIN CIRCUMSTANCES MAY REQUIRE THE APPLICATION TO BE HEARD AT A LATER DATE THAN LISTED.

SUBJECT PROPERTY INFORMATION

TOTAL PARCEL SIZE: 1.1336A
ADDRESS: 955 Plain View Hwy
TOWN: Dunn
PARCEL #: 14095282001
DEED BOOK & PAGE #: 1988; 32
CURRENT ZONING DISTRICT: MRD
PROPOSED ZONING DISTRICT: Commercial
LAND USE CLASSIFICATION: Commercial

APPLICANT INFORMATION

NAME: College Street Properties LLC
ADDRESS: P.O. Box 771 Benson NC 27504
PHONE: 919-820-3865
EMAIL: Weswootenspc@gmail.com

If the applicant is not the property owner, a written signed statement from the property owner must be included giving consent for the proposed Rezoning.

PROPERTY OWNER INFORMATION

NAME: Robert Daniels
ADDRESS: 955 Plainview Hwy Dunn, NC 28334
PHONE: 919-820-3865
EMAIL: Weswootenspc@gmail.com

SURVEYOR/ENGINEER INFORMATION (IF APPLICABLE)

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

QUESTIONS

The applicant must answer all questions with complete sentence responses. "Yes" or "No" answers WILL NOT BE ACCEPTED. If the questions do not have adequate explanation in complete sentences the application will be considered incomplete and returned to the applicant. The Planning Board will consider the applicants response to each question as a basis in establishing their formal recommendation to the Board of Commissioners.

1.) Will the proposal place all property similarly situated in the area in the same category, or in appropriate complementary categories?

Yes, will continue to grow the commercial area
of Summit Co & 421, of the recently rezoned
property less than 1 mile away

2.) Will all uses permitted under the proposed zoning district be in the general public interest and not solely in the interest of an individual or a small group?

Yes, The General Public would gain positive outcomes,
The future of this property would be utilized by
locals.

3.) Will all uses permitted under the new proposed zoning district be appropriate for the area included in the proposed rezoning?

Yes, Providing a much needed local Business to
Potentially Provide Office Space & New Business growth

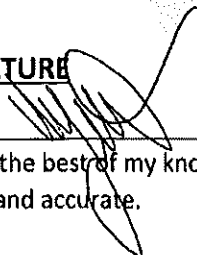
4.) Will the character of the neighborhood be materially or adversely affected by any uses included in the proposed new zoning district?

The Property would be positively upgraded to Represent
a Boutique Property & Provide local Growth for
local Individuals

5.) Will the proposed rezoning be consistent with the Sampson County Land Use Plan?

Potentially, Bringing Potential Jobs, Positively
up grading Property Currently

SIGNATURE

I,  W. W. W. W. the undersigned applicant, do hereby certify that to the best of my knowledge and belief all information supplied in and with the application is true and accurate.

APPLICANT SIGNATURE:

DATE:

7-6-2022



This document is now complete.

CLOSE

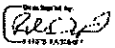
Doc. Signer Type ID 13960710-6692-4290-03A7 030119000811

OWNER CONSENT FORM

I (property owner name) Robert Dunfey
do hereby give my consent to (applicant name) ESA Dooten
to construct a (type of structure/proposed use) As Intended
upon my land located at 955 plate view highway Dunn nc 28334

APPLICANT SIGNATURE:  _____

DATE: 7/6/2022

PROPERTY OWNER SIGNATURE:  _____

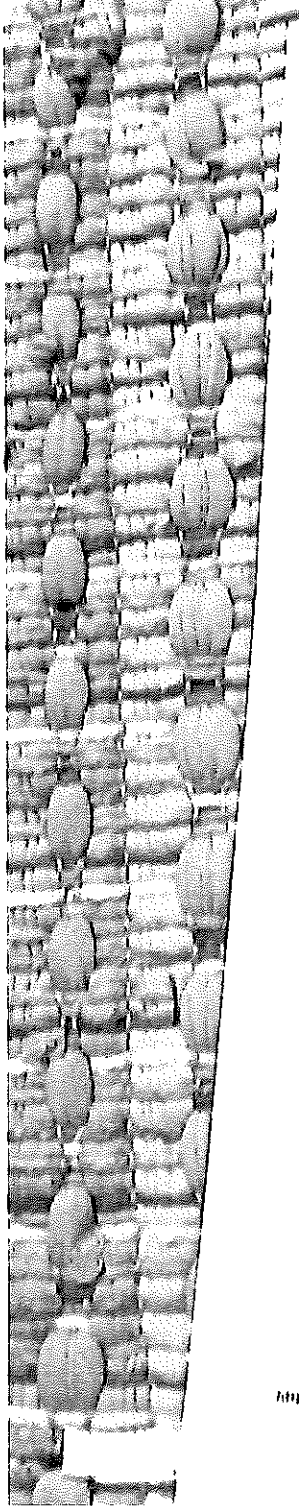
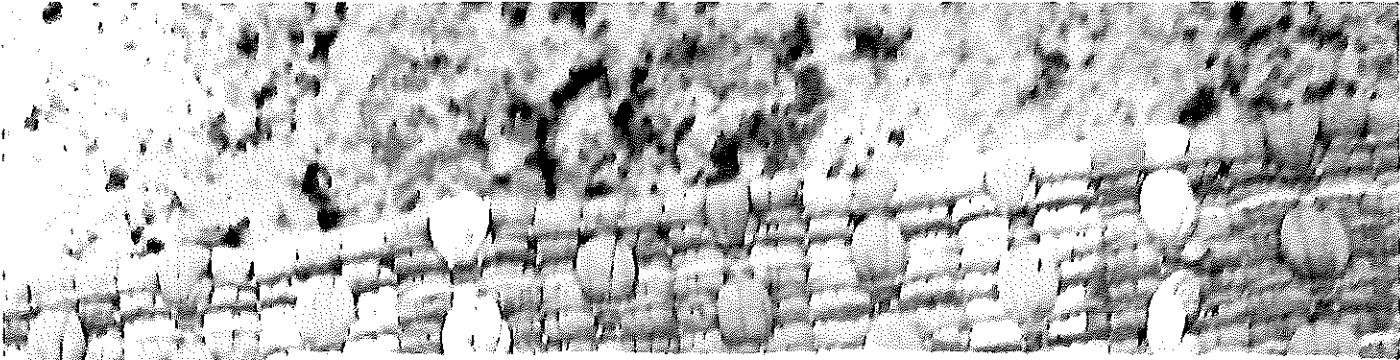
DATE: 7/6/2022

THE PROPERTY OWNER THAT SIGNS THIS FORM MUST BE THE PROPERTY OWNER OF RECORD WITH THE SAMPSON COUNTY TAX ADMINISTRATION.

OWNER CONSENT FORM.pdf

1 of 1





Search Map Details Layers Help
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RV



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Devine dalontun hyi 510 bajjona

Hyi leane dalontun hyi 510 bajjona

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: September 12, 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 Regarding Conveyance of Certain Real Property Previously Acquired for Economic Development Purposes (Roseboro - Project Steel)

DEPARTMENT: Legal/Economic Development

PUBLIC HEARING: Yes

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

PURPOSE: To conduct the required public hearing prior to consideration conveyance of real property previously acquired by the County for economic development purposes

ATTACHMENTS: Attorney Memo; Public Hearing Notice; Resolution

BACKGROUND:

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. The Chairperson should open the hearing and call upon Mr. Barrington and Mr. Starling to discuss the conveyance of a fee simple interest in a 17.21 ± acre parcel to North Carolina Welding, LLC, a North Carolina limited liability company, at a proposed price of \$375,000 and then receive any public comments offered.

RECOMMENDED ACTION OR MOTION:

Adopt the enclosed 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

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

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: August 31, 2022
RE: Sale of Roseboro Economic Development Property

Sampson County Economic Development Commission staff have reached a tentative agreement for the sale of a 17.21 acre portion of the County's Roseboro economic development property to North Carolina Welding, LLC. The proposed purchase price for the property is \$375,000.00. The company intends to create approximately six (6) full time positions at a probably hourly wage of \$16.00.

The Board is required to conduct a public hearing before approving the conveyance.

Materials:

1. Notice of Public Hearing;
2. Resolution Approving Economic Development Conveyance;
3. Agreement of Purchase & Sale.

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

A public hearing will be held by the Sampson County Board of Commissioners on September 12, 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 September 12th via email at susanh@sampsonnc.com or via US Mail to Clerk to the Board, 406 County Complex Road, 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 the proposed conveyance of certain real property previously acquired by the County for economic development purposes pursuant to N.C. Gen. Stat. § 158-7.1(b). Namely, the Board of Commissioners intends to approve the conveyance of a fee simple interest in the following 17.21 ± acre parcel to North Carolina Welding, LLC, a North Carolina limited liability company:

Being a 17.21 acre (more or less) portion of a larger 20.54 acre (more or less) parcel shown and described on the survey map entitled “Boundary Survey of Jackson Family Investments, LLC, Properties for Sampson County Economic Development Commission” prepared by JoynerKeeny Land Planning and Surveying under date of May 27, 2021 and recorded in Map Book 108 at Page 34 of the Sampson County Registry. (A portion of Sampson County Parcel No. 08-0808440-02.) An additional map depicting the property is available at the offices of the Sampson County Economic Development Commission, located at 406 County Complex Rd., Building C, Clinton, NC 28328.

The property is located west of the Town of Roseboro near the intersection of NC Hwy. 24 and Autryville Hwy. The proposed price for the real property is \$375,000.00. The Board of Commissioners will consider determining said amount to be the fair market value of the property. North Carolina Welding, LLC intends to build a facility on the property that will employ approximately six (6) full-time employees at a probable average hourly wage of \$16.00. The conveyance will be subject to a covenant requiring that the property be used as a commercial or industrial facility.

For more information on the proposed sale, 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: August 31, 2022

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

WHEREAS, N.C. Gen. Stat. § 158-7.1(d) authorizes counties to convey interests in real property held or acquired pursuant to N.C. Gen. Stat. § 158-7.1(b) by private negotiation and subject the real property so conveyed to such covenants, conditions, and restrictions as the County deems to be in the public interest or necessary to carry out the purposes of the local development authority conferred upon counties by N.C. Gen. Stat. § 158-7.1; and

WHEREAS, Sampson County previously acquired pursuant to N.C. Gen. Stat. § 158-7.1(b) a fee simple interest in a 21.54 ± acre property located west of the Town of Roseboro near the intersection of NC Highway 24 and Autryville Highway (Sampson County Parcel No. 08-0808440-02); and

WHEREAS, the Sampson County Economic Development Commission, acting on behalf of the Sampson County Board of Commissioners, has negotiated the proposed sale of the County's fee simple interest a 17.21 ± portion of the above-described property to North Carolina Welding, LLC, a North Carolina limited liability company; and

WHEREAS, the price for the sale of the county's fee simple interest in said 17.21 ± acres is \$375,000.00, which the Board of Commissioners finds pursuant to N.C. Gen. Stat. § 158-7.1(d) to be the fair market value of said property; and

WHEREAS, North Carolina Welding, LLC intends to build a facility on the property that will employ approximately six (6) full-time employees at a probable average hourly wage of \$16.00; and

WHEREAS, the conveyance of the County's fee simple interest will be subject to a covenant requiring that the property be used as a commercial or industrial facility; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to G.S. 158-7.1, the Sampson County Board of Commissioners hereby approves the conveyance described herein and in the Agreement for Purchase & Sale of Real Property included in the agenda materials of the Board of Commissioners' September 12, 2022 regular meeting, which is incorporated herein by reference.

2. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County an Agreement of Purchase & Sale substantially similar to the Agreement of Purchase & Sale of Real Estate included in the agenda materials of the Board of Commissioners' September 12, 2022 regular meeting.

3. Sue L. Lee, the Chair of the Sampson County Board of Commissioners is hereby authorized to execute a deed conveying the above-described real property to North Carolina Welding, LLC, subject to the covenants set forth herein above.

4. The Sampson County Manager and Sampson County Finance Officer are hereby authorized and directed to 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.

ADOPTED, this the 12th day of September, 2022.

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

ATTEST:

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

STATE OF NORTH CAROLINA

AGREEMENT OF PURCHASE & SALE

COUNTY OF SAMPSON

THIS AGREEMENT OF PURCHASE & SALE (“Agreement”) is made this the 12th day of September, 2022, by and between Sampson County, a body corporate and politic and a political subdivision of the State of North Carolina, (“Seller”) and North Carolina Welding, LLC, a North Carolina limited liability company (“Purchaser”).

WITNESSETH:

WHEREAS, Seller 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

WHEREAS, to accomplish these objectives, Seller has previously acquired and assembled pursuant to N.C. Gen. Stat. § 158-7.1(b) certain property and buildings suitable for industrial or commercial use, including the real property that is the subject of this Agreement; and

WHEREAS, Seller is authorized to convey said real property in accordance with the procedures set forth in N.C. Gen. Stat. § 158-7.1(d); and

WHEREAS, Purchaser desires to purchase the Property (as hereinafter described), and Seller desires to sell the Property to Purchaser, subject to the terms and conditions set forth herein; and

WHEREAS, the Sampson County Board of Commissioners, after having held the public hearing required by N.C. Gen. Stat. § 158-7.1(d), has determined that the sale of the Property described in this Agreement will increase the population, taxable property, agricultural industries, employment, industrial output, and/or business prospects of Sampson County;

NOW, THEREFORE, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser incorporate the above recitals and agree as follows:

1. Real Property. Being 17.21 acres, more or less, as more particularly described as “New Tract 2” on the survey map entitled “Subdivision Plat – Roseboro Tank for Sampson County” prepared by Dewberry Engineers, Inc. under date of August 24, 2022 and recorded in Map Book 111 at Page 47 of the Sampson County Registry (the “Property”).

2. Personal Property. No personal property is included in the purchase price.

3. Purchase Price. The purchase price is Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00) (the “Purchase Price”) and shall be paid in full at Closing.

4. Earnest Money. On or before September 20, 2022, Purchaser shall pay an earnest money deposit to a closing attorney of Purchaser's choice in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Earnest Money"). In the event of a Closing of the purchase of the Property by Purchaser, the Earnest Money shall be applied to the Purchase Price. In the event Purchaser elects to terminate this Agreement during the Feasibility Period (as hereinafter described), the Earnest Money shall be disbursed by the closing attorney as provided in Paragraph 6 below.

5. Environmental Matters. Purchaser and Seller acknowledge that ECS Southeast, LLP ("ECS") performed a Phase I Environmental Site Assessment ("ESA") of the Property and issued a Report dated June 29, 2020 (the "Phase I Report"). The Phase I Report identified two recognized environmental conditions ("RECs") and recommended that an additional assessment of the Property be performed. As a result, ECS was commissioned to perform a Phase II ESA of the Property and issued a Report of Environmental Services dated September 4, 2020 (the "Phase II Report"). The Phase II Report contained certain recommendations and was accompanied by a Proposal for Environmental Services, also dated September 4, 2020, which was revised by a subsequent Proposal for Environmental Services dated December 14, 2020 (the "Proposal"). ECS and Central Construction Group, Inc. thereafter completed the environmental services identified in the Proposal's Scope of Services. ECS issued an Initial Abatement Action Report dated June 25, 2021 and performed additional environmental services pursuant to an Additional Services Authorization Request dated July 29, 2021, which was revised by a subsequent Additional Services Authorization Request dated August 18, 2021 (the "Additional Proposal"). ECS subsequently issued a Summary Letter Report dated September 2, 2021 and an Addendum Letter dated May 17, 2022, in which ECS documented its activities and recommendations relative to the Property. Seller has furnished Purchaser with all documents in Seller's possession that pertain to possible environmental contamination on, at, or under the Property, including, but not limited to, the documents identified in this Paragraph 5. Seller makes no representations or warranties regarding the environmental condition of the Property, and, with respect to environmental matters, the Property is being sold "AS IS" and with all faults.

6. Feasibility Period. Purchaser shall have a period which (i) commences immediately after the execution of this Agreement and (ii) expires on October 15, 2022 to perform all necessary surveys, tests, and studies of the Property (the "Feasibility Period"). Purchaser shall have the right to terminate this Agreement at any time during the Feasibility Period. In the event that Purchaser terminates this Agreement during the Feasibility Period, the Earnest Money shall be returned to Purchaser. Purchaser, its employees, and agents shall be given full access to the Property during the Feasibility Period for the purposes of appraisal, inspection, surveys, tests, studies and/or evaluation. Purchaser agrees to indemnify and hold harmless Seller from any losses, costs, or damages actually incurred by Seller as a result of Purchaser's entrance on the Property to conduct said appraisals, surveys, tests, studies, and/or evaluations.

7. Conditions. The obligation of Purchaser to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions:

a. The Property must be in substantially the same or better condition at Closing as on the date of this Agreement, reasonable wear and tear excepted.

b. All deeds of trust, liens, and other charges against the Property, not assumed by Purchaser, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

c. Title must be delivered at Closing by special warranty deed and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and other customary matters of record; unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved in writing by Purchaser; provided, however, that, notwithstanding the foregoing, the special warranty deed shall contain a covenant pursuant to N.C. Gen. Stat. § 158-7.1(d) providing that the Property must be used as an industrial or commercial facility.

d. The Property must have legal access to a public right of way.

e. There shall be no suit or proceeding 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, which would, if adversely determined, impair the ability of Seller to perform all of Seller's obligations hereunder.

f. 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.

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

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, rules, regulations, restrictions, and easements (excluding environmental laws, rules, and regulations, as disclaimed in Paragraph 5 above);

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 to 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. There is no person or entity, other than the entity identified in this Agreement as “Seller,” who has any ownership or leasehold interest in the Property;

f. 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;

g. 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;

h. 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;

The foregoing representations and warranties shall be materially true and correct as of the date of Closing and shall survive the Closing. Seller will promptly notify Purchaser in writing of any facts or circumstances causing the foregoing representations and warranties to be untrue. Purchaser’s obligation to close upon the purchase is expressly conditioned upon the foregoing representations and warranties remaining materially true and correct as of the date of Closing.

9. Representations and Warranties of Purchaser. Purchaser, to the best of Purchaser’s knowledge, hereby represents and warrants that, as of the date hereof:

a. The execution and delivery of this Agreement by the undersigned Member/Manager and the consummation of the transaction contemplated hereby by Purchaser have been authorized by the Members and Managers of Purchaser and have received all other approvals required under Purchaser’s Articles of Organization, Operating Agreement, and other documents of company governance;

b. Purchaser has not received or relied on any promise or representation of Seller or any representative of Seller not expressly set forth in this Agreement;

c. There are no circumstances or conditions existing as of the date of this Agreement that would prohibit Purchaser from performing Purchaser’s financial obligations in accordance with this Agreement.

The foregoing representations and warranties shall be materially true and correct as of the date of Closing and shall survive the Closing. Purchaser will promptly notify Seller in writing of any facts or circumstances causing the foregoing representations and warranties to be untrue.

10. Prorations and Adjustments. Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) ad valorem taxes on real property, if any, shall be prorated on a calendar year basis through the date of Closing; (b) all late listing penalties, if any, shall be paid by Seller;

11. Closing Expenses. Seller shall pay for preparation of a deed and all other documents necessary to perform the Seller's obligations under this Agreement, and for excise tax (revenue stamps) required by law. Purchaser shall pay for recording the deed, any title examination of the Property, title insurance, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, including, but not limited to, any deeds of trust or promissory notes.

12. Evidence of Title. Seller agrees to use its best efforts to deliver to Purchaser as soon as reasonably possible after the execution of this Agreement copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

13. Labor and Material. Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Purchaser showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Purchaser against all loss from any cause or claim arising therefrom.

14. Closing. "Closing" shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before October 31, 2022 at a place agreed upon by the parties. The deed is to be made to North Carolina Welding, LLC, a North Carolina limited liability company.

15. Possession. Unless otherwise provided herein, possession shall be delivered at Closing.

16. 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 or Seller's agent, and all deposits shall be returned to Purchaser.

17. 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 reasonably determines 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 deposits 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.

18. Notices. Any notice required or permitted by this Agreement may be given by certified mail, return receipt requested, or by nationally recognized overnight courier service, delivery fees for next business day delivery prepaid, as follows:

Seller: Sampson County
Attn: County Manager
406 County Complex Rd., Bldg. C
Clinton, NC 28328

Purchaser: North Carolina Welding, LLC
Attn: Member/Manager
721 Horseman Dr.
Port Orange, FL 32127

19. Representation as to Brokerage Commissions. The parties represent to each other that the sale contemplated by this Agreement was not brought about by any broker. Seller agrees that should any claim be made for brokerage commissions by, through, or on account of any acts of Seller or its representatives, agents, or employees, Seller will hold Purchaser free and harmless from any and all liabilities and expenses in connection with such claim or claims, including, without limitation, reasonable attorney's fees. Purchaser agrees that should any claim be made for brokerage commissions through or on account of any acts of Purchaser, its representatives, agents, and employees, Purchaser will hold Seller free and harmless from any and all liabilities and expenses in connection with such claims, including, without limitation, reasonable attorney's fees.

20. Assignments. This Agreement may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

21. Parties. This Agreement shall be binding upon and shall inure to the benefit of the parties, i.e., Purchaser and Seller and their heirs, successors, and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

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

23. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

24. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no representation, inducements, or other provisions other than those expressed herein. All changes, additions, deletions hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this Agreement for Purchase & Sale as of the day and year first written above.

SELLER:

SAMPSON COUNTY

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

ATTEST:

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

PURCHASER:

NORTH CAROLINA WELDING, LLC

By: _____
Print: _____
Member/Manager

From: [Alice Butler](#)
To: [Susan Holder](#)
Cc: [Stephen Barrington](#)
Subject: Letter of support for Project Steel
Date: Wednesday, August 31, 2022 4:38:41 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear County Commissioners,

I want you to know that I support the selling of the property (formerly known as Plastic Tubing) near Roseboro to Project Steel. The owners/workers of the company have put their roots in our town. They have purchased at least two homes in Roseboro and remodeled one of them. They also were a sponsor of BloomFest and helped fix some of our park equipment before the event. They enjoy our restaurants and small-town living. We are fortunate to have them in our town and glad they want to purchase the property for their business.

Sincerely,

Alice Butler

Roseboro Mayor

roseboronc.com

<http://www.facebook.com/roseboronc>

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: September 12, 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 Regarding Amendments to the Economic Development Budget for FY 22-23

DEPARTMENT: Economic Development/Finance

PUBLIC HEARING: Yes

CONTACT PERSON(S): Stephen Barrington, Economic Development Director

PURPOSE: To hold a public hearing regarding amendments to the economic development budget

ATTACHMENTS: Public Hearing Advertisement; Memo; Budget Amendment

BACKGROUND:

The Chairperson should open this hearing and call upon Mr. Barrington to discuss 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.

RECOMMENDED ACTION OR MOTION:

Approve the amendments to the Economic Development budget as requested (by approval of the enclosed budget amendment)

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

MEMORANDUM

TO: Sampson County Board of Commissioners
FROM: Sampson County Economic Development Commission
DATE: August 15, 2022
RE: Amended Economic Development Appropriations – FY 2022-2023 Budget

Sampson County Economic Development Commission (EDC) is requesting the following funds be moved from FY 2021-2022 to FY 2022-2023:

\$174,423	NC Commerce Building Reuse Grant funds to be brought over from FY 2021-2022 – The Building Reuse grant was received to support Garland Apparel Group’s renovation of their facility in Garland, NC
\$815,989	NC Commerce Industrial Development Fund (IDF) Grant to be brought over from FY 2021-2022 – This grant supports new road construction and water and sewer extension within Sampson Southeast Business Center, Clinton’s industrial park
\$48,650	Land Purchase Due Diligence and Closing Costs to be brought over from FY 2021-2022

Thank you for your consideration.

Respectfully submitted.

NOTICE OF PUBLIC HEARING
AMENDED ECONOMIC DEVELOPMENT APPROPRIATIONS
FY 2022-2023 BUDGET

The Sampson County Board of Commissioners will hold a public hearing for the purpose of receiving public comments on recommended amendments to the allocation of funds within the FY 2022-2023 budget specific to economic development at 6:00 pm, or as soon as possible thereafter, on Monday, September 12, 2022 in the County Auditorium, located at 435 Rowan Road, Clinton NC.

Revised funding allocations for expenditures related to the recruitment and retention of industry included in the FY 2022-2023 budget can be generally categorized as follows:

- | | |
|-----------|--|
| \$174,423 | NC Commerce Building Reuse Grant funds to be brought over from FY 2021-2022 – The Building Reuse grant was received to support Garland Apparel Group’s renovation of their facility in Garland, NC |
| \$815,989 | NC Commerce Industrial Development Fund (IDF) Grant to be brought over from FY 2021-2022 – This grant supports new road construction and water and sewer extension within Sampson Southeast Business Center, Clinton’s industrial park |
| \$48,650 | Land Purchase Due Diligence and Closing Costs to be brought over from FY 2021-2022 |

The Board will also accept comments on the hearing in written form by one of the following means:

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

Written comments must include the commenter’s names and address and must be received no later than 5:00 p~~61~~ on September 12, 2022 in order to be considered.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-529902	Building reuse grant	174,423.00	
11449200-558100	Construction costs	815,989.00	
11449200-557000	Capital outlay land	48,650.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920-403602	Building reuse grant	174,423.00	
11034920-403614	Grant NC Dept of Commerce	815,989.00	
11039999-409800	Fund balance approp encumbrances	48,650.00	

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

To bring forward grant previously awarded to County for Garland Apparel building reuse and bring forward grant funds for the construction of infrastructure project at the SE Business Center. Bring forward funds for due diligence costs that were ordered in prior year but not completed.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/20/2022

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Sam W. C.

(County Manager & Budget Officer)

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: September 12, 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: Airport - Update on Clinton-Sampson Airport Hanger Lease (was continued at August meeting)

DEPARTMENT: Airport/Legal

PUBLIC HEARING: No

CONTACT PERSON(S): Joel Starling, County Attorney

PURPOSE: To provide an update on the status of negotiations

ATTACHMENTS: None

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 twenty (20) years, and the tenant would have the option to renew for an additional ten (10) year renewal term.

Because the negotiations are still underway, we have published a new notice of public hearing to consider the matter at the Board's October 3, 2022 meeting.

RECOMMENDED ACTION OR MOTION:

Continue the matter until the October 3, 2022 meeting

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: September 12, 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: Cooperative Extension – Adoption of Revised Voluntary Agricultural District Ordinance, Appointment of VAD Committee and Acceptance of Grant Funding for VAD Program

DEPARTMENT: Cooperative Extension

PUBLIC HEARING: No

CONTACT PERSON(S): Eileen Coite, Agricultural Extension Agent

PURPOSE: To consider actions regarding the Voluntary Agriculture District Program

ATTACHMENTS: Revised VAD Ordinance, Memo, NC Dept of Agriculture Grant Agreement

BACKGROUND:

There are three related items for consideration for Cooperative Extension:

1. Adoption of Revised Voluntary Agriculture District Ordinance
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 will review the proposed changes for your adoption.
2. Appointment of VAD Committee
Along with the revised ordinance and as part of the 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)

- Continued Next Page

3. Acceptance of Grant Funding for VAD Program

Cooperative Extension has secured funds through an Agriculture 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.

RECOMMENDED ACTION OR MOTION:

1. Adopt Voluntary Agricultural District Ordinance as revised
2. Appoint VAD Committee as recommended
3. Accept Farmland Preservation Trust Fund Grant funds and authorize execution of grant contract documents

August 30, 2022

Sampson County Board of Commissioners:

With Sampson County being the second largest county in North Carolina, with over 600,000 acres of land and 50% of that in farm or forest land, and agriculture as our leading industry, farmland preservation is certainly essential. Even as a significantly rural county, Sampson is seeing increased development in many areas, and enhanced awareness will benefit agricultural preservation for years to come. NC Cooperative Extension is committed to educate policy makers, landowners, farmers, and residents of the county about land management and farmland preservation. We encourage landowners to enroll in the Voluntary Agricultural District program and promote the program's benefits to the community. Our staff maintains Sampson County VAD records and program supplies, and coordinates advisory board activities.

Provided for your review and approval is a revised ordinance to the existing Voluntary Agricultural District Program of Sampson County. This program, established to support farmland preservation across the county was established in 2001, and has grown to include over 15,000 acres of the county.

Suggested revisions to the ordinance are the following:

- Increase advisory board members from 5 to 7 landowners actively engaged in agriculture
- Designate ex-officio board members (ie: Extension, Soil & Water)
- Phase into 4 year terms for board members
- Meet minimum of annually instead of quarterly
- Minimum enrollment acreage change from 25 to: 5 horticulture, 10 cropland, 20 forestry
- Board meeting within 90 days of completed applications for review
- Maps updated annually at county agencies; immediate within county GIS system

Along with the revised ordinance and as part of organizational restructuring efforts for the program, the following seven voting board member recommendations are being made:

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:

Cooperative Extension: Eileen Coite

Register of Deeds: Anita Lane

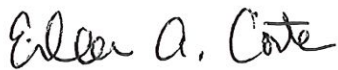
Soil & Water Conservation District: Melanie Harris

Sampson County Tax Administration: Jim Johnson

Additionally, our office has secured funds through an Agriculture Development and Farmland Preservation Trust Fund Grant with the NC Department of Agriculture to support our program. These funds will be used in the coming months to replace existing VAD member farm signs, provide new member signs, and promotional signs. As soon as the grant contract is received it will be provided for review and administration signatures.

Thank you for your support in adoption of the updated ordinance and board member recommendations as we continue to enhance and improve farmland preservation and awareness across Sampson County.

Sincerely,

A handwritten signature in black ink that reads "Eileen A. Coite". The signature is written in a cursive style with a large initial "E".

Eileen A. Coite
Extension Agent
Agriculture & Community Development

**SAMPSON COUNTY
VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE**

WHEREAS, the Sampson County Board of Commissioners previously adopted on or about August 20, 2001 a Voluntary Agricultural District Ordinance pursuant to the authority conferred upon Sampson County by the Agricultural Development and Farmland Preservation Enabling Act, codified in Article 61 of Chapter 106 of the General Statutes of North Carolina; and

WHEREAS, pursuant to the authority conferred upon Sampson County by N.C. Gen. Stat. §§ 153A-330 and 106-737, et seq. and in order to promote the health, safety, morals, and general welfare of the citizens of Sampson County, the Sampson County Board of Commissioners determines that it is necessary to amend said Ordinance by replacing it in its entirety as follows:

**ARTICLE I
TITLE**

An Ordinance of the Board of County Commissioners of SAMPSON COUNTY, NORTH CAROLINA, entitled, "VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE."

**ARTICLE II
AUTHORITY**

This Ordinance is adopted pursuant to the authority conferred by Article 61, Part 2 of Chapter 106 of the North Carolina General Statutes.

**ARTICLE III
PURPOSE**

The purpose of this Ordinance is to increase identity and pride in the agricultural community and its way of life and to decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors, and other negative impacts on properly managed farms.

**ARTICLE IV
DEFINITIONS**

The following are defined for purposes of this Ordinance:

Agricultural Advisory Board: Sampson County Agricultural Advisory Board.

Board of Commissioners: Sampson County Board of Commissioners.

Chairperson: Chairperson of the Sampson County Agricultural Advisory Board.

District: Voluntary Agricultural District as established by this Ordinance.

Conservation Agreement A conservation agreement, as defined in N.C. Gen. Stat. § 106-737, between Sampson County and a landowner that prohibits nonfarm use or development of the land for a period of at least ten (10) years, except for the creation of not more than three (3) lots that meet applicable Sampson County zoning and subdivision regulations. A landowner may revoke a Conservation Agreement by providing written notice in the manner prescribed by N.C. Gen. Stat. § 106-737.1.

ARTICLE V AGRICULTURAL ADVISORY BOARD

A. Creation

The Board of Commissioners has and does hereby establish pursuant to N.C. Gen. Stat. § 106-739 the Agricultural Advisory Board.

B. Membership

1. The Agricultural Advisory Board shall consist of 7 voting members appointed by the Board of Commissioners to represent, to the broadest extent possible, the geographical regions of Sampson County and, to the extent possible, all segments of agricultural production existing within Sampson County.

2. Each Agricultural Advisory Board member, except those serving in an ex officio capacity, shall be a Sampson County resident.

3. At least 7 (majority) of the members shall be actively engaged in agriculture as defined in N.C. Gen. Stat. § 106-581.1. This determination shall be made without reference to ex officio members.

4. Additional members may be appointed to the Agricultural Advisory Board in an ex officio capacity from the Soil and Water Conservation District Board of Supervisors, the County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an ex officio capacity shall neither vote nor count toward quorum requirements.

D. Tenure

The Agricultural Advisory Board is hereby reconstituted to consist of 2 voting members for terms of two (2) years; 2 voting members for terms of three (3) years; and 3 voting members for terms of four (4) years. Thereafter, all appointments are to be for terms of four (4) years.

E. Vacancies

Any vacancy of a member appointed by the Board of Commissioners to the Agricultural Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term.

F. Removal

Any member of the Agricultural Advisory Board may be removed by the Board of Commissioners upon a majority vote of the Commissioners. No cause for removal shall be required.

G. Agricultural Advisory Board Procedure *(may be in the ordinance or Advisory Board may adopt by-laws to govern procedures)*

1. Chair and Vice Chair: The Agricultural Advisory Board shall elect from among the Agricultural Advisory Board's voting members a chairperson and vice-chairperson each year at the Agricultural Advisory Board's first meeting of the fiscal year. The chairperson shall preside over all regular or special meetings of the Agricultural Advisory Board. In the absence or disability of the chairperson the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.
2. Determination of Procedure: The Agricultural Advisory Board may adopt rules of procedure consistent with this Ordinance or other provisions of State law.
3. Advisory Board Year: The Agricultural Advisory Board shall use the Sampson County fiscal year, July 1 - June 30, as its meeting year.
4. Meetings: Meetings of the Agricultural Advisory Board shall be held at the call of the chairperson and at such other times as the Agricultural Advisory Board may specify in its rules of procedure or upon the request of at least a majority of the Agricultural Advisory Board's voting membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing unless otherwise agreed to by all Agricultural Advisory Board members. Meeting dates and times shall be posted as far in advance as possible by all means of public dissemination required by N.C. Gen. Stat. § 143-318.12 All meetings shall be open to the public and follow the Open Meetings Laws.
5. Meeting Location: Meetings shall be held at the Sampson County Cooperative Extension Center. If this facility is unavailable or if the business of the Advisory Board makes it necessary or more convenient to meet at a different location, the chairperson shall determine this location and provide timely notification to all board members and to the public.
6. Majority Vote and Quorum Requirements: All issues shall be decided by a Majority vote of the members of the Agricultural Advisory Board present, except as otherwise stated herein. A quorum is defined as a majority of the voting members. No

business may be conducted by the Agricultural Advisory Board without a quorum present.

7. Records: The Agricultural Advisory Board shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Agricultural Advisory Board, or its designee, and shall be a public record.
8. Administration: Pursuant to N.C. Gen. Stat. § 106-739(c), the Sampson County Cooperative Extension office (or Soil and Water Conservation District office) will serve the Agricultural Advisory Board for record keeping, correspondence, and whatever services the Agricultural Advisory Board needs in order to complete its duties.

H. Duties

The Agricultural Advisory Board shall:

- Pursuant to N.C. Gen. Stat. § 106-739(a)(1), the Board of Commissioners hereby delegates the authority to make decisions regarding the establishment and modification of voluntary agricultural districts to the Agricultural Advisory Board, subject to the right of an owner of land that has been denied enrollment in a voluntary agricultural district or has been removed from a voluntary agricultural district to appeal the Agricultural Advisory Board's decision to the Board of Commissioners.
- Review and make recommendations concerning proposed amendments to this Ordinance.
- Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities within the county that may affect Agricultural Districts.
- Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners.
- Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.
- Consider development of a draft countywide farmland protection plan as defined in N.C. Gen. Stat. § 106-744(e) for presentation to the Board of Commissioners.

ARTICLE VI CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

A. Implementation

In order to implement the purposes stated in Article III, Sampson County has previously created a Voluntary Agricultural District Program and previously created certain Districts. All Districts created pursuant to this Ordinance, including those Districts created in the future, shall meet the following standards:

- When initially established, the District shall contain a minimum of the following contiguous acres of qualified farmland, OR, two or more qualified farms that, together, contain same minimum and are located within a mile of each other: 5 acres of horticulture, 10 acres cropland, or 20 acres forestry.
- Landowners requesting inclusion in a District shall execute a Conservation Agreement with Sampson County. Said agreement shall be in a form which is reviewed and approved by the Agricultural Advisory Board.

B. Education

The County may take such action as it deems appropriate through the Agricultural Advisory Board or other entities or individuals to encourage the formation of the Districts and to further their purposes and objectives including the implementation of a public information program to reasonably inform landowners of the agricultural district program.

**ARTICLE VII
CERTIFICATION AND QUALIFICATION OF FARMLAND**

A. Requirements

In order for land to qualify for inclusion in a District, it must be real property that meets the following requirements:

1. Is used for bona fide farm purposes, as that term is defined in G.S. 106-743.4(a) and G.S. 160D-903.
2. Be managed in accordance with Soil Conservation Service defined erosion control practices that are addressed to highly erodible land.
3. The property is the subject of a Conservation Agreement **as defined by G.S. § 121-35**. The form of the Conservation Agreement shall be approved by the Agricultural Advisory Board.

**ARTICLE VIII
APPLICATION, APPROVAL, AND APPEAL PROCEDURE**

A. Application Procedure

A landowner may apply to participate in the Voluntary Agricultural District Program by submitting an application to the Sampson County Cooperative Extension office or Soil and Water Conservation District office. The application shall be on forms provided by the Sampson County Cooperative Extension office and approved by the Agricultural Advisory Board.

B. Approval Process

Upon receipt of an application, the Sampson County Cooperative Extension Director (or Soil and Water Conservation District Director) or designee will forward copies to the members of the Agricultural Advisory Board for evaluation.

The Agricultural Advisory Board shall meet within ninety (90) days of receipt of a completed application to determine if the application meets the minimum requirements established by this ordinance and state law. The chairperson shall notify the applicant by first class mail of approval or disapproval within fifteen (15) days.

C. Appeal

If the Agricultural Advisory Board determines an application does not meet the requirements of this ordinance, the applicant shall have thirty (30) days to appeal the decision to the Board of Commissioners. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final.

**ARTICLE IX
NOTIFICATION**

A. Public Awareness

Upon approval of a District, the County Extension Director (or designee) shall provide notification of said District to the following:

- Notification shall be mailed to the property owner / applicant by first class mail.
- The Sampson County Tax Department/GIS Mapping shall maintain maps of approved Districts within the Sampson County Geographic Information Mapping System Database as well as an overlay for all tracts located within one-half (1/2) mile of the property line of any tract of land enrolled in a voluntary agricultural district.
- The mapping information shall provide notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one half mile of an agricultural district. This mapping information may be viewed by accessing the Sampson County GIS website.
- Notice of these methods of District notification and identification shall be included in all Sampson County Voluntary Agricultural District Program information brochures made available to the public by Sampson County Cooperative Extension, Sampson County Planning and Zoning Department, Register of Deeds, and Tax Administration.

B. Signage

Sampson County may place signs identifying approved Agricultural Districts along major roads that pass through or next to those districts. Members of the Agricultural Districts have the privilege of posting signs on their individual farms denoting their Agricultural District membership. Signs must be placed on the landowner's property outside of any right-of-ways or

easements and shall conform to Chapter 11, Sign Regulations, of the Sampson County Zoning Ordinance.

C. Maps

Maps identifying approved agricultural districts shall be updated at least once each year and shall be prominently displayed at the following agencies or offices:

- Sampson County Cooperative Extension
- Sampson County Soil and Water Conservation District office
- Sampson County Planning and Zoning Department
- Clinton Planning and Zoning Department
- Sampson County Register of Deeds
- Any other such agency or office the Advisory Board deems appropriate

D. Exclusion of Liability

1. In no event shall the County or any of its officers, employees, members of the Agricultural Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this ordinance.
2. In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or District as defined in this Ordinance.

**ARTICLE X
REVOCATION AND ENFORCEMENT, TRANSFER OF LAND, AND RENEWAL OF
CONSERVATION AGREEMENTS**

A. Revocation and Enforcement

By providing written notice to the Agricultural Advisory Board, a landowner of qualifying farmland may revoke his/her participation in the Voluntary Agricultural District Program formulated pursuant to Article VIII of this ordinance, or the Advisory Board may revoke the same participation based on noncompliance by the landowner. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. The county will remove the tract from the public record of the program within a reasonable time frame.

B. Transfer of Land

Transfers of land in a District due to death of the landowner, sale, or gift shall not revoke the Conservation Agreement unless the land no longer meets the requirements contained in Article VII. Enforcement of the terms of a Conservation Agreement for land enrolled in a District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom.

C. Renewal of Conservation Agreements

Conservation Agreements shall automatically renew for subsequent ten (10) year terms unless either the landowner or the county provides written notice of termination prior to the expiration of the Conservation Agreement.

D. Term

The duration of a Conservation Agreement shall be for ten (10) years.

**ARTICLE XI
COUNTY LAND-USE PLANNING**

A. Duty of the Advisory Board

It shall be the duty of the Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners has delegated the authority to oversee county land-use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the county's land-use planning activities and the county's land-use plan if one currently exists at the time this is enacted or when one is formed.

B. Posting of Notice

The following notice of a size and form suitable for posting shall be posted in the Cooperative Extension office (or Soil and Water Conservation District office) and any other office or agency the Advisory Board deems necessary:

Sampson County has established Agricultural Districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the county to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, prescribed burning, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be viewed from Sampson County Cooperative Extension, Sampson County Planning and Zoning Department, Sampson County Tax Department/GIS Mapping, and Sampson County Register of Deeds.

**ARTICLE XII
CONSULTATION AUTHORITY**

The Agricultural Advisory Board may consult with North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Agricultural Advisory Board deems necessary to properly conduct its business.

**ARTICLE XIII
NORTH CAROLINA AGENCY NOTIFICATION**

At least annually, Sampson County Cooperative Extension shall submit a written report to the Office of the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

- Number of landowners enrolled
- Number of farms enrolled
- Number of acres enrolled
- Number of acres certified during the reporting period
- Number of acres denied during the reporting period
- Number of acres for which applications are pending
- Copies of any amendments to this Ordinance
- Activities of the Farmland Preservation Program
- Any other information the Advisory Board deems useful
- A copy of this report shall also be provided to the Board of Commissioners, Sampson County Soil and Water Conservation District, Sampson County Tax Department/GIS Mapping, Sampson County Planning and Zoning Department and Sampson County Forest Service.

**ARTICLE XIV
LEGAL PROVISIONS**

A. Severability

If any article, section, subsection, clause, phrase, or portion of this is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

B. Conflict with other ordinances and statutes

Whenever the provisions of any federal or state statute or regulation require more restrictive provisions than are required by this Ordinance, the provisions of such statute or regulation shall govern.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

D. Notice

A copy of this ordinance, as amended, shall be recorded with the Office of the North Carolina Commissioner of Agriculture, as required by N.C. Gen. Stat. § 106-743.

**ARTICLE XV
ENACTMENT**

This Ordinance was adopted by the Board of Commissioners on or about August 20, 2001 and is hereby amended in its entirety this the 12th day of September, 2022.

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

ATTEST:

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



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funded)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: _____

PROJECT TITLE/NAME: _____

CONTRACT #: _____

<i>GO Entities Only Check One Box</i>			<i>Document Title</i>	<i>Department Use – Documents Attached or On File</i>		<i>Grants and Contracts- Documents Attached or On File</i>	
Yes	No			Yes	No	Yes	No
			Contractual "Check Off List for Grantee				
			Contract Cover (To be signed, dated & witnessed)				
			Attachment A – General Terms and Conditions – Government/University				
			Attachment B – Scope of Work (includes Timeline and Line Item Budget)				
			Attachment C – Certifications and Assurances Section				
			Attachment D – NC OpenBook Supplemental Information				
			Attachment E – Signature Card				
			Attachment F – W-9 Tax Information				
			Attachment G – Vendor Electronic Payment Form				
			Attachment H – FFATA Data Reporting Requirements (if applicable)				
			Attachment I – Federal Regulations (if applicable)				

Rev. 6/17, 4/22

Attachments A, C-G have all been signed prior to contract signing and are saved in ADFP's files.

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only
CENTER: 6208 1014 2022
ACCOUNT: 536406
AMOUNT: \$13,505.00
TIME PERIOD: October 1, 2022 – September 30, 2024
PO: 10ADFPPT22
Line 35

**North Carolina Department of Agriculture and Consumer Services
Farmland Preservation Division**

Agricultural Development and Farmland Preservation Trust Fund – Government

**CONTRACT # 22-087-4012
ADFP Tracking # ADM-ADFP-22-027**

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division**, (the "Agency") and Sampson County Cooperative Extension ("Grantee") and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000338 and is physically located in Sampson County and is further located at 55 Agriculture Place, Clinton, NC 28328.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Sampson VAD Improvement Project**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. Scope of Work, including Timeline, Line-Item Budget and Budget Narrative (Attachment B)

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

I. 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.

II. Effective Period:

This Contract shall be effective on **October 1, 2022** and shall terminate on **September 30, 2024** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. Per the *Agricultural Development Project and Agricultural Plan Contract Grantee Duties and Reporting Requirements* in Attachment B, a request for an amendment must be submitted to the Farmland Preservation Director 60 days before the end of the contract.

III. Grantee's Duties:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$13,505.00.

This amount consists of \$13,505.00 in State funds.

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$
	Other/Specify:	\$

c. The Grantee's matching requirement is _____, which consists of:

	In Kind	\$
	Cash	\$
	Other/Specify:	\$

d. The Grantee has committed to an additional \$ _____ to complete the project as described in Attachment B.

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

The total Contract amount with matching funds is \$ 13,505.00.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

(1) Agency:

The grantee shall provide the Agency with progress reports, both financial and programmatic. The following is based upon the Agency contract with the grantee being two years in time.

For grant awards of less than \$250,000, reports are due semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – March 31	April 10
Year 1	April 1 – September 30	October 10
Year 2	October 1 – March 31	April 10
Year 2	April 1 – September 30	October 10

For grant awards of \$250,000 or more, reports are due quarterly. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – December 31	January 10
Year 1	January 1 – March 31	April 10
Year 1	April 1 – June 30	July 10
Year 1	July 1 – September 30	October 10
Year 2	October 1 – December 31	January 10
Year 2	January 1 – March 31	April 10
Year 2	April 1 – June 30	July 10
Year 2	July 1 – September 30	October 10

IX. Payment Provisions:

The grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. Upon approval by the Agency, payment shall be made within 30 days. Ten percent (10%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency “Request for Reimbursement” form. Eligible uses of income earned are:

- a) Expanding the project or program.
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a “Request for Reimbursement” form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee’s responsible financial person, cancelled checks and lease agreements. See the *Agricultural Development Project and Agricultural Plan Contract Grantee Duties and Reporting Requirements* document under Attachment B for more details on payment provisions.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the “State Budget Manual” <https://www.osbm.nc.gov/budget/budget-manual>

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency’s Audit Services Division, to any member of the Agency’s management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: <https://www.ncagr.gov/internalaudit/ReportForm.htm>

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency’s policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. 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 Administrator 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 Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Veronica Jamison, Office Manager 1001 Mail Service Center, Raleigh, NC 27699-1001 Telephone: 919-707-3071 Email: veronica.jamison@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Veronica Jamison, Office Manager 2 W Edenton Street, Raleigh, NC 27601

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Eileen Coite, Agricultural Extension Agent Sampson County Cooperative Extension 55 Agriculture Place Clinton, NC 28328 Telephone: Email: eileen_coite@ncsu.edu	Brad Hardison, County Extension Director Sampson County Cooperative Extension 55 Agriculture Place Clinton, NC 28328 Telephone: 910-592-7161 Email: brad_hardison@ncsu.edu

XII. Supplementation of Expenditure of Public Funds:

The Grantee 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 Grantee otherwise expends for activities involved with specialty 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 Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

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

- a. Will implement or already have implemented adequate internal controls over disbursements.
- b. Pre-audit all invoices presented for payment to determine:
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement
- b. Assure adequate control of signature stamps/plates.
- c. Assure adequate control of negotiable instruments; and
- d. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XI. Outsourcing:

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

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency. **OR** the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: Sampson County Cooperative Extension

Signature of Authorized Representative

Date

Printed Name

Title

Witness:

Signature

Date

Printed Name

Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative

Date

N. David Smith, Chief Deputy Commissioner

Contents of Attachment B:

Scope of Work for Project

Agricultural Development Project and Agricultural Plan Contract Grantee Duties and Reporting Requirements

Line Item Budget with Narrative and Project Timeline

ADFP Trust Fund Monitoring Policy and Guidelines

Owner/Maintenance Agreement (equipment purchases only, if applicable)

Subcontracting form (if applicable)

Additional Information

Scope of Work

This contract is for VAD Improvement Project. This project is intended to achieve one layer of improvement to the existing VAD program across Sampson County, specifically through roadside signage to create a stronger awareness and image. The initiative is intended to create a renewed interest in the program by the farming community, while enhancing the public perception and appreciation, and economic importance of agriculture to all residents of Sampson County. ADFP Trust Fund funds are specifically for the items detailed in the attached budget.



N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Agricultural Development Project and Agricultural Plan
Contract Grantee Duties and Reporting Requirements



1. The Grantee shall provide the Agency with progress reports, both financial and programmatic. Failure to follow the reporting timeline is a breach of the contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. The following is based upon the Agency contract with the Grantee being two years in time.

For grant awards of less than \$250,000, reports are due semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – March 31	April 10
Year 1	April 1 – September 30	October 10
Year 2	October 1 – March 31	April 10
Year 2	April 1 – September 30	October 10

For grant awards of \$250,000 or more, reports are due quarterly. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – December 31	January 10
Year 1	January 1 – March 31	April 10
Year 1	April 1 – June 30	July 10
Year 1	July 1 – September 30	October 10
Year 2	October 1 – December 31	January 10
Year 2	January 1 – March 31	April 10
Year 2	April 1 – June 30	July 10
Year 2	July 1 – September 30	October 10

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that the individual employee has signed and approved by the appropriate supervisor, travel logs and invoices for the in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

This grant contract is for the below-marked amount:

- Less than \$250,000
- \$250,000 or more

2. The Grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the Grantee on the following guidance:

- a. For an initial request for payment, the Grantee may not request more than \$25,000 if the grant award is \$27,778 or greater and up to 90% of the grant if the grant award is less than \$27,778.
 - b. All payment requests must have documented purpose of use of grant funds and be within the approved amounts designated in the contract grant budget.
 - c. At no time shall the total payment of grant funding exceed the grant contract value.
 - d. All grantee payments must have receipts of expenditures to verify the use of funding per the contracted purposes.
3. The project's scope is detailed in Attachment B. Reimbursements are limited to expenditures within the project's scope and those that meet the project's objectives, aims, or purposes. The Agency shall not reimburse expenditures outside the project's scope or that do not meet the objectives, aims, or purposes of the project. Failure to complete deliverables within the project's scope will require the Grantee to repay any grant funding to the NCDA&CS ADFPTF.
4. There shall be no changes to the scope of the project upon execution of the contract. If there is a request or need to change the project's scope, the Grantee shall submit a written request to the Farmland Preservation Director detailing the changes to the project's scope. If approved, the grant contract must be amended to change the project's scope in Attachment B.
5. Reimbursements are limited to expenditures to the line items in the budget in Attachment B. The Grantee may submit a Budget Revision Request to move funds within existing line items. Funds, up to 10%, can be moved within the approved line items with prior approval of the Budget Officer. Any amount above 10% of revised budget line expenditure will require prior approval of the Budget Officer and Farmland Preservation Director. All Budget Revision Requests must include proper justification and documentation.
6. The Grantee shall also submit a final grant report. The final report must include all outputs of the project work that demonstrate that the Grantee met the project's objectives, aims, or purposes. Included in the final report, the Grantee shall provide an accounting of the final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). Grant contract budgeting and payments shall hold back 10% of all line items until the Agency receives all required reports and documentation. The final report and all invoices are due by the 10th of the month following the contract's ending date or within 20 working days (28 calendar days) following the completion of the project. If the Grantee fails to provide the final report and required supporting documentation within the designated documentation period, the Grantee shall not receive the reimbursement and shall be considered ineligible for the 10% hold back funds.
7. There are specific final report requirements for certain types of agricultural development projects and agricultural plans. In addition to all other programmatic reports, documents, and

requirements, the Grantee shall provide the specific documents below to be eligible for the 10% hold back. The following checked items apply for this grant contract:

- For Voluntary Agricultural Districts, the Grantee shall provide the enacted local ordinance that enacts the Voluntary Agricultural Districts program.
 - For Enhanced Voluntary Agricultural Districts, the Grantee shall provide the enacted local ordinance that enacts the Enhanced Voluntary Agricultural Districts program.
 - For Farmland Protection Plans, the Grantee shall provide the Farmland Protection Plan document approved by the Agency and endorsed by the County Board of Commissioners.
 - For Cost of Community Services Studies, the Grantee shall provide a report detailing the fiscal contribution of existing local land uses, including costs versus revenues for each type of land use, and an evaluation of working and open lands with residential, commercial, and industrial land uses.
 - For marketing plans, market studies, and feasibility studies, the Grantee shall provide a report with the marketing plan with economic impact report, or market, supply, demand, financial, environmental impact, and other analyses, including an overall recommendation for future action.
 - For pilot programs, the Grantee shall provide a report with program activities, cost-benefit analysis, return on investment, or other applicable information, including an overall recommendation for future action.
 - For training, demonstrations, certification, professional education, and vocational-agricultural education programs, the Grantee shall provide a report with program activities, number of participants, participant demographic information, geographic regions served, and other applicable information, including an overall recommendation for future action.
 - For shared-use equipment and low-cost equipment rentals, the Grantee shall provide a report with equipment model numbers, serial numbers, storage locations, rental agreements, maintenance schedules, and other applicable information. The Grantee must complete the Owner/Maintenance Agreement in this attachment.
 - For construction and site development projects, the Grantee shall provide conceptual drawings, blueprints, project reports, and other applicable information.
8. Unless otherwise noted in the attached project timeline, the Grantee must request in writing a revised timeline if the grant project objectives are not completed within the first year of the contract. The Grantee must submit a request for continuation of the project in writing to the Farmland Preservation Director 60 days before the end of the first year of the contract (Day 305). This request must provide proper documentation for the hardships that delayed

completing the grant project and a revised timeline to complete the project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:

- a. Death of a landowner;
- b. Severe illness or incapacitation of a landowner;
- c. The Grantee has applied for federal funding and has not yet received funding notification;
- d. The Grantee has federal funds under contract and has not yet received approval to release federal funds.

All other requests for continuing the project shall be determined on a case-by-case basis. If approved, the project may continue into the second year of the contract. If denied, the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. Note: Failure by the Grantee to initiate deliverables on the project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. Any extension of the grant contract period beyond the two-year limit will only be permitted for extreme hardships and must receive approval from the Commissioner of Agriculture.

9. Grantee monitoring shall be completed in accordance with the Agency "Agricultural Development Project Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall electronically complete and submit to the Agency the "Grantee Monitoring Report – Agricultural Development Project" to report its annual monitoring findings. The "Grantee Monitoring Report – Agricultural Development Project" is accessed through a portal at www.ncadfp.org. The first "Grantee Monitoring Report – Agricultural Development Project" is due by December 31 of the following calendar year after the final report has been submitted and approved, and annually thereafter for five years or unless otherwise directed by the Agency.
10. The Grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up to date for the Grantee to receive payments.
11. If equipment, special program supplies, or construction projects are purchased by the Grantee using grant funds, the items are subject to the Owner/Maintenance Agreement attached in this contract. All equipment costing \$5,000 or more and purchased using Agency grant funds must be documented in the Equipment Inventory section of the Matching Funds and Equipment Inventory Summary Form.
12. The Grantee shall not subcontract any of the work contemplated under this contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors or subgrantees specified in the contract

documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this contract.

13. All publicity and printed material regarding projects or activities supported in whole or in part by this project shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo (digital versions of which can be downloaded from the Agency website at www.ncadfp.org) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.
14. The Grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff. Reports and documents may be submitted by email to: ncadfp@ncagr.gov.
15. The Grantee will notify NCDA&CS ADFPTF staff immediately of all changes in contact information, including but not limited to address changes, email address changes, signature authority changes, telephone numbers, and project management changes.
16. Noncompliance with grantee duties will result in an immediate suspension of existing Agency grant funding for all NCDA&CS ADFPTF grantee contracts. The Grantee shall be ineligible for further Agency grants until the noncompliance is corrected and the Agency has acknowledged the correction, and the Grantee is in good standing. The Agency shall use the following guidance in placing a grantee in noncompliance:

Classification	Grant Contract / Monitoring Status	Eligibility Status
Green	All budget, progress, and monitoring reports are on file and up to date. No incidents were noted in the Suspension of Funding List or other department or state grant tracking reports.	No restrictions.
Yellow	There is a late budget, progress, or monitoring report in the previous reporting period. No incidents were noted in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments and proposed grant contracts are frozen until reports are filed and approved. Review of proposed grant applications and requests may continue, but no grant contract may be offered.

Red	There are late budget, progress, or monitoring reports for two reporting periods. No incidents were noted in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments and proposed grant contracts are frozen until reports are filed and approved. Review of proposed grant applications and requests are discontinued, and no grant contract may be offered.
Black	There are late budget, progress, or monitoring reports for three or more reporting periods, or the Grantee is found as noncompliant in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or contract.

17. The grant contract budget and project timeline are as attached:

**Projects Plans Budget Worksheet
- Sampson Co VAD Sign**

Line Item	ADFP Trust Fund	90 Percent Maximum	Secured Match	Unsecured Match	Total Matching Funds	Totals	Notes
101 - Site Development (Project Only)					\$ -	\$ -	
102 - Construction (Project Only)		\$ -			\$ -	\$ -	
103 - Equipment	\$ 13,505.00	\$ 12,154.50	\$ 1,000.00		\$ 1,000.00	\$ 14,505.00	\$49.65/sign + \$150 delivery. Powell Family Farms will contribute \$1,000 to help the VAD enhancements (this was listed as unsecured in the application, but a signed letter was included)
104 - Travel (applicable state rates)		\$ -			\$ -	\$ -	
105 - Special Program Supplies		\$ -			\$ -	\$ -	
106 - Consultant and Specialized Services		\$ -			\$ -	\$ -	
107 - Personnel and Administrative			\$ 7,000.00		\$ 7,000.00	\$ 7,000.00	Sampson Co Extension contribute 5% of their annual staff time and labor - as in kind match
108 - Office Supplies		\$ -			\$ -	\$ -	
109 - Printing and Binding		\$ -			\$ -	\$ -	
110 - Promotional Materials					\$ -	\$ -	
111 - Workshops and Conferences (Plans Only)					\$ -	\$ -	
Totals	\$ 13,505.00	\$ 12,154.50	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 21,505.00	0% match requirement

Line Item	ADFP Trust Fund Grant Expenditures	ADFP Trust Fund Grant Balance	Secured Match	Unsecured Match	Total Matching Funds	Totals	Notes
101 - Site Development (Project Only)						\$ -	
102 - Construction (Project Only)		\$ -				\$ -	
103 - Equipment		\$ 13,505.00				\$ 13,505.00	
104 - Travel (applicable state rates)		\$ -				\$ -	
105 - Special Program Supplies		\$ -				\$ -	
106 - Consultant and Specialized Services		\$ -				\$ -	
107 - Personnel and Administrative						\$ -	
108 - Office Supplies		\$ -				\$ -	
109 - Printing and Binding		\$ -				\$ -	
110 - Promotional Materials							
111 - Workshops and Conferences (Plans Only)						\$ -	
Totals	\$ -	\$ 13,505.00	\$ -	\$ -	\$ -	\$ 13,505.00	

Project Timeline

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2022 - December 31, 2022	Order farm signs	\$ 13,505.00	\$ 2,750.00	\$ 16,255.00
January 1, 2023 - March 31, 2023	Replace farm signs and add new members	\$ -	\$ 1,750.00	\$ 1,750.00
April 1, 2023 - June 30, 2023	Replace farm signs and add new members		\$ 1,750.00	\$ 1,750.00
July 1, 2023 - September 30, 2023	Replace farm signs and add new members		\$ 1,750.00	\$ 1,750.00

Grant Year 1 Subtotals	\$ 13,505.00	\$ 8,000.00	\$ 21,505.00
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Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2023 - December 31, 2023				\$ -
January 1, 2024 - March 31, 2024				\$ -
April 1, 2024 - June 30, 2024				\$ -
July 1, 2024 - September 30, 2024				\$ -

Grant Year 2 Subtotals	\$ -	\$ -	\$ -
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Entire Grant Period Totals	\$ 13,505.00	\$ 8,000.00	\$ 21,505.00
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N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Agricultural Development Project Monitoring Policy and Guidelines



I. Purpose

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will “hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions,” in accordance with Administrative Code 09 NCAC 03M “Uniform Administration of State Grants” and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the contract. Monitoring is necessary to make certain the agricultural development projects are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund) and grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744).

II. Definition of Agricultural Development Projects

According to N.C.G.S. 106-744, agricultural development projects are defined as “public and private enterprise programs that will promote profitable and sustainable family farms through assistance to farmers in developing and implementing plans for the production of food, fiber, and value-added products, agritourism activities, marketing and sales of agricultural products produced on the farm, and other agriculturally related business activities.”

III. Involved Parties

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for agricultural development projects. The ADFP Trust Fund has full-time staff administratively located in Raleigh, North Carolina. Part-time field staff members are located remotely throughout the state. The ADFP Trust Fund Document Specialist is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. Field staff members will conduct on-site monitoring, unless otherwise directed by the Document Specialist.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations. Grantees are the first point of contact for monitoring agricultural development projects and discussing potential violations of contracts. **Grantees are required to monitor the project at least once a year and complete annual monitoring reports for the length of the monitoring term.**

IV. ADFP Trust Fund Monitoring Roles and Responsibilities

Agricultural development projects will be monitored for five (5) years after the closing of the contract, unless otherwise directed by the Program Director or Commissioner of Agriculture. If an agricultural

development project is complete and no further activities are taking place inside the monitoring period, the assigned field staff may recommend termination of monitoring activities to the Program Director (see termination request protocol below).

The ADFP Trust Fund monitoring methods include, but not limited to:

- Site visit: ADFP Trust Fund field staff member will accompany the grantee to visit a physical location where the agricultural development project is established. This method will be required when ADFP Trust Fund monies are used for the following expenditure categories: site development, construction, or equipment. A site visit may be used for the following expenditure categories if the agricultural development project is part of a larger operation: special program supplies, consultant and specialized services, or promotional materials.
- In-office: ADFP Trust Fund staff will review any materials pertaining to the project, e.g. website, promotional materials, news etc. The ADFP Trust Fund field staff member will conduct a conference call with the grantee.

Site visit protocol for ADFP Trust Fund staff:

- Contact grantee about site visit. Site visits will be coordinated to the extent possible with the grantee's annual monitoring visit schedule.
- Review completed "Grantee Monitoring Report – Agricultural Development Project."
- Compile documentation, including, but not limited to, photographs and data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Agricultural Development Project."
- Complete "ADFP Trust Fund Staff Incident Report – Agricultural Development Project or Agricultural Plan" if necessary.
- Complete "ADFP Trust Fund Staff Monitoring Termination Request – Agricultural Development Project or Agricultural Plan" if appropriate.
- A site visit will be conducted within one (1) year of the contract closing. Site visits will then occur during the third and fifth years. The fifth site visit will occur before the date of the contract closing five years prior. Example: If a contract is closed on 12/31/14, the first site visit will occur prior to 12/31/15. The third site visit will occur in the year 2017. The fifth site visit will occur prior to 12/31/19. This schedule will be used unless otherwise directed by the Program Director or Commissioner of Agriculture.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Report – Agricultural Development Project."
- Review the most current data available (e.g. website, promotional materials, news etc.).
- Conduct a conference call with the grantee.
- Complete "ADFP Trust Fund Staff Monitoring Report – Agricultural Development Project."
- Complete "ADFP Trust Fund Staff Incident Report – Agricultural Development Project or Agricultural Plan" if necessary.
- Complete "ADFP Trust Fund Staff Monitoring Termination Request – Agricultural Development Project or Agricultural Plan" if appropriate.
- In-office monitoring will be completed in the years when site visits do not occur.

Incident report protocol for ADFP Trust Fund staff:

- The "ADFP Trust Fund Staff Incident Report – Agricultural Development Project or Agricultural Plan" must be filed if a grantee reports a violation or if ADFP Trust Fund staff discovers a violation during a site visit or in-office monitoring.
- The completed "ADFP Trust Fund Staff Incident Report – Agricultural Development Project or Agricultural Plan" will be submitted to the Program Director for review, investigation, and/or corrective action.

- If necessary, the Program Director will meet with funding partners to discuss the findings of the “ADFP Trust Fund Staff Incident Report – Agricultural Development Project or Agricultural Plan.”
- If corrective action is warranted by the grantee, a conference call or meeting will be scheduled to discuss the “ADFP Trust Fund Staff Incident Report – Agricultural Development Project or Agricultural Plan” and results of the initial review by the Program Director.
- If a violation has occurred, the grantee shall submit a Plan of Corrective Action to the ADFP Trust Fund Staff within 30 days of the conference call or meeting. The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the project back in compliance. The ADFP Trust Fund staff will work with grantee for correction.
- The appropriate NCDA&CS staff will formally notify grantee in writing of violation or potential violation.
- If it is determined that a violation has occurred, a site visit will occur the subsequent year. The monitoring schedule (site visit, in-office, site visit) will be reset each time a violation occurs.

Monitoring termination request protocol for ADFP Trust Fund staff:

- An “ADFP Trust Fund Staff Monitoring Termination Request – Agricultural Development Project or Agricultural Plan” can be submitted if the field staff member determines that the agricultural project does not need to be monitored for the full monitoring period.
- The completed “ADFP Trust Fund Staff Monitoring Termination Request – Agricultural Development Project or Agricultural Plan” will be submitted to the Program Director for review.
- If the Program Director approves the request, the appropriate NCDA&CS staff will notify the grantee that monitoring has been completed for the project. Neither the grantee nor ADFP Trust Fund Staff will be required to submit monitoring reports for the remainder of the monitoring period.

V. Grantee Monitoring Responsibilities and Expectations

After the approval of final budget and progress reports and the closeout of the contract, Grantees will complete and submit the online “Grantee Monitoring Report – Agricultural Development Project” to the ADFP Trust Fund office annually on or before December 31. The “Grantee Monitoring Report – Agricultural Development Project” is accessed through NC ADFP Trust Fund’s website. Grantees should navigate to <https://ncadfp.org/>, then click on the “Downloads” tab. The portal is at the bottom of the “Downloads” tab and is labeled “Grantees: Click Here to Access the ADFP Trust Fund Grantee Monitoring Report Submission Portal.” Grantees will be required to create a Formsite account to access the report portal. Grantees should follow the prompts in the online portal to complete and submit their report.

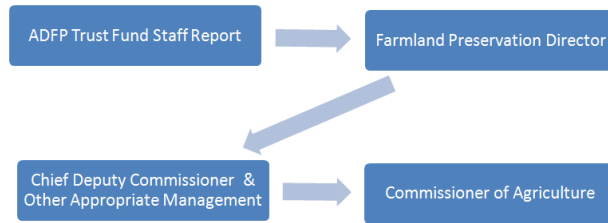
Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the grant contract.

In January, ADFP Trust Fund staff will coordinate to the extent possible with the grantee’s annual monitoring visit schedule for projects due for a site visit. Grantees are encouraged to submit tentative site visit schedule to ADFP Trust Fund office ninety (90) days prior to first scheduled site visit. As subsequent site visits are scheduled throughout the year by the grantee, the ADFP Trust Fund office will be notified in a timely manner of site visits due for that calendar year.

VI. Additional Guidance and Reference – Dispute Resolutions

For issues in dispute, the ADFP Trust Fund Staff will report such differences to the Farmland Preservation Director. If the Farmland Preservation Director is unable to find a resolution, the Director

will review with the appropriate NCDA&CS management for assistance and instruction, e.g. Office of the General Counsel, Chief Deputy Commissioner, and Commissioner of Agriculture. See chart below.



ADFP Trust Fund Staff are to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Classification.

VII. Monitoring Documents

The following documents will be used for the monitoring of agricultural development projects:

- Grantee Monitoring Report – Agricultural Development Project
- ADFP Trust Fund Staff Monitoring Report – Agricultural Development Project
- ADFP Trust Fund Staff Incident Report – Agricultural Development Project or Agricultural Plan
- ADFP Trust Fund Staff Monitoring Termination Request – Agricultural Development Project or Agricultural Plan

VIII. Document Filing, Retention, and Disposal

All completed reports, including photographs and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed pursuant to the ADFP Trust Fund records retention schedule.

OWNER / MAINTENANCE AGREEMENT

1. Grantee shall retain ownership of the materials and equipment purchased with grant funds for a minimum of ten years. Grantee may request to sale or dispose of grant funded equipment by written notification to the Agency and with written Agency approval. The Agency shall have 30 days to respond to the grantee. Any proceeds over \$100.00 generated from the sale or disposition of equipment purchased under this grant shall be returned to the Agency within 30 days of sale.
2. All equipment purchases using grant funding shall be identified by the serial number and picture identification by the Grantee and provided to the Agency upon purchase and reimbursement request.
3. The Grantee shall keep all equipment in working order and maintained based on manufacturer's recommendations.
4. For the first ten years of ownership:
 - a. Grantee shall maintain and keep on file a record of all repairs for inspection purposes. At a minimum this record shall include the following information:
 - Date of repair;
 - Reason for repair;
 - Cost of repair;
 - List of replacement parts if any;
 - Name of company and person who completed repair work; and
 - If a warranty is associated with any replacement parts, it should be placed on file.
 - b. Grantee shall keep manufacturer's warranties on file.
 - c. Grantee shall follow the "Agricultural Development Project Monitoring Policy and Guidelines" and amendments there to.
5. Any changes to this agreement shall require written approval by the Agency.

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

GRANTEE: _____
Contract # : _____

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the attached contract between Grantee and (subcontractor) _____, to assist in carrying out the purposes of the above-referenced contract.

Grantee Authorized Representative

Date: _____

Approved: _____
Farmland Preservation Director

Date: _____

* **Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: September 12, 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

SUBJECT: Water District Projects

DEPARTMENT: Public Works

PUBLIC HEARING: No

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

PURPOSE: To consider approval of documents related to multiple water projects

ATTACHMENTS: Resolutions Mintz and Suttontown Area Projects; Resolution Adopting Well Head Protection Plan; Letter of Intent to Fund Ivanhoe Water System and Project Description

BACKGROUND:

Mr. Reynolds and Mr. Ross will be present with information regarding ongoing and upcoming water projects as follows:

1. Adoption of Resolutions Authorizing Submission of Funding Applications

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 will review the project descriptions and request adoption of resolutions authorizing submission of the funding applications.

2. Adoption of Well Head Protection Plan

We have provided in your agenda a resolution adopting a Well Head Protection Plan. A Well Head Protection Program is a voluntary program intended to assist us in protecting the system's water supply from contamination, and to identify vulnerable areas around our wells called "Wellhead Protection Areas." Another goal of this program is 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. The proposed plan was made available for public inspection in the Public Works Office (as noticed on our website). The actual plan is too cumbersome to be included in your agenda. The full plan was provided to the Board and sunshine list electronically.

- Continued Next Page

3. Award of Bid for Construction of Elevated Storage Tanks

The County is expected to open bids for the construction of elevated water storage tanks near Midway Elementary School and in Roseboro (ARPA projects) on Thursday, September 8th. If a sufficient number of bids are received to allow for bid opening and the if bid responses can be sufficiently reviewed in time, Mr. Ross and Mr. Reynolds will bring a bid award recommendation to the Board at this meeting.

4. Announcement of Grant Funding for Ivanhoe Community Project

We have finally received confirmation of the State's intent to fund our Ivanhoe water project. Mr. Ross will review the Letter of Intent to Fund and the proposed plans to develop a water supply and distribution system to serve the community. Commissioner Lethia Lee, who worked diligent to bring water to the southern portion of the county, may have remarks as well. No action is required at this time.

RECOMMENDED ACTION OR MOTION:

1. Adopt the resolutions approving the Mintz Area Water Main Distribution System and the Suttontown Area Distribution System applications
2. Adopt the resolution approving the Well Head Protection Plan
3. Award the bid for construction of the elevated storage tanks as recommended by Dewberry engineering firm (if bids are available and reviewed)
4. No action is needed on Ivanhoe Community water funding at this time



RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The County of Sampson has need for and intends to construct a project described as designing and constructing a new drinking water distribution system in the Mintz area of Sampson County, and

WHEREAS, The County of Sampson intends to request State grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONEERS OF THE COUNTY OF SAMPSON:

That County of Sampson, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Sampson to make a scheduled repayment of the loan, to withhold from the County of Sampson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin W. Causey, County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 12th Day of September 2022 in Sampson County, North Carolina.

(Signature of Chief Executive Officer)

(Title)

ATTEST:

Susan J. Holder, Clerk to the Board



RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The County of Sampson has need for and intends to construct a project described as designing and constructing a new drinking water distribution system in the Suttontown area of Sampson County, and

WHEREAS, The County of Sampson intends to request State grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONEERS OF THE COUNTY OF SAMPSON:

That County of Sampson, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Sampson to make a scheduled repayment of the loan, to withhold from the County of Sampson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin W. Causey, County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 12th Day of September 2022 in Sampson County, North Carolina.

(Signature of Chief Executive Officer)

(Title)

ATTEST:

Susan J. Holder, Clerk to the Board

Mintz Area Water System Expansion

The project is to design and construct an expansion of the Sampson County public water supply system to incorporate the Mintz area of Sampson County. The purpose of this project is to provide potable water service to residents in this area.

The infrastructure improvements required include:

- Site preparation.
- Well head assembly and drilling.
- Chemical feed system.
- Water storage tank.
- Back-up generator and concrete pad.
- Associated electrical and system controls.
- Site piping (connection to proposed system, chemical feed piping, etc.).
- Water main extensions to connect residences within the Mintz Area to the proposed system.
- Residential water service meters and connections

Note: it is assumed a water treatment system will not be required.

The proposed infrastructure noted above, will provide water supply capacity to support the entire distribution system proposed at buildout.

Suttontown Area Water System Expansion

The project is to design and construct an expansion of the Sampson County public water supply system to incorporate the Suttontown area of Sampson County. The purpose of this project is to provide potable water service to residents in this area.

The infrastructure improvements required include:

- Water main extensions to connect residences within the Faison Area to the proposed system.
- Booster Pump Station
- Residential water service meters and connections

Total Funding Request for Mintz and Suttontown Water System Expansion Projects = \$15,000,000 (includes Construction, Contingency, Funding Administration, Engineering, and Surveying)

The maximum grant award, per applicant, for the American Rescue Plan Funding being administered by the NC Division of Water Infrastructure is \$15,000,000. A funding application will be submitted for each project described above to request the grant only funding. The total requested funding will equal the maximum grant award of \$15,000,000. If a funding offer is made and additional funds are required, the County can determine at the time of award whether to accept the award or apply for additional funding.

In addition, system tap fees are included in the project costs as required by the funding guidelines.

Sampson County
Wellhead Protection Program Notice

Sampson County is in the process of creating a Wellhead Protection Program. This is a voluntary program intended to assist us in protecting the system's water supply from contamination, and to identify vulnerable areas around our wells called "Wellhead Protection Areas". Another goal of this program is 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.

Sampson County is asking for your assistance in developing this program. A draft copy of the Wellhead Protection Plan will be available for review and comment at the Sampson County Public Works Office located at 827 Southeast Boulevard, Clinton, NC 28328 until Monday, September 12, 2022. The Wellhead Protection Program will be presented for approval at the Sampson County Board of Commissioners Meeting on Monday, September 12, 2022 at 6:00pm in the County Auditorium, 435 Rowan Road in Clinton, NC. You are invited to review the program and submit any comments or suggestions to Sampson County. All written public comments will be reviewed by the Wellhead Protection Committee, and any suggestions or comments that may be beneficial will be incorporated into the program. If you have any questions or comments, please feel free to contact Linwood Reynolds, Public Works Director, at 910.592.0188.

RESOLUTION BY GOVERNING BODY

WHEREAS, the County of Sampson, North Carolina Wellhead Protection Committee has reviewed and accepted the August 2022 version of the proposed Wellhead Protection Plan, and

WHEREAS, Dewberry Engineers Inc. (consulting Engineers) have prepared the documents presented to the North Carolina Department of Environmental Quality – Public Water Supply Section, and

WHEREAS, North Carolina Department of Environmental Quality – Public Water Supply Section has provided technical assistance throughout each part of the Wellhead Protection Plan, and

WHEREAS, the consulting Engineers recommend **WELLHEAD PROTECTION PLAN APPROVAL**.

NOW, THEREFORE, BE IT RESOLVED that the **WELLHEAD PROTECTION PLAN** is adopted with the following conditions.

Sampson County’s Public Works Director, Linwood Reynolds, has the authority to implement the Wellhead Protection Plan and accept the responsibility of implementing the plan. The Public Works Director has the authority to accept or reject any revisions/changes requested or presented. The Public Works Director has reviewed and accepted the August 2022 version of the Local Wellhead Protection Plan. Sampson County Water District II will begin implementation of the Wellhead Protection Program upon approval by the Public Water Supply Section (PWSS) and will complete implementation within ninety (90) days. Upon completion of the implementation phase, the Public Works Director will submit notification to the PWSS in accordance with the schedule set forth in the approved Wellhead Protection Plan.

BE IT FURTHER RESOLVED that such **WELLHEAD PROTECTION PLAN APPROVAL** be contingent upon the approval of the North Carolina Department of Environmental Quality.

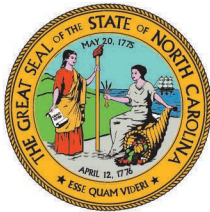
Upon motion of _____, seconded by _____, the above **RESOLUTION** was unanimously adopted.

This is 12th day of September, 2022.

Sue Lee, Chairperson
Sampson County Board of Commissioners

Attest:

Susan J. Holder, Clerk to the Board



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

SHADI ESKAF
Director

August 24, 2022

Mr. Edwin Causey, County Manager
County of Sampson
406 County Complex Road
Clinton, NC 28328

Subject: Letter of Intent to Fund
County of Sampson
Ivanhoe Water System
Project No.: SRP-D-ARP-0114

Dear Mr. Causey:

The Division of Water Infrastructure (Division) has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive a total funding amount of \$13,283,000 from the following funding:

American Rescue Plan Act (ARPA) funding from the State Fiscal Recovery Fund established in S.L. 2021-180. Projects funded from the State Fiscal Recovery Fund must meet applicable federal law and guidance for the ARPA funds. The ARPA Project Grant will be one hundred percent of eligible project costs up to a maximum of \$13,283,000.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

<u>Milestone*</u>	<u>Date</u>
Engineering Report Submittal	December 1, 2022
Engineering Report Approval	May 1, 2023
Bid and Design Package Submittal	November 1, 2023
Bid and Design Package Approval	March 1, 2024
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority To Award	July 1, 2024
Execute Construction Contract(s)	August 1, 2024

*Failure to meet any milestone may result in the forfeiture of funding for the proposed project.

All costs incurred prior to March 3, 2021 are not eligible for ARPA funds and the Division will make no reimbursements of ARPA funds after December 31, 2026.



The first milestone is the submittal of an Engineering Report on December 1, 2022. The Engineering Report must be developed using the guidance found on our website (<https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>).

The State Environmental Policy Act exempts projects funded by the State Reserve from state-mandated environmental review. Federal requirements may still apply. [NCGS 113A-12(2)h.]

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

Engineering Services Procurement

All projects must comply with North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. Projects cannot be exempted from qualification-based selection of these services under N.C.G.S. 143-64.32. Any services provided that were not selected in compliance with federal requirements will be ineligible for reimbursement.

US Treasury Requirements

Projects with an expected total cost of ten million dollars or more must meet US Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance (treasury.gov) specifies.

Drought Bill Requirements

In accordance with G.S. 143-355.4, a project "for the purpose of extending waterlines or expanding water treatment capacity" must document numerous requirements during the review process. You can find additional information at the following link:
http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-355.4.html

Joint Legislative Committee on Local Government Notification Requirements

In accordance with G.S. 120-157.2, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting that letter and providing a copy to the Division.

Extended Term Loan

Projects that qualify for a targeted interest rate and demonstrate in the Engineering Report a weighted average design life for the major components of the project greater than 20 years are eligible for an extended loan term up to the calculated weighted average design life, but not to exceed 30 years. Request an extended term on the Engineering Report Submittal Checklist (<https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>) and provide the necessary calculation.

Upon receipt of your letter of intent to fund, please fill out the attached Federal ID & Unique Entity ID (UEI) form, attached and email it to Pam Whitley at pam.whitley@ncdenr.gov.

We are offering a free permit assistance service to address any questions you have about potential permitting requirements, pitfalls, fees, and timelines. If interested, please complete our online form at <https://deq.nc.gov/permits-rules/permit-assistance-and-guidance/permit-assistance-request-form> and a regional environmental coordinator will contact you. When applying for a permit; attach a copy of this letter to your permit application. We find this helpful to identify ARPA projects to get your permit to you faster to assist with meeting the federal expenditure deadline of December 31, 2026.

If you have any questions, please contact Eric Karis, by phone at (919) 218-4158 or by email at eric.karis@ncdenr.gov.

Sincerely,



Jon Risgaard, Chief
State Revolving Fund Section

Attachment: Federal ID & Unique Entity ID (UEI) form

CC: David A. Ross, PE, Dewberry Engineers, Inc., Raleigh
Kavitha Ambikadevi, PE
Mark Hubbard, PE
Eric Karis
ARPA (COM_LOIF)

Ivanhoe Water System

The project is to design and construct a new public water supply system in the Ivanhoe area of Sampson County. The purpose of this water supply system is to provide potable water service to residents in this area. This project will require the development of a water supply and water distribution system.

The infrastructure improvements required for the water supply system include:

- Site preparation.
- Well head assembly and drilling (two wells are proposed for redundancy and reliability).
- Chemical feed system
- Water storage tank.
- Back-up generator and concrete pad.
- Associated electrical and system controls.
- Site Piping (connection to proposed system, chemical feed piping, etc.).
- Water main extensions to connect residences within the Ivanhoe Area to the proposed system
- Residential water service meters and connections

Note: it is assumed a water treatment system will not be required.

To develop this new public water system, water supply infrastructure must be provided as part of an initial project. The proposed infrastructure noted above, will provide water supply capacity to support the system at buildout. Water main extensions proposed as part of the initial project will be identified to stay within project budget noted below. It is anticipated that future projects will be required to buildout the system and offer water service to other residents who desire a connection.

A funding application was submitted to the Division of Water Infrastructure (DWI) in the spring to request funding for the project described above. On August 24, 2022, the Letter of Intent to Fund was sent to the County. The letter stated that \$13,283,000 of funding from the American Rescue Plan Act was awarded to Sampson County. The ARPA funding will be 100% grant on all eligible project costs.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: September 12, 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: Sampson Area Transportation - Authorization to Apply for FY24 State Transportation Grant Funding and Certification of Local Funding

DEPARTMENT: Sampson Area Transportation

PUBLIC HEARING: No

CONTACT PERSON(S): Ro Oates-Mobley, Department of Aging Director

PURPOSE: To consider authorization for submission of applications for annual transportation funding and scheduling of public hearing

ATTACHMENTS: Memo, Grant Forms

BACKGROUND:

Each year the County applies to the North Carolina Department of Transportation for Community Transportation Funding, which is used by our Sampson Area Transportation program to coordinate existing transportation programs operating in Sampson County and to provide transportation services within our communities. Sampson Area Transportation has 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 has requested that the Board hold the required public hearing on this funding at your November 7, 2022 meeting.

RECOMMENDED ACTION OR MOTION:

Motion to authorize submission of transportation grant application documents, including Certifying Resolution which designates County Manager as the authorized official AND to schedule a public hearing on the funding for November 7, 2022



SAMPSON AREA TRANSPORTATION
311 COUNTY COMPLEX RD.
BUILDING H
CLINTON, NC 28328
PHONE: (910) 299-0127

ROSEMARIE OATES MOBLEY, DIRECTOR
Email: roates@sampsonnc.com

Memorandum:

TO: Mr. Ed Causey, County Manager
FROM: Rosemarie Oates Mobley, Director, Sampson Area Transportation
DATE: August 15, 2022
RE: FY24 CTP Grant, 5310 Grant, Capital Grant, D&A Policy, SSP

I am requesting approval from the Board of Commissioners to allow Sampson Area Transportation to apply for the following grants from the NC Department of Transportation for FY24: CTP/5311 (Administrative expenses), 5310 Elderly/Disabled (to provide transp. services), and Capital (purchase transit vehicle and laptops/computers).

The grants that I will be applying for will be for the following amounts: CTP/5311-\$285,000 with a 15% local match of \$42,750, 5310 Elderly/Disabled-\$40,000 with a 50% local **in-kind** match of \$20,000, and Capital-\$250,000 with a 20% local match of \$50,000.

In addition, I am requesting that a public hearing relating to these grants be held during the Board of Commissioners meeting on November 7, 2022.

I am also requesting the Board of Commissioners approve the updated System Safety Plan which includes SAT's Drug & Alcohol Testing Policy.

Please let me know if you have any questions.

Thank you,

Rosemarie Oates Mobley
Director, Sampson Area Transportation

FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING

Sampson County
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ <u>285,000</u>	\$ <u>42,750</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>40,000</u>	\$ <u>20,000</u> (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ <u>250,000</u>	\$ <u>50,000</u> (20%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (_ %)
_____	\$ _____	\$ _____ (_ %)
_____	\$ _____	\$ _____ (_ %)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>575,000</u>	\$ <u>112,750</u>
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>Revenue</u>	<u>5311-Admin</u>	\$ <u>42,750</u>
<u>Revenue</u>	<u>Combined Capital</u>	\$ <u>50,000</u>
<u>ROAP/EDTAP</u>	<u>5310</u>	\$ <u>20,000</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2024 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>112,750</u>

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Sampson County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2023**, which has a period of performance of July 1, 2023 – June 30, 2024.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: September 12, 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

The recommended private sector/business appointees are: Bartley Warren, Chuck Spell, Jeff Nethercutt, and Hugh Carr. Also representing Sampson on the WDB (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).

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: September 12, 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:

- a. Approve the minutes of the August 1, 2022 meeting
- b. Approve 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. Accept a LSTA 2022-2023 ASRL Scholarship grant in the amount of \$1,500 to allow staff member to attend conference
- d. Approve the Sampson Area Transportation System Safety Plan for 2022 (provided separately as an electronic document)
- e. Approve the Local Child Care Policy for Sampson County Department of Social Services
- f. Approve the execution of contracts between Sampson County (DSS) and service providers: Reagan E. Warren (Legal Services); Corrine Railey (Legal Services); K & A Morrissey Cleaning Service; Just-Rite Cleaning Service; Vanguard Professional Staffing, Inc.; and Sampson County Department of Aging
- g. Authorize execution of the Sampson County Department of Aging Assistance Policy for the 2022 Cycle of the Urgent Repair Program
- h. Authorize 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
- i. Adopt a resolution creating a special revenue fund for the Opioid Settlement funding
- j. Authorize execution of the Memorandum of Understanding between the Sampson County Child Advocacy Center and the Sampson County Health Department
- k. Ratify the Minority Business Participation Outreach Plan

- Continued Next Page

- l. Approve 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. Approve the tax refunds and releases as submitted
- n. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, August 1, 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 and Clark Wooten. Absent: Commissioner Lethia Lee.

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

Approval of Agenda

Upon a motion by Commissioner Godwin and seconded by Vice Chairperson Kivett, the Board voted unanimously to approve the agenda with the following changes:

Added a presentation by Sampson County Schools Superintendent David Goodin.

Added a Resolution regarding the bankruptcy settlement between Sampson County and Brooks Brothers, Golden Fleece, and their affiliates.

Item 1: Planning & Zoning Items

R22-03: Request by BHJ Properties LLC to Rezone 15-Acre Tract (Parcel 14030600001) from Residential (R) to Commercial (C) Chairperson Lee called on Inspections Director Myron Cashwell who reviewed a request by BHJ Properties to rezone a 15-acre tract located on Plain View Highway (Parcel 14030600001) from Residential (R) to Commercial (C). The Sampson County 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 Board of Commissioners. Chairperson Lee opened a public hearing and opened the floor for public comment. Hearing none, she closed the public hearing. Upon a motion by Commissioner Wooten and seconded by Vice Chairperson Kivett, the Board voted unanimously to adopt a resolution approving R22-03, having found the proposed rezoning consistent with the Sampson County Land Use Plan. (Copy filed in Inc. Minute Book _____, Page _____.)

R22-05: Request by TM Johnson to Rezone 29.33-Acre Tract (Parcel 14021438301) from Residential (R) to Residential Agricultural (RA) Mr. Cashwell reviewed a request from Thomas Matt Johnson to rezone 29.33-acre tract located off Mar-Joy Drive (Parcel 14021438301) from Residential (R) to Residential Agricultural (RA). The Planning Board determined that the proposed rezoning was 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 public hearing. She then opened the floor for comments. Hearing none, Chairperson Lee closed the public hearing. Upon a motion by Commissioner Wooten and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution approving R22-05, having found the proposed rezoning consistent with the Sampson County Land Use Plan. (Copy filed in Inc. Minute Book _____, Page _____.)

Item 2: Action Items

(Walk-On) Sampson County Schools Presentation on Needs Based Capital Improvement Grant Chairperson Lee called upon Sampson County Schools Superintendent Dr. David Goodin who reported that State of North Carolina had opened a needs-based capital improvement grant. He reported that there was a possibility of approximately \$50 million that might be secured with a successful grant, but it would require from the county schools a 5% match. He stated that before he could move forward and bring the matter to the school board, he would need to know that the county commissioners would also sign off on that. Chairperson Lee asked if there had been any feasibility study or any study to indicate whether we need the school or to determine the needs of the school system, and Dr. Goodin stated that there had not been to his knowledge. Vice Chairperson Lee and Commissioner Godwin noted the need for more in depth research, and Vice Chairman Kivett asked about a total cost and what the 5% match would represent. Dr. Goodin stated that the minimum match amount needed would be 5% of the total received and noted that the school system had a 30-day window to submit the grant. He stated that that in the past, his understanding was that there had been discussions about the Hobpton area and what would be done out there. He reiterated that he had not taken it to his board as of yet. Chairperson Lee noted that the commissioners had just adopted their budget for the new fiscal year and there was nothing included in the budget for this, so it warranted more discussion. Commissioners Godwin and Kivett concurred, and no action was taken.

Public Hearing – Expenditure for Economic Development Purposes (Exercise of Option for Acquisition of Warren Property) Chairperson Lee called upon Economic Developer Stephen Barrington to provide information on an expenditure for Economic Development purposes. County Attorney Joel Starling informed the Chairperson that this issue was noticed for public hearing in the hopes that they would have all information prepared to approve the expenditure. Economic Development staff has informed Mr. Starling that there is additional due diligence required before any action is taken. Mr. Starling then asked that the public hearing be continued until October 3, 2022 at 6:00p.m. Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to continue this public hearing.

Airport – Consideration of Clinton-Sampson Airport Hangar Lease (Request to Continue Matter Until September 12, 2022 Meeting.) Chairperson Lee called upon County Attorney Starling who 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. As required, we had previously published notice that the Board would consider such a lease at this meeting. However, the site plan is not yet available, and the tenant’s counsel and the County have agreed to continue the matter until the September 12, 2022 meeting to allow the tenant additional time to prepare the required site plan and provide other information that has been requested by the County and City. Upon a motion by Chairperson Lee and seconded by

Commissioner Godwin, the Board voted unanimously to continue this matter until the September 12, 2022 meeting.

Public Works – Water System Improvements Update and Plan of Recruitment

Chairperson Lee called upon Public Works Director Lin Reynolds to provide a water system improvement update. Mr. Reynolds discussed funded projects underway (ARPA, State grant/loan, SCIF), the status of grant applications for additional projects, and community recruitment campaigns. Mr. Reynolds informed the Board that he is still waiting on an award letter for the Ivanhoe/Ingold/Garland grant. He also stated that the grants for the Enviva Well/Treatment and Johnson County Phase 2 were denied. He reported that Public Works had held three community meetings in the Ivanhoe, Mintz, and Lakewood School communities and the Mintz community would like the opportunity to have a second meeting. The Board supported this request (no action was needed). Mr. Reynolds then asked the Board for approval to market Kader Merritt, Herring, Moon Johnson, Bill Town, and JC Howard Roads, beginning September 1, 2022. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the marketing of these roads. Mr. Reynolds stated that thus far he has marketed eleven roads and four of those roads have been successful (Serenity Lake, Auctioneer, Jernigan Loop, and Kenan Weeks). Mr. Reynolds asked the Board to authorize the removal of Elwell Road, Elbow Road, and Suttontown Road from priority consideration as their recruitment campaigns had not resulted in enough potential customers to make the projects feasible. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the removal of these roads from project consideration.

Public Works – Request to Bid EM/Sheriff Storage Warehouse

Public Works Director Lin Reynolds reminded the Board that the County was fortunate to receive a total of \$3.0 million in state-directed funding for the construction of a storage warehouse adjacent to both the new 911 and Emergency Services facilities and the Sampson County Sheriff’s Office. The funding was allocated at \$2.0 million for the emergency services facility needs and \$1.0 million for the Sheriff’s Department needs. Combining the funding allowed for the best use of the total funding, and the facility was designed to allocate the space by the percentage of funding received for each purpose. Mr. Reynolds has worked with both entities and our architect on the design and requested to bid the project. The project will not exceed the grant dollars available. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to authorize the bidding for the EM/Sheriff Storage Warehouse.

Item 3: Consent Agenda

Upon a motion by Chairperson Lee and seconded by Commissioner Wooten, the Board approved the Consent Agenda as follows:

(Walk On) Adopted a resolution authorizing Leslie C. Heilman and the law firm of Ballard Spahr LLP to execute a Stipulation Regarding Certain Claims of County of Sampson, North Carolina, and any other documents necessary to effectuate the negotiated settlement between Sampson County and Brooks Brothers, Golden Fleece, and their affiliates. (Copy filed in Inc. Minute Book _____, Page _____.)

- a. Approved the minutes of the July 11, 2022 meeting
- b. Awarded the bid for paving of the Public Works shop yard to lowest bidder, Highland Paving Co., LLC, in the amount of \$96,515.50 and authorized execution of the contract for paving (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Authorized the acceptance of additional State Aid to Public Libraries funding in the amount of \$69,049 and authorized the execution of associated documents (Copy filed in Inc. Minute Book _____, Page _____.)
- d. Approved a disabled veteran tax exclusion for Rodolfo Gutierrez Carrizales
- e. Approved an elderly/disabled tax exclusion for Cecelia Jones Caldwell
- f. Approved the tax refunds and releases as submitted

#9942	Shannon Livingston	\$172.37
#9953	Stephanie Helm	\$125.61
#9946	Mary W. Hill	\$159.48
#9954	Lewis Simmons	\$107.77
#9935	Robert Byron Cain	\$106.56
#9941	Joseph David Jones	\$354.00

- g. Approved the budget amendments as submitted

<u>EXPENDITURE</u>		Courts		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141600	544000	Contracted Services	\$21,600.	
11999000	509700	Contingency		\$21,600.

<u>EXPENDITURE</u>		Health Department		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551250	512100	Salaries	\$103,070.	
12551250	518100	FICA	\$6,391.	
12551250	518120	Medicare FICA	\$1,495.	
12551250	518200	Retirement	\$7,792.	
12551250	518300	Group Insurance	\$10,620.	
12551250	518400	Dental Insurance	\$360.	
12551250	518901	401K	\$7,731.	
12551250	526200	Department Supplies	\$1,000.	
12551250	526201	Department Supplies Equipment	\$2,000.	
12551250	523900	Medical Supplies	\$1,000.	
12551250	519300	Medical Services	\$500.	
12551250	529700	Lab Supplies	\$1,000.	
12551250	529702	Lab Services	\$1,000.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535125	404000 Allocate State Funding for new CD Position	\$143,959.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
Health Department			
12551150	512100 Salaries	\$43,588.	
11251150	518100 FICA	\$2,641.	
12551150	518120 Medicare FICA	\$618.	
12551150	518200 Retirement	\$3,749.	
12551150	518300 Group Insurance	\$16,056.	
12551150	518400 Dental Insurance	\$615.	
12551150	518901 401K	\$2,687.	
12551150	526200 Department Supplies	\$8,000.	
12551150	526201 Department Supplies Equipment	\$10,000.	
12551150	523900 Medical Supplies	\$45,246.	
12551150	529700 Lab Supplies	\$3,000.	
12551150	529702 Lab Services	\$6,000.	
12551150	531100 Travel	\$2,500.	
12551150	544000 Contract Services	\$5,300.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535115	404000 Allocation of State Rural Health Grant Funds	\$150,000.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
Social Services			
13553330	403333 Adult Protective Services Essential Funds	\$18,951.	
13554360	529925 Links Transitional Funds	\$10,000.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535310	403325 Links Transitional Funds	\$10,000.	
13535310	403319 Adult Protective Services Essential Funds	\$18,951.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
Social Services			
13554360	529924 Links Supplemental	\$10,500.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535310	403328 Links Supplemental	\$10,500.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
Aging			
02558670	526200 Home Repairs – Dept. Supplies	\$644.	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	409950 Fund Balance Appropriated	\$644.	

<u>EXPENDITURE</u>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554360	529924	Links Supplemental	\$9,000.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535310	403328	Links	\$9,000.	

<u>EXPENDITURE</u>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554360	512200	Overtime Salaries	\$22,000.	
13553100	532100	Telephone and Postage	\$3,600.	
13553100	538100	Data Processing	\$52,302.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535310	403375	Food Stamp Admin	\$77,902.	

<u>EXPENDITURE</u>		Parks and Recreation		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761201	526215	Sports Programs	\$5,000.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409900	Fund Balance Appropriated	\$5,000.	

<u>EXPENDITURE</u>		Various		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243200	535100	Maint/Repair Bldgs and Grounds	\$2,600.	
11243100	555001	Capital Outlay Grant	\$9,250.	
11243100	555000	Capital Outlay Other	\$109,205.	
11761100	554000	Capital Outlay Vehicles	\$30,432.	
02558670	554000	Capital Outlay Vehicles	\$39,569.	
11243300	526200	Department Supplies	\$783.	
11243700	554000	Capital Outlay Vehicles	\$174,855.	
11243300	521300	Uniforms	\$5,404.	
11243250	526200	Department Supplies	\$4,432.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409800	Fund Balance Approp Encumbrances	\$151,487.	
02035867	409800	Fund Balance Approp Encumbrances	\$39,569.	

Consent Agenda - Board of Health Items

- h. Approved fee revisions as recommended by the Health Advisory Board (Copy filed in Inc. Minute Book ____, Page ____.)
- i. Approved revisions to HIPPA Policy (email policy addition) (Copy filed in Inc. Minute Book ____, Page ____.)

- j. Approved the execution of contracts between the Sampson County Health Department and Clinton City Schools and Sampson County Schools for school nursing services (Copy filed in Inc. Minute Book _____, Page _____.)

Item 4: Board Information (Board of Health)

The Board received the following items as information only:

- a. Health Advisory Board Minutes, May 16, 2022

Item 5: County Manager’s Report

County Manager Ed Causey informed the Board that there were good things coming relative to monies becoming available to the County. He stated that he was hesitant to discuss these funds without first receiving a commitments letter. He and County staff will be happy to discuss these funds once more information is available.

Item 6: Public Comment Period

Chairperson Lee opened the floor for public comment. None was received.

Item 7: Closed Session - GS 143.318.11(a)(3)

Upon a motion by Chairperson Lee and seconded by Commissioner Wooten, the Board voted unanimously to enter into closed session pursuant to GS 143.318.11 (a) to preserve attorney client privilege . In Closed Session, County Attorney briefed the Board on the lawsuit regarding Sheriff deputy compensation. No action was taken in Closed Session. Upon a motion by Commissioner Wooten and seconded by Commissioner Godwin, the Board voted to come out of Closed Session.

Adjournment

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

Sue L. 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: August 30, 2022
Re: Request to Discard Items

I request that I be allowed to withdraw all items that have been weeded from the collections of the Sampson-Clinton Public Library System from August 27, 2021-August 30, 2022 due to disuse, damage, or out-of-date/ inaccurate information.

I also request that Board of Commissioners write off these titles and all items that have been donated to the library but not placed into the collection as of August 30, 2022. The library will dispose of all items per our Materials Selection Policy. We hope to have a book sale soon for the items that are in good condition.

Thank you.

Barcode	Call Number	Location	Title
810291000173206	J 743.89 Ame	Juvenile Nonfiction	Draw 50 boats, ships, trucks & trains
810291000173260	J 743.8 Ame	Juvenile Nonfiction	Draw 50 holiday decorations
810291000124890	J 793.8 McM	Juvenile Nonfiction	60 super simple magic tricks
810291000079508	J 811.2 Moo	Juvenile Nonfiction	The night before Christmas : poem
810291000173145	J 743.6 Ame	Juvenile Nonfiction	Draw 50 animals
810291000095547	J 510 Kna	Juvenile Nonfiction	Adding
810291000097171	J 510 Kna	Juvenile Nonfiction	Subtracting
810291000097056	J 510 Kna	Juvenile Nonfiction	Dividing
810291000096462	J 510 Kna	Juvenile Nonfiction	Decimals
810291000096701	J 510 Kna	Juvenile Nonfiction	Fractions
810291000096765	J 510 Kna	Juvenile Nonfiction	Multiplying
810291000111727	J 743.6 Tal	Juvenile Nonfiction	I can draw animals
810291000002364	J 155.9 Gre	Juvenile Nonfiction	Sunny : the death of a pet
810291000158104	J 743.6 Mue	Juvenile Nonfiction	Drawing and learning about dogs : using shapes and lines
810291000159152	E Cou	Easy Fiction	Hooray for fish!
810291000166752	E Jef	Easy Fiction	Lost and found
810291000173278	J 743 Ame	Juvenile Nonfiction	Draw 50 athletes
810291000173062	J 743 Ame	Juvenile Nonfiction	Draw 50 vehicles : selections from Draw 50 boats, ships, trucks, and trains, and Draw 50 airplanes, aircraft, and spacecraft
810291000173131	J 743 Ame	Juvenile Nonfiction	Draw 50 dogs
810291000173483	J 743 Ame	Juvenile Nonfiction	Draw 50 cats
810291000174085	R 031 Wor 4 2007	Adult Reference	The World Book encyclopedia.

Barcode	Call Number	Location	Title
810291000174093	R 031 Wor 5 2007	Adult Reference	The World Book encyclopedia.
810291000174184	R 031 Wor 6 2007	Adult Reference	The World Book encyclopedia.
810291000174030	R 031 Wor 7 2007	Adult Reference	The World Book encyclopedia.
810291000174113	R 031 Wor 8 2007	Adult Reference	The World Book encyclopedia.
810291000174121	R 031 Wor 9 2007	Adult Reference	The World Book encyclopedia.
810291000174105	R 031 Wor 10 2007	Adult Reference	The World Book encyclopedia.
810291000174212	R 031 Wor 11 2007	Adult Reference	The World Book encyclopedia.
810291000174022	R 031 Wor 12 2007	Adult Reference	The World Book encyclopedia.
810291000174135	R 031 Wor 13 2007	Adult Reference	The World Book encyclopedia.
810291000174177	R 031 Wor 14 2007	Adult Reference	The World Book encyclopedia.
810291000174204	R 031 Wor 15 2007	Adult Reference	The World Book encyclopedia.
810291000174078	R 031 Wor 16 2007	Adult Reference	The World Book encyclopedia.
810291000174234	R 031 Wor 17 2007	Adult Reference	The World Book encyclopedia.
810291000174220	R 031 Wor 18 2007	Adult Reference	The World Book encyclopedia.
810291000174143	R 031 Wor 19 2007	Adult Reference	The World Book encyclopedia.
810291000174151	R 031 Wor 20 2007	Adult Reference	The World Book encyclopedia.
810291000174169	R 031 Wor 21 2007	Adult Reference	The World Book encyclopedia.
810291000174192	R 031 Wor 22 2007	Adult Reference	The World Book encyclopedia.
810291000174014	R 031 Wor 1 A 2007	Adult Reference	The World Book encyclopedia.
810291000174250	R 031 Wor 2 2007	Adult Reference	The World Book encyclopedia.

Barcode	Call Number	Location	Title
810291000174242	R 031 Wor 3 2007	Adult Reference	The World Book encyclopedia.
810191000726350	J 745.59412 Lac	Juvenile Nonfiction	50 Christmas things to make & do
810191001408063	E Die	Easy Fiction	The pout-pout fish in the big-big dark
810191001099721	J F Pei	Juvenile Fiction	Big Nate strikes again
810191000943341	F San	Adult Fiction	Allure of the game
810191001086295	J F Aca	Juvenile Fiction	Escape from the Orange Lanterns
810191001086547	J F Aca	Juvenile Fiction	Escape from the Orange Lanterns
810191001078945	J F Far	Juvenile Fiction	Zane: Ninja of Ice.
810191001100192	J F Far	Juvenile Fiction	Cole : ninja of Earth
810191001097429	J F Far	Juvenile Fiction	Jay : ninja of lightning
810191001408542	J F Rus	Juvenile Fiction	Tales from a not-so-talented pop star
810191001079434	F Mon	Adult Fiction	God don't make no mistakes
810191001069845	F N'Ty	Adult Fiction	Twisted seduction
810191001086539	J F Aca	Juvenile Fiction	Battle of the Blue Lanterns
810191001189324	J F Far	Juvenile Fiction	Beware of the wolves
810191001190760	J F Far	Juvenile Graphic Novel	Stone cold
810191001112148	J 001.94 Far	Juvenile Nonfiction	Do not open
810191001277922	J 031 All	Juvenile Nonfiction	All about everything : the ultimate fact-packed almanac
810191001191890	F Hoa	Adult Fiction	The 9th girl
810191001022230	J 031 Wor	Juvenile Nonfiction	The 2012 World Book year book : a review of the events of 2011 : the annual supplement to the World Book encyclopedia
810191001216574	F Ros	Adult Fiction	Dakota!
810191001136411	F McK	Adult Fiction	Snapped
810191001259135	J 796.32 Kel	Juvenile Nonfiction	2014 Basketball Superstars.

Barcode	Call Number	Location	Title
810191001537991	J F Ber	Juvenile Fiction	Book scavenger
810591000128523	F Patterson	Adult Fiction	Murder games
810600000025228	J 030 Cla	Juvenile Nonfiction	Don't read this book before bed! : thrills, chills, and hauntingly true stories

Barcode	Call Number	Location	Title
810491000045783	E Mar	Easy Reader	I am fire
810491000103825	E Bro	Easy Reader	Arthur, clean your room!
810191000580756	E Wil	Easy Reader	It's too windy!
810491000106704	F Pat	Adult Fiction	The beach house
810491000103890	E Pac	Easy Reader	Fall leaves
810491000103833	E Ger	Easy Reader	Grow a pumpkin pie!
810191001454583	J 398.24 Dra	Juvenile Nonfiction	Dr. Ernest Drake's dragonology : the complete book of dragons
810491000097769	E Min	Easy Reader	Chicken for a day
810491000116662	E Tho	Easy Fiction	Ah-choo!
810491000135852	E Awd	Easy Reader	Thomas goes fishing
810491000143730	133 Wiz	Adult Nonfiction	Wizardology : the book of the secrets of Merlin
810491000151866	E Bro	Easy Reader	Arthur loses a friend
810491000155074	J 629 Bin	Juvenile Nonfiction	Big book of transportation
810191000574402	D 3119 1	Adult DVD Fiction	Elizabeth I
810191000563348	E Hap	Easy Reader	Shrek the third : friends and foes
810491000152575	E Wel	Easy Reader	Max and Ruby's show-and-tell
810191000580863	E Bro	Easy Reader	Arthur's classroom fib
810191000635832	D 3158	Adult DVD Fiction	Wizard of oz
810191001377679	E Wil	Easy Reader	No kisses, please!
810191000784445	E Wil	Easy Reader	I'm no turkey!
810191000866891	E Tay	Easy Reader	Around town
810191000947422	332.743 Leo	Adult Nonfiction	Credit repair
810191000993213	E Gal	Easy Reader	Giant tortoise adventure
810191000962891	E Kre	Easy Reader	Trucks
810191001004436	E San	Easy Reader	3, 2, 1, liftoff!
810191001327194	D 3521	Adult DVD Fiction	Spongebob squarepants christmas
810191001052823	E O'Co	Easy Reader	Fancy Nancy and the too-loose tooth
810191001288643	D 13214 1	Adult DVD Fiction	Weeds, Season 6
810191001286895	E Wil	Easy Reader	Moms are the best!
810191001263450	E Til	Easy Reader	The Spring Chicken
810191001110473	E Web	Easy Reader	I can be...president
810191001167058	E Dep	Easy Reader	Barbie I can be-- a baby doctor
810191001353920	D 13042	Adult DVD Fiction	Focus

Barcode	Call Number	Location	Title
810191001153255	J F McC	Juvenile Graphic Novel	Belly flop!
810191001183893	E Kat	Easy Fiction	I love my mami!
810191001250625	E Web	Easy Reader	Anna's best friends
810191001147919	J 597.3 Wil	Juvenile Nonfiction	Wonderful world of sharks
810191001375362	J 567.9 Hol	Juvenile Nonfiction	Jurassic World dinosaur field guide
810191001250922	E Web	Easy Reader	Double-team!
810191001340786	J F Tel	Juvenile Fiction	Sisters
810600000079428	PB	Easy Boardbook	Chomp goes the alligator
810191001610875	J 599.75 Kra	Juvenile Reader	Wild cats!
810591000125781	J F Fli	Juvenile Fiction Paperback	Robo-Rabbit Boy, go!
810191001617455	J 794.8 Pok	Juvenile Nonfiction	Pokémon deluxe essential handbook : the need-to-know stats and facts on over 700 Pokémon
810191001755669	E Stephens	Easy Fiction	Pup on the run

Barcode	Call Number	Location	Title
810491000096654	616.3 Gom	Adult Nonfiction	Positive options for Crohn's disease : self-help and treatment
810491000097820	E Med	Easy Reader	Here comes the snow
810491000061940	E Sch	Easy Reader	One snowy day
810491000085601	616.85 Bou	Adult Nonfiction	The anxiety & phobia workbook
810491000123948	618.2 Kit	Adult Nonfiction	The complete book of pregnancy and childbirth
810491000114525	618.2 Kit	Adult Nonfiction	The complete book of pregnancy and childbirth
810491000096687	395.2 Ron	Adult Nonfiction	The Knot's complete guide to weddings in the real world : the ultimate source of ideas, advice, and relief for the bride and groom and those who love them
810491000087174	E Med	Easy Reader	Seeds grow!
810191000323803	E Cap	Easy Fiction	Biscuit's new trick
810491000081956	616.4 Mag	Adult Nonfiction	Tell me what to eat if I have diabetes : nutrition you can live with
810491000105673	616.1 Kow	Adult Nonfiction	The new 8-week cholesterol cure : the ultimate program for preventing heart disease
810491000116844	E Wei	Easy Reader	Twins in the park
810491000111786	616.4 Nap	Adult Nonfiction	Eat away diabetes
810491000117173	E Hau	Easy Reader	Little Witch learns to read
810191000654375	613.2 Aga	Adult Nonfiction	The South Beach diet : the delicious, doctor-designed, foolproof plan for fast and healthy weight loss
810491000126265	E Par	Easy Reader	Hello, school bus!
810491000128844	E Par	Easy Reader	Hello, fire truck!
810491000126880	618.2 Har	Adult Nonfiction	Mayo Clinic guide to a healthy pregnancy
810491000129561	618.92 Ode	Adult Nonfiction	Stopping ADHD : a unique and proven drug-free program for treating ADHD in children and adults
810491000077319	E Bro	Easy Reader	Arthur, clean your room!

Barcode	Call Number	Location	Title
810491000104017	E Bro	Easy Reader	Arthur's reading race
810191000803590	E Lag	Easy Reader	A pet for a princess
810491000097751	E Hob	Easy Reader	Quick Chick
810491000085073	613.2 Gri	Adult Nonfiction	Vitamins, herbs, minerals & supplements
810491000113535	597.6 O'Sh	Adult Nonfiction	Reptiles and Amphibians
810491000081063	E Ger	Easy Reader	The stubborn pumpkin
810491000092458	E McM	Easy Fiction	Fluffy's 100th day of school
810491000153169	E Fun	Easy Reader	Fun with Dick and Jane.
810491000127239	616.85 Cha	Adult Nonfiction	The peace of mind prescripion : an authoritative guide to finding the most effective treatment for anxiety and depression
810491000121942	E Gom	Easy Reader	It's St. Patrick's Day!
810491000132345	E Spe	Easy Reader	Care Bears : Most valuable bear
810491000134975	616.85 Hal	Adult Nonfiction	Delivered from distraction : getting the most out of life with attention deficit disorder
810491000135782	E Lan	Easy Reader	Sammy's bumpy ride
810491000138631	613 Roi	Adult Nonfiction	You--the owner's manual : an insider's guide to the body that will make you healthier and younger
810491000141506	E Kur	Easy Reader	Johnny Appleseed
810491000138793	E Wil	Easy Reader	I can help : hello reader level 1
810491000141578	616.4 Bar	Adult Nonfiction	Type 2 diabetes for beginners
810191000506372	E Del	Easy Reader	Rafi and Rosi
810491000141651	618.2 Aco	Adult Nonfiction	Your pregnancy & birth
810491000142279	E McN	Easy Reader	The pumpkin patch

Barcode	Call Number	Location	Title
810491000142451	E Mar	Easy Reader	I spy a penguin
810491000144092	E Lan	Easy Reader	Hog and Dog
810491000144480	395.2 Ste	Adult Nonfiction	In Style weddings
810491000144783	E Lag	Easy Reader	Sealed with a kiss
810491000145744	E Bla	Easy Reader	I want to be a ballerina
810491000149386	E Jor	Easy Reader	The koala king
810491000151018	E Ser	Easy Reader	The big bug dug
810491000150309	E Und	Easy Reader	Pirate Mom
810491000151901	E Tor	Easy Reader	Beans Baker's best shot
810491000152468	E Mar	Easy Reader	I spy a pumpkin
810491000152814	E Hen	Easy Reader	Henry's bad day : a write-in reader, based on the Railway series by the Rev. W. Awdry
810491000152939	E Hol	Easy Reader	Angelina has the hiccups!
810491000153177	E Col	Easy Reader	Lost in the snow
810491000039364	J 741.5 Ame	Juvenile Nonfiction	Draw 50 famous cartoons
810191000547752	E Bry	Easy Fiction	The Easter egg hunt
810191000548452	E Fon	Easy Reader	Clean up, grumpy bunny
810191000553761	E Hoo	Easy Fiction	Uh-oh!
810191000555915	613 Col	Adult Nonfiction	The 7 pillars of health
810491000152567	E Kir	Easy Reader	Miss Spider's sunny patch friends after school rules
810191000580694	E Hen	Easy Reader	Henry and the elephant

Barcode	Call Number	Location	Title
810191000560451	E Kre	Easy Reader	Lionel in the fall
810191000567932	E Hol	Easy Reader	Angelina's silly little sister
810191000577733	616.85 Bro	Adult Nonfiction	Attention deficit disorder : the unfocused mind in children and adults
810191000581712	616.1 Kow	Adult Nonfiction	The blood pressure cure : 8 weeks to lower blood pressure without prescription drugs
810191000592834	E Her	Easy Reader	The haunted Halloween party
810191000594004	E Loe	Easy Fiction	Dragon egg
810191000600110	E Wil	Easy Reader	I love snow!
810191000636175	613.04244 Dan	Adult Nonfiction	Self magazine's 15 minutes to your best self : quick fixes for a healthier, happier life
810191000641193	616.44 Are	Adult Nonfiction	The thyroid solution : a revolutionary mind-body program for regaining your emotional and physical health
810191000641368	E Sad	Easy Reader	Honey Bunny's honey bear
810191000644193	616.4 Mur	Adult Nonfiction	Natural supplements for diabetes : practical and proven health suggestions for Type 1 and Type 2 diabetes
810191000655464	CD N23	Juvenile Audiobook	Charlie and the chocolate factory
810191000666197	E Fin	Easy Reader	Puss in Boots
810191000669133	E Red	Easy Reader	The great fairy race
810191000669584	E Per	Easy Reader	Curious George : the dog show
810191000671775	E Bro	Easy Reader	Arthur in New York
810191000676874	616.7 Fib	Adult Nonfiction	Fibromyalgia : the complete guide from medical experts and patients
810191000679972	618.24 Mur	Adult Nonfiction	What to expect when you're expecting
810191000687954	E Wil	Easy Reader	Noodles the puppy
810191000695901	E O'Co	Easy Reader	Fancy Nancy at the museum

Barcode	Call Number	Location	Title
810191000702863	612.6 Tak	Adult Nonfiction	Taking sides : clashing views on controversial issues in human sexuality
810191001165085	E Whi	Easy Reader	Pokémon : save the Sheldon
810191000715527	E Hil	Easy Reader	A Chipmunk family Christmas
810191000774975	E McC	Easy Reader	Eloise and the snowman
810191000724080	613 Roi	Adult Nonfiction	You, being beautiful : the owner's manual to inner and outer beauty
810191000724502	613 You	Adult Nonfiction	Your body : a user's guide
810191000729311	E Gau	Easy Reader	Marley & me : Marley to the rescue!
810191000725253	613 Smi	Adult Nonfiction	What you must know about vitamins, minerals, herbs, and more
810191000727209	E Wil	Easy Reader	No kisses, please!
810191000727332	E Jor	Easy Reader	A fairy tale
810191000729341	E Jor	Easy Reader	My hero
810191000765395	E Hil	Easy Reader	Spider-man versus the Vulture
810191000733681	E Red	Easy Reader	A game of hide-and-seek
810191000733743	E Tho	Easy Reader	Thomas and the jet engine
810191000735343	E Las	Easy Reader	Medieval adventures : Troll attack
810191000736099	E Hou	Easy Reader	Too many cats
810191001082868	E Ric	Easy Fiction	Puppy takes a bath
810191000742356	E Wes	Easy Reader	What's bugging Bubbles?
810191000746552	E McC	Easy Reader	Eloise skates!
810491000145140	929.4 Lan	Adult Nonfiction	The very best baby name book in the whole wide world

Barcode	Call Number	Location	Title
810191000748474	929.4 Lan	Adult Nonfiction	The very best baby name book in the whole wide world
810191000748531	616.85 Har	Adult Nonfiction	ADD success stories : a guide to fulfillment for families with Attention Deficit Disorder : maps, guidebooks, and travelogues for hunters in this farmer's world
810191000748594	616.85 Har	Adult Nonfiction	Beyond ADD : hunting for reasons in the past and the present
810191000750531	E Ber	Easy Reader	The Berenstain Bears' sleepover
810191000751224	618.92 McC	Adult Nonfiction	Healing and preventing autism : a complete guide
810191000754786	E Jor	Easy Reader	Bird's best friend
810191000767821	E Hil	Easy Reader	Spider-man versus Electro
810191000758084	610.73 Str	Adult Nonfiction	Health care
810191000758233	E Har	Easy Reader	Going bananas
810191000759439	E Ham	Easy Reader	BURN-E the fix-it bot
810191000768315	E O'Co	Easy Reader	Fancy Nancy, poison ivy expert
810191000769123	617.5 Mar	Adult Nonfiction	Cure for lower back pain : a step-by-step guide to diagnose and eliminate your back pain in only 5 weeks
810191000775026	E Wei	Easy Reader	Surprise for a princess
810191000775141	E Pac	Easy Reader	The Christmas penguin
810491000103704	E Bro	Easy Reader	Arthur Tricks the Tooth Fairy
810191000803652	E Bro	Easy Reader	Arthur Tricks the Tooth Fairy
810191000784932	E Rub	Easy Reader	Ruby scores a goal.
810191000785667	E Dep	Easy Reader	Rudolph the red-nosed reindeer
810191000789048	616.3 Com	Adult Nonfiction	The complete guide to digestive health : plain answers about IBS, constipation, diarrhea, heartburn, ulcers, and more
810191000792588	E Hol	Easy Reader	Shampoodle

Barcode	Call Number	Location	Title
810191000792533	E Lag	Easy Reader	Kiss the frog
810191000797654	616.444 Kha	Adult Nonfiction	Why Do I Still Have Thyroid Symptoms? When My Lab Tests Are Normal: A Revolutionary Breakthrough in Understanding Hashimoto's Disease and Hypothyroidi.
810191000802125	E Bri	Easy Reader	I am Ruby Bridges
810191000801523	005.4 Mat	Adult Nonfiction	Windows 7 quicksteps
810191000805442	616.99 Wei	Adult Nonfiction	Living well beyond breast cancer : a survivor's guide for when treatment ends and the rest of your life begins
810191000809077	005.446 McF	Adult Nonfiction	Teach yourself visually Windows 7
810191000808411	005.446 Pri	Adult Nonfiction	Windows 7 for seniors in easy steps for the over 50s
810191000817009	616.047 Han	Adult Nonfiction	Handbook of signs & symptoms.
810191000892803	E Wil	Easy Reader	No new pets!
810191000861501	617.7 Sha	Adult Nonfiction	Overcoming complications of LASIK and other eye surgeries
810191000861915	616.99 Kel	Adult Nonfiction	100 questions & answers about cancer symptoms and cancer treatment side effects
810191000866771	E Tay	Easy Reader	On the farm
810191000866557	E She	Easy Reader	Whiplash!
810191000872744	E Mac	Easy Reader	Turkey day
810191000873080	E Ang	Easy Reader	Angelina's new school
810191000888498	004.16 Bie	Adult Nonfiction	iPad : the missing manual
810191000877195	E Wil	Easy Reader	I love Christmas!
810191000883386	005.5 Wan	Adult Nonfiction	Microsoft Office 2010 for dummies
810191000883406	610.73076 Irw	Adult Nonfiction	NCLEX-RN : strategies, practice, and review for the registered nursing licensing exam
810191000902933	E Hay	Easy Reader	Baker, baker, cookie maker

Barcode	Call Number	Location	Title
810191000906270	616.89 Bur	Adult Nonfiction	The feeling good handbook
810191000907351	E Wil	Easy Fiction	I love Easter!
810191000917144	E She	Easy Reader	Panther's prey!
810191000917510	E Red	Easy Reader	Please don't feed the tiger lily!
810191000927014	616.8522 Bou	Adult Nonfiction	The anxiety & phobia workbook
810191000923260	E Hib	Easy Reader	Tatooine adventures
810191000936185	E Mea	Easy Reader	A fairy ballet
810191000959525	615.1 PDR	Adult Nonfiction	PDR consumer guide to prescription drugs
810191000944973	741.5 Ori	Adult Nonfiction	Origins of marvel comics
810191000973894	616.462 Ali	Adult Nonfiction	Diabetes and you : a comprehensive, holistic approach
810191000981891	616.99 Fra	Adult Nonfiction	Never fear cancer again : how to prevent and reverse cancer
810191000994837	E McM	Easy Reader	Friday the scary cat
810191000994811	E San	Easy Reader	Beware the beast from below
810191000997589	E Ric	Easy Reader	Follow those feet!
810191000986272	E Red	Easy Fiction	A fairy frost
810191000985662	E Cro	Easy Reader	Lucky School Bus
810191000986165	E Par	Easy Reader	Amelia Bedelia makes a friend
810191000961190	E Web	Easy Reader	Barbie : a perfect Christmas
810191001040703	E Lag	Easy Fiction	Secret Agent Mater
810191000985874	E Wil	Easy Reader	I hate bullies!

Barcode	Call Number	Location	Title
810191001003462	E Pey	Easy Reader	The snow giant
810191001099834	E Awd	Easy Reader	Flynn saves the day
810191001044594	610 Mer	Adult Nonfiction	The Merck manual home health handbook
810191001044685	J F Sti	Juvenile Fiction	Thea Stilton, big trouble in the Big Apple
810191001007155	E Cro	Easy Reader	Tired trucks
810191001009902	E Sue	Easy Reader	The scary night : a Robot and Rico story
810191001317330	E Wre	Easy Reader	Batman's Hero Files (DC Super Friends)
810191001094350	E McN	Easy Reader	Wash Your Hands!
810191001415395	378.1662 Cra	Adult Nonfiction	Cracking the SAT (2015)
810191001341820	616.444 Bow	Adult Nonfiction	Stop the Thyroid Madness II: How Thyroid Experts Are Challenging Ineffective Treatments and Improving the Lives of Patients.
810191001489853	378.1662 Off	Adult Nonfiction	Official SAT Study Guide (2016 Edition)
810191001113708	E Wil	Easy Fiction	Meet Teddy Rex!
810191001136130	J F Pei	Juvenile Fiction	Big Nate makes the grade
810600000017043	J F Pei	Juvenile Fiction	Big Nate : Mr. Popularity
810191001286436	E Lag	Easy Fiction	A tale of two sisters
810191001339309	J F Pei	Juvenile Fiction	Big Nate : the crowd goes wild!
810191001100177	E Las	Easy Reader	Heroes in action
810191001304703	E Par	Easy Reader	Amelia Bedelia chalks one up
810191001300644	E Wes	Easy Reader	Magic friends
810191001371360	E Lem	Easy Reader	Batman versus the Riddler

Barcode	Call Number	Location	Title
810191001194981	E Pet	Easy Reader	Petting zoo.
810191001263153	E Hap	Easy Reader	Vacation in the wild
810191001112411	E Cap	Easy Reader	Monkey play
810191001094524	004.1675 Ric	Adult Nonfiction	How to do everything : Kindle Fire
810191001250993	E McD	Easy Reader	Thank you day
810191001211908	004.16 McF	Adult Nonfiction	Fixing your computer : absolute beginner's guide
810191001243535	E May	Easy Fiction	Just a little love
810191001034029	E Mon	Easy Reader	Monkeys.
810191001200301	E Rit	Easy Reader	Donald takes a trip
810191001103375	E Rab	Easy Reader	Look for the Lorax
810191001119864	E Car	Easy Reader	A snowy day in Bugland!
810600000049512	J F Pei	Juvenile Fiction	Big Nate : genius mode
810191001103436	E Sim	Easy Reader	School day!
810191001254991	E Wei	Easy Reader	Pretty pearl mermaid
810191001112482	E Wei	Easy Reader	Christmas toys
810191001196651	E Amo	Easy Fiction	Yoda Bird's heroes
810191001094863	E Jor	Easy Reader	The bunny surprise
810191001076837	E Bro	Easy Reader	Fire in the forest!
810191001015425	E Ban	Easy Reader	Show me the bunny!
810191001083216	E Ash	Easy Reader	Batman and friends

Barcode	Call Number	Location	Title
810191001060066	E Hil	Easy Reader	Marley : not a peep!
810191001146204	E Hig	Easy Reader	Loud Louie
810191001123497	E Wei	Easy Reader	Fly, Dumbo, fly!
810191001016530	E Sil	Easy Fiction	Dragon : time for a picnic
810191001112789	E Tes	Easy Reader	Olivia builds a house
810191001113922	E Wil	Easy Reader	Inch and Roly make a wish
810191001114037	004.6782 Mis	Adult Nonfiction	Sams teach yourself iCloud in 10 minutes
810191001183695	E Ros	Easy Reader	Meet the super hero squad!
810191001183822	E Ros	Easy Reader	Man of Steel : Superman's superpowers
810191001176744	E Mac	Easy Reader	Iron Man fights back
810191001431981	E Ste	Easy Reader	I am Wonder Woman
810191001281923	E Bae	Easy Reader	Just one of the princes
810191001017815	E Car	Easy Reader	Springtime in Bugland!
810191001335134	E Til	Easy Reader	Meet my friends!
810191001667757	J F Pil	Juvenile Fiction	Captain Underpants and the invasion of the incredibly naughty cafeteria ladies from outer space (and the subsequent assault of the equally evil lunchroom zombie nerds)
810191001417673	E Eas	Easy Reader	Aaron has a lazy day
810191001262973	E Sco	Easy Fiction	Splat the cat : up in the air at the fair
810191001099652	E Cap	Easy Fiction	Biscuit plays ball
810191001107773	E Ble	Easy Reader	Max has a fish
810191001096964	E Ber	Easy Fiction	The Berenstain Bears' sleepover

Barcode	Call Number	Location	Title
810191001187204	372.868 Kuf	Adult Nonfiction	The wiggle & giggle busy book
810191001028084	613.04244 Mit	Adult Nonfiction	The women's pill book : your complete guide to prescription and over-the-counter medications
810191001015298	E Ber	Easy Reader	Diego saves a butterfly
810191001291690	E Mat	Easy Reader	Camp Berry
810191001150320	929.4403 Lan	Adult Nonfiction	The very best baby name book
810191001166012	E Whi	Easy Reader	Pokemon Comic Reader #2: Wrath of the Legends.
810191001146600	005.446 Pri	Adult Nonfiction	Windows 8 for Seniors in Easy Steps.
810191001160113	005.446 Yar	Adult Nonfiction	Windows 8 Tips, Tricks & Shortcuts in Easy Steps.
810191001362145	E Woo	Easy Reader	Sing it out
810191001220248	E Mea	Easy Reader	Pet Parade.
810600000049520	J F Pei	Juvenile Fiction	Big Nate : here goes nothing
810191001026620	617.564 Gir	Adult Nonfiction	The 7-minute back pain solution : 7 simple exercises to heal your back in just minutes a day
810191001409694	E Cox	Easy Reader	Big egg
810191001466182	616.462 Mos	Adult Nonfiction	The 8-week blood sugar diet : how to beat diabetes fast (and stay off medication)
810191001200175	E Sup	Easy Reader	Super soap
810191001378810	SP PB	Stacks	If you're happy and you know it-- = Si te sientes bien contento--
810191001677502	J F Sut	Juvenile Fiction	The hidden kingdom
810600000050910	J F Kor	Juvenile Fiction	Restart
810191001542192	597.96 Mat	Adult Nonfiction	Snake : the essential visual guide to the world of snakes
810600000026242	E Smith	Easy Fiction	Meet Tracker!
810600000050423	J F Pei	Juvenile Fiction	Big Nate strikes again

Barcode	Call Number	Location	Title
810191001320238	E Wil	Easy Fiction	Let's Go for a Drive! (an Elephant and Piggie Book)
810191001088960	F Col	Adult Fiction Romance	Dark desires after dusk

Barcode	Call Number	Location	Title
810191000425415	F Con	Adult Fiction Mystery	The killing kind
810191001320238	E Wil	Easy Fiction	Let's Go for a Drive! (an Elephant and Piggie Book)
810191001336041	F Con	Adult Fiction Mystery	The wolf in winter : a Charlie Parker thriller
810191001650649	F Connolly	Adult Fiction Mystery	A game of ghosts

Additional Discards:

- Michael Connelly's *The Poet* - F Con - **810191000864018**
- Karin Slaughter's *TripTych* - F Sla - **810191000558857**
- James Patterson and Andrew Gross' *3rd Degree* - F Pat - **810191000857902**
- Carolyn Hart's *Resort To Murder* - F Har - **810191000344312**
- Alvetta Rolle's *The Mercy Seat* - F Rol - **810191001257445**
- Stephen E. Ambrose's *Citizen Soldiers* - **810191000207623**

GRANT AGREEMENT
LSTA 2022-2023 ARSL Scholarship Grant
State Project Code: NC-22- 61

This is an agreement by and between, Sampson-Clinton Public Library
hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: Sampson-Clinton Public Library
Mailing address: 217 Graham St.
City, State, ZIP: Clinton, NC 28328-4111
Project manager name/title: LaKesha Meredith
Project manager telephone: 910-592-4153
Project manager email: lmeredith@sampsonnc.com
Unique Entity Identifier: DMT2MK5GB6Z7
Federal Employer Identification Number: 56-6000338-G
Indirect cost rate for this award: N/A
Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.332
Federal Award ID number: LS-252476-OLS-22
Federal Award Date: April 8, 2022
Grant Award Period Start and End Date: July 1, 2022 - June 30, 2023
Amount of Federal Funds Obligated by this Action: \$ 1500.00
Federal Award Project Description as required by FFATA: LSTA Grants to States
Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796, catherine.prince@ncdcr.gov.
CFDA Name / Number: LSTA State Grants / 45.310
This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 46011495410145.

IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:

1. Accept and administer an LSTA grant from the State Library in the amount of \$ 1500.00 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; and Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
 - only upon or after the effective date of this grant agreement and before its termination;
 - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
 - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures (grant and matching) as defined in the grant application, at least quarterly, on or before October 15, January 15, and April 15.
7. Submit grant progress reports, briefly describing current and anticipated project expenditures and project activities, as requested by the State Library.
8. Complete all project expenditures (grant and matching) by **September 18, 2022**, or by the termination date of this agreement as amended by mutual consent.
9. On or before **October 15, 2022**, submit a single request for reimbursement.
10. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
11. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
12. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-2525476-OLS-22)." Submit a copy of any publications or materials produced under the grant to the State Library.
13. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
14. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.
15. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.

16. Submit a final report to the State Library by **October 31, 2022** providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
17. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
18. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
19. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
20. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
21. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
22. File with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
23. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

THE STATE LIBRARY AGREES TO:

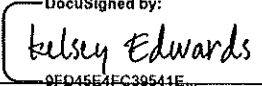
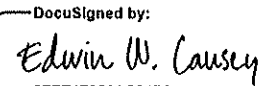
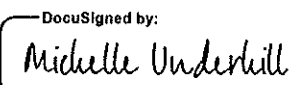
1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.

2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted by the Library. Pay by **June 30, 2023**, all approved requests received on or before **April 15, 2023**, and by **August 31, 2023**, all approved requests received by **July 15, 2023**.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by: September 15, 2022 may be withdrawn.

[Please sign below.]

<p>DocuSigned by:  <small>0FD45E4FC39541E...</small></p> <hr/> <p>X <u>Signature, Library Director</u> Kelsey Edwards</p> <hr/> <p>Printed Name</p>	<p>8/16/2022</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>8FFE17950AC8483...</small></p> <hr/> <p>X <u>Signature, Local Government or Institutional Representative</u> Edwin W. Causey</p> <hr/> <p>Printed Name</p>	<p>8/16/2022</p> <hr/> <p>Date</p> <hr/> <p>County Manager</p> <hr/> <p>Title</p>
<p>DocuSigned by:  <small>052F9EA0DF58441...</small></p> <hr/> <p>X <u>Signature, Michelle Underhill, State Librarian</u></p>	<p>8/17/2022</p> <hr/> <p>Date</p>

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded.

The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

8. Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at

http://www.imls.gov/recipients/imls_acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

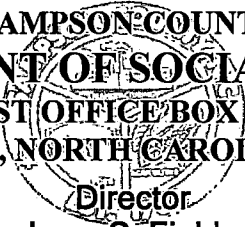
LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace

SAMPSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
POST OFFICE BOX 1105
CLINTON, NORTH CAROLINA 28329



360 COUNTY COMPLEX RD
SUITE 100

Director
Lynn S. Fields

TELE: (910) 592-7131
FAX: (910) 592-3763

August 22, 2022

To: Susan Holder

From: Lynn Fields

Re: Policy for Commissioner Approval

Please find our Local Child Care Policy to be added to the September 12, 2022 Commissioner agenda for approval. In the past the DSS Board Chairperson would sign this policy annually for approval; however, since our board serves in an advisory capacity only, this should be signed by Mrs. Sue Lee as the Board Chair of the County Commissioners.

Please let me know if you have any questions or need additional information.

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES

LOCAL CHILD CARE POLICY

Sampson County Department of Social Services shall determine and document basic eligibility for all day care funds available to this county following basic eligibility policies and procedures as set forth in State Policy. When an individual requests Child Care Services, the Agency will determine if the applicant falls within one of the target populations under the service definition for Child Care.

WAITING LIST AND SERVICE REDUCTION

In the event the Agency needs to establish a waiting list for eligible persons, it will do so considering policies of the Child Care Program.

A waiting list will be maintained for each target population as indicated below. Families in each target population will be served on a "first come, first served" basis.

1. Children needing care to support Protective Services.
2. Children needing care to support Child Welfare Services.
3. Children in Foster Care that have a need for care.
4. Children that are considered in vulnerable populations: children having diagnosed special needs, those families experiencing homelessness, or those living in a temporary living situation due to economic hardships, as defined by The Division of Child Development and Early Education. The Agency shall use prudent judgement in determining these populations.
5. Children of parents/responsible adults who are currently recipients of Work First Family Assistance (WFFA) needing care to support employment or to support Work First Employment Services.
6. Children needing care to support employment of parents/responsible adults.
7. Children of parents/responsible adults who are under the age of 19 and need care to remain in high school within the school system or to remain in a Basic Education or High School Education or Equivalency Program within a Community College or Technical Institute.
8. Children whose parents/responsible adults are in training leading to employment or attending school.
9. Children with developmental delays needing care to enhance their social, emotional and cognitive development.

Parents/Responsible adults who currently have children receiving child care services may add another child to their existing case without being placed on the waiting list.

Reducing Services:

If child care cases are in jeopardy of termination due to potential lack of funding, Sampson County Department of Social Services will contact DCDEE for guidance.

The Agency will make every effort to continue to serve children who need care to support Child Protective Services, Foster Care, Work First Family Employment Services (WFFA) and those in vulnerable populations, unless all funding is exhausted.

The Agency will review all families on the waiting list that have been on the list for 3 months or longer. The families will be notified in writing that it is time to update their information on the waiting list. If there is no response within 14 days, their name will be removed from the waiting list. If they call later and their name has been removed from the waiting list, they will be placed at the bottom of the waiting list.

SPECIAL NEEDS SET ASIDE

While it is important for the Agency to serve all children with special needs, the Agency will set aside the minimum requirements as established by the Division of Child Development and Early Education for special needs and vulnerable populations.



COUNTY DSS DIRECTOR

8/22/2022
DATE

CHAIR SAMPSON COMMISSIONERS

DATE

JAN 2
Contract #3 Fiscal Year Begins July 1, 2020 Ends June 30, 2021
3 Jns
Attorney – Legal Services

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Reagan Elizabeth Warren (the Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is **** 0311.

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

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Effective Period:** This contract shall be effective on July 1, 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 \$16,75.00 in Federal funds, \$0 in State Funds, \$8,250.00 in County funds

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

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

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	Reagan E Warren, Owner	Name & Title	Reagan E Warren, Owner
Company Name	The Law Office of Reagan E Warren	Company Name	The Law Office of Reagan E Warren
Mailing Address	PO Box 995	Street Address	112 Lisbon Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-900-7778		
Cell Phone			
Fax	910-310-4087		
Email	reagan@rwt-law.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

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

Reagan E. Warren 7/8/22
 Signature Date
 Reagan E Warren Owner
 Printed Name Title

COUNTY
Lynn S. Fields 8/10/2022
 Signature (must be legally authorized to sign contracts for DSS) Date
 Lynn S Fields DSS Interim Director
 Printed Name Title

Edwin W. Causey _____
 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 Officer Date
 David K. Clack

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

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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.

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

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Reagan E. Warren 7/8/22
 Signature Date

Reagan E Warren Owner
 Printed Name Title

COUNTY

Lynn S. Fields 8/1/2022
 Signature (must be legally authorized to sign contracts for DSS) Date

Lynn S Fields DSS Interim Director
 Printed Name Title

Edwin W. Causey _____
 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 Officer Date
 David K. Clack

- (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:

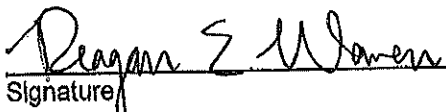
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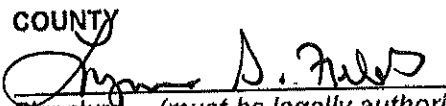
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14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

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


 Signature _____ Date 7/8/22
 Reagan E Warren _____ Owner
 Printed Name _____ Title

COUNTY

 Signature (must be legally authorized to sign contracts for DSS) _____ Date 8/1/2022
 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 Officer
David K. Clack

Date

Attachment A
General Terms and Conditions

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/underinsured 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 100-508, 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. 143-48.6 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**

Federal Tax Id. ***0311

Contract #3

A. CONTRACTOR INFORMATION

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

**B. Explanation of Services to be provided and to whom (include SIS Service Code):
SECONDARY LEGAL SERVICES IN CONFLICT OF INTEREST CASES FOR**

1. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

**C. Rate per unit of Service (define the unit):
Negotiated County Rate:**

- a. Legal Attorney Services - \$100. per hour for Child Support Establishment and Enforcement services, Children and Adult Protective Services, and Foster Care Services legal representation. (Rate must be inclusive of the attorney's time as well as any adjunctive expenses routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)
- b. Administrative Attorney Services – A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent travelling.

**D. Number of units to be provided:
250 Hours of legal representation for Child Support Establishment and Enforcement, for a total of \$25,000 for the contract period.**

**E. Details of Billing process and Time Frames;
The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.**

**F. Area to be served/Delivery site(s):
Sampson County and other areas as needed or directed by the agency.**

Lynn S. Fields
Lynn S. Fields

8/1/2022

Date

Reagan E. Warren
Reagan E Warren

7/8/22

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. §784), 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.

Reagan E. Warren
Signature of Reagan E Warren

Owner
Title

The Law Office of Reagan E Warren
Agency/Organization

7/8/22
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

The Law Office of Reagan E Warren

Name of Organization

Reagan E. Warren
Signature - Reagan E Warren

7/8/22
Date

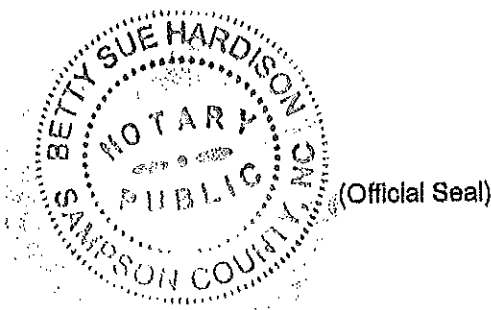
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Betty Sue Hardison, Notary Public for said County and State, certify that Reagan E Warren personally appeared before me this day and acknowledged that he/she is Owner of The Law Office of Reagan E Warren 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

Sworn to and subscribed before me this 8th day of July, 2022



Betty Sue Hardison
Notary Public Signature

My Commission expires 08-01, 2024

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

The Law Office of Reagan E Warren
500 College Street; PO Box 995
Clinton, NC 28329
(910) 900-7778

July 1, 2022

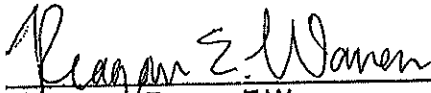
To: **Sampson County Department of Social Services**

Certification:

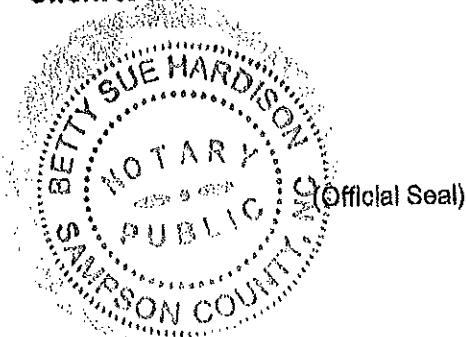
I certify that The Law Office of Reagan E Warren does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable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

Sworn Statement:

Reagan E Warren being duly sworn, say that I am the Owner of The Law Office of Reagan E Warren of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.


Signature Reagan E Warren

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




Notary Public Signature

My Commission expires 08-01, 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." 171

ATTACHMENT F

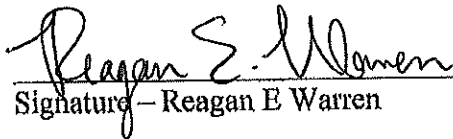
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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


Signature - Reagan E Warren

Owner _____
Title _____

The Law Office of Reagan E Warren
Agency/Organization

7/8/22
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.

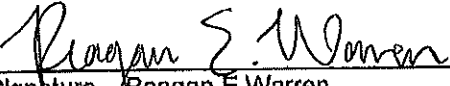
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, 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 - Reagan E Warren
The Law Office of Reagan E Warren
Agency/Organization

Owner _____
Title _____
Date 7/8/22

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 - Reagan E Warren

Owner _____
Title _____

The Law Office of Reagan E Warren
Agency/Organization

7/8/22
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 The Law Office of Reagan E Warren ("Business Associate") (collectively the "Parties").

1. BACKGROUND

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

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

5. TERM AND TERMINATION

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

6. GENERAL TERMS AND CONDITIONS

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

Reagan E. Warren
Signature - Reagan E Warren

Owner
Title

The Law Office of Reagan E Warren
Agency/Organization

7/8/22
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: The Law Office of Reagan E Warren

7/12/22

Signature of Contractor's Authorized Agent

Date

Reagan E. Warren

Owner

Printed Name of Contractor's Authorized Agent

Title

Reagan E Warren

Owner

Signature of Witness

Date

Dwayne Blue

7/12/22

Printed Name of Witness

Title

Dwayne Blue

Child Support Supervisor II

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

ATTACHMENT N

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 Offense 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 not require 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)).

Reagan E. Warren
Signature - Reagan E Warren

The Law Office of Reagan E Warren
Agency/Organization

Owner
Title
7/8/22
Date

CONTRACT PROVIDER NAME: The Law Office of Reagan E Warren

CONTRACT NUMBER: 3

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

PROVIDER'S FISCAL YEAR: January 1 - December 31

**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 provider 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 provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

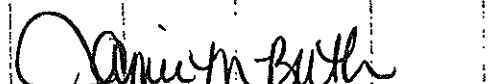
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE


Signature of County Authorized Person

8/1/2022
DATE


Signature of Authorized Administrative Individual

07-14-22
DATE

Revised effective 7-1-2013

Contract #12 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Attorney – Legal Services

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and The Law Office of Corinne A. Railey (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 27-2771949.

1. **Contract Documents:** **Contract Documents:** This Contract consists of the following documents:
 - (1) This contract
 - (2) State Certification (Attachment M)
 - (3) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
 - (4) Contract Determination Questionnaire
2. **Effective Period:** This contract shall be effective July 1, 2022 and shall terminate on June 30, 2023.
3. **Contractor's Duties:** The Contractor shall provide the following services for which both the contracted primary and secondary attorneys have a conflict:
 - 1) Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation. Duties will be performed in accordance with the approved **rate of \$100.00 per hour of service not to exceed 40 hours** without prior written authorization.
 - 2) **CHILD WELFARE:** Duties will be performed in accordance with the approved **rate of \$150.00 per hour of service not to exceed 170 hours** without prior written authorization.
Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
 - 3) Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
4. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Document. The total amount paid by the County to the Contractor under this contract **shall not exceed \$29,500.00** without prior written authorization. This amount consists of \$16,575 in Federal funds (CFDA #93.658), \$1,275 in State Funds, and \$7,650 in County funds for Child Welfare cases and \$2,640 in Federal funds (CFDA), \$1,360 in County funds for Child Support cases.

 a. There are no matching requirements from the Contractor.
5. **Reversion of Funds:**
The County or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party. Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.
6. **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.

The County Department of Social Services is a Covered Entity under the **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** Privacy, Security and Breach Notification Rules. Any Entity that will contract with the Sampson County Department of Social Services is responsible to maintain and monitor privacy/security procedures and measures in accordance with all federal, state, and local agency privacy/security regulatory requirements. In the event of a suspected or confirmed breach or privacy/security incident involving confidential information, the Contractor will immediately report such breach or incident to the (owning division/office) Privacy and/or Security Official. Breach must be reported within 24 hours unless it involves Social Security Administration

(SSA) or Internal Revenue Service (IRS) data, for which breach/incident reporting must occur within one (1) hour. In accordance with applicable laws/regulations, the Contractor will bear all expenses involved with breach notification as well as citizen notification if applicable.

7. **Payment Provisions:** Payment shall be made in accordance with the Contract Documents as follows: The Contractor will submit detailed billing to the Sampson County Department of Social Services monthly for services rendered based on the rate of \$100.00 per hour or \$150.00 per hour.
8. **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, Director	Name & Title	Lynn S Fields, 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.fielsampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	CORINNE A. RAILEY, ATTORNEY AT LAW	Name & Title	CORINNE A. RAILEY, ATTORNEY AT LAW
Company Name	THE LAW OFFICES OF CORINNE A RAILEY	Company Name	THE LAW OFFICES OF CORINNE A RAILEY
Mailing Address	P.O. BOX 2440	Street Address	110 EAST MAIN STREET, SUITE 204
City State Zip	CLINTON, NC 28329	City State Zip	CLINTON, NC 28328
Telephone	910-590-0000		
Fax	910-590-0008		
Email	raileyla2@gmail.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

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

Corinne Railey 7/18/2022
Signature Date

Corinne Railey Owner A.
Printed Name Title

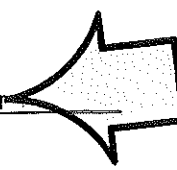
COUNTY

Lynn S. Fields 8/1/22
Signature (must be legally authorized to sign contracts for DSS) Date

Lynn S Fields DSS
Director
Printed Name Title

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

Edwin W. Causey
Printed Name Title



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

- (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.

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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.

Corinne Railey 7/18/2022

 Signature Date

Corinne Railey Owner A.

 Printed Name Title

COUNTY
Lynn S. Fields 8/11/2022

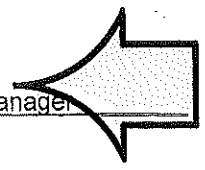
 Signature (must be legally authorized to sign contracts for DSS) Date

Lynn S Fields DSS
 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.

- (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.

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

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

Corinne Railey 7/18/2022

 Signature Date

Corinne Railey A.

 Printed Name Owner Title

COUNTY
Lynn S. Fields 8/1/2022

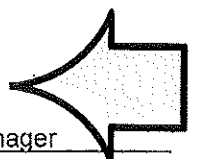
 Signature (must be legally authorized to sign contracts for DSS) Date

Lynn S Fields DSS
 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 Officer
David K. Clack

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

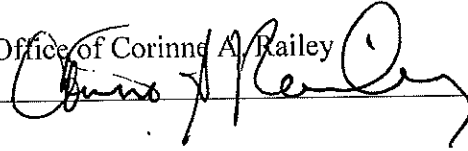
- (1)
- (2) Pursuant to **G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (3) Pursuant to **G.S. 143-48.5 and 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.
- (4) 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.
- (5) 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.
- (6) 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.

- (7) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's
Name:

The Law Office of Corinne A. Railey



Signature

Date

Contractor's
Authorized
Agent:

Printed
Name

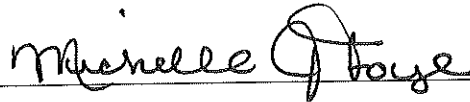
Corinne A. Railey

Title Owner

Signature

Date

Witness:



Printed
Name

Michelle J. Foye

Title.

Legal 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>.

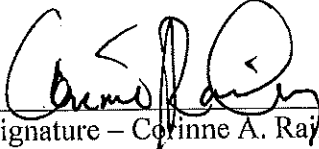
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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)).



Signature – Corinne A. Railey

Owner
Title

The Law Office of Corinne A. Railey
Agency/Organization

Date 7/13/2022

CONTRACT PROVIDER NAME: The Law Office of Corinne A. Railey

CONTRACT NUMBER: 12

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

PROVIDER'S FISCAL YEAR: January 1 - December 31

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

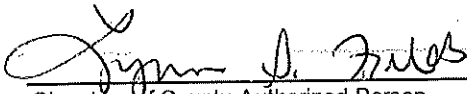
Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization—either Financial Assistance (Grant) or Vendor (Purchase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

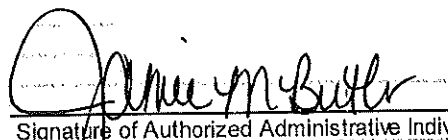
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE


Signature of County Authorized Person

8/10/2022
DATE


Signature of Authorized Administrative Individual

07/29/22
DATE

Revised effective 7-1-2013

**Contract # 3 Fiscal Year Begins January 1, 2022 Ends September 30, 2023
Janitorial Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Kelvin and Amy Morrissey DBA K & A Morrissey Cleaning Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's social security number is XXX-XX-4620 and DUNS Number NA (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) No Overdue Taxes (Attachment E)
- (5) State Certification (Attachment M)
- (6) Certification – Iran Divestment Act (Attachment N)
- (7) Internal Revenue Service Contract Language (Attachment O)
- (8) Janitorial Checklist (Attachment P)
- (9) 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 September 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 \$51000.00.

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed \$0.

6. Reversion of Funds: N/A

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.

SEP 2 11:49

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, Director County Sampson Mailing Address 360 County Complex Rd, Suite 100 City, State, Zip Clinton, NC 28328	Name & Title Lynn S Fields, Director County Sampson Street Address 360 County Complex Rd, Suite 100 City, State, Zip Clinton, NC 28328
Telephone 910-592-7131 Fax 910-592-3763 Email lynn.fields@sampsondss.net	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Kelvin Morrissey, Owner Company Name K & A Morrissey Cleaning Service Mailing Address 254 Hook Lane City State Zip Clinton, NC 28328	Name & Title Kelvin Morrissey, Owner Company Name K & A Morrissey Cleaning Service Mailing Address 254 Hook Lane City State Zip Clinton, NC 28328
Telephone 910-633-5896 Fax Email kelvinmorrissey@yahoo.com	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

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

Signature	Date
Kelvin Morrissey	Owner
Printed Name	Title

COUNTY

	9/1/2022
Signature <i>(must be legally authorized to sign contracts for DSS)</i>	Date
Lynn S. Fields	DSS Director
Printed Name	Title

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

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

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

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out 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. 204

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 #4

Federal Tax Id. XXX-XX-4620

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: K & A Morrissey Cleaning Service
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Janitorial Services
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

B. Explanation of Services to be provided: The Contractor shall furnish all labor, equipment and supplies necessary to perform professional janitorial services as outlined below:

DAILY SERVICE:

The following tasks will be performed each day, Monday through Friday, except holidays.

1. Empty all internal and external trash cans. Use plastic liners.
2. Deposit ALL trash and boxes in dumpsters or other designated container.
3. Sweep and wet mop all uncarpeted floors and mats (including entrance areas).
4. Vacuum all carpeted rugs and floors.
5. Clean and shine all chrome fixtures, including drinking fountains.
6. Clean glass surfaces, including entrance area and glass partitions.
7. Dust desk, bookcases, cabinets and other office furniture and clean underneath desk each day.
8. Report burned out light bulbs and tubes – anything that you think maintenance will need to fix.
9. Clean all lobby tables and straighten lobby chairs, books, magazines, brochures, etc.
10. Clean all Conference Room and Break Area tables, bookshelves, countertops, and credenzas
11. Restrooms
 - a. Replenish all restroom supplies in sufficient quantities to last all day.
 - b. Clean floors by using a wet mop with disinfectant cleaner or soap and water.
 - c. Wash and sanitize toilet seats and urinals.
 - d. Clean sinks.
 - e. Empty all bathroom trash.
 - f. Use disinfectant on all traps, drains, toilets, and urinals.
 - g. Wipe down bathroom stalls as needed
12. Empty external smoking stations
13. Spot clean carpet (or as needed)
14. Complete janitorial check list

BI-MONTHLY SERVICE:

1. Spray buff all tile, and terrazzo floors (or more frequently as needed to keep clean and shiny).

MONTHLY SERVICE:

1. Clean all air grills, diffusers, and fans.
2. Clean Venetian blinds.

SEMI-ANNUALLY:

1. Strip, re-wax, and buff all tile and linoleum floors (more often if necessary).
2. Shampoo or steam-clean all carpet (more often if necessary).
3. Wash and dry all glass windows and doors, inside and outside (by the end of September and March).
4. Clean all light lens, globes, any light fixtures and diffusers.

NORMAL JANITORIAL DUTIES:

1. Perform any other type of normal janitorial duties which may have been inadvertently omitted.
2. Keep janitorial supply area neat and clean at all times.
3. Provide a staff person from 10:00 to 2:00 Monday – Friday (AND evening hours each day) to perform additional janitorial services as needed in addition to the daily services described in this Scope and Specifications of Work
4. Complete JANITORIAL CHECKLIST (Attachment O) **each day.**

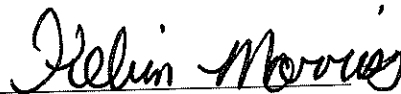
C. Rate per unit of Service (define the unit):
\$4,200. per month .

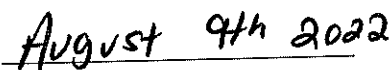
D. Details of Billing process and Time Frames: The Contractor shall submit an invoice monthly to the Department of Social Services for janitorial services rendered in the prior month. Invoices will be paid by the County the 10th day of each month.

E. Area to be served/Delivery site(s): Department of Social Services; First Floor; Building E; 360 County Complex Road; Clinton, NC 28328

Lynn S. Fields, Director

Date


Kelvin Morrissey


Date

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

K & A MORRISEY CLEANING SERVICE

254 Hook Lane
Clinton, NC 28328
(910) 633-5896

July 1, 2022

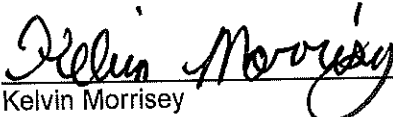
To: **Sampson County Department of Social Services**

Certification:

I certify that Kelvin Morrisey DBA K & A Morrisey Cleaning Service 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:

Kelvin Morrisey being duly sworn, say that I am the Owner of K & A Morrisey Cleaning Service 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.


Kelvin Morrisey

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

(Official Seal)


Notary Public Signature

My Commission expires September 10, 20 22

**MONICA M FLORES
NOTARY PUBLIC
Sampson County
North Carolina**

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 M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

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

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

Certifications

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

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

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

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

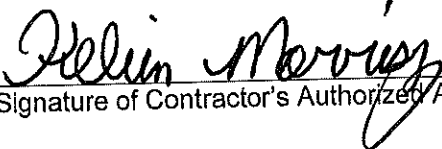
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

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

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

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

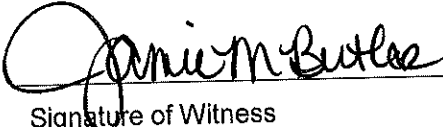
Contractor's Name: K & A Morrissey Cleaning Service


Signature of Contractor's Authorized Agent

August - 9th 2022
Date

Kelvin Morrissey
Printed Name of Contractor's Authorized Agent
Kelvin Morrissey

August - 9th 2022
Title
Owner


Signature of Witness

08/09/2022
Date

Printed Name of Witness

Title

Jamie M Butler

Business Officer I

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

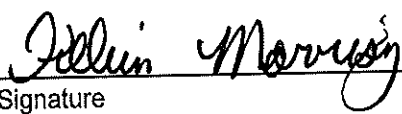
ATTACHMENT N

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

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

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

Vendor: K & A Morrissey Cleaning Service

By: 
Signature

August - 9th 2022
Date

Kelvin Morrissey
Printed Name

Owner
Title

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

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

ATTACHMENT O

INTERNAL REVENUE SERVICE CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1) All work will be done under the supervision of the contractor or the contractor's employees.
- 2) Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- 3) All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- 10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

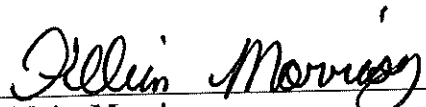
- 1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony

punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

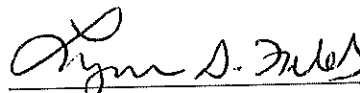
- 2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.


Kelvin Morrisey

August - 9th 2022
Date


Lynn S. Fields

8/10/2022
Date

**ATTACHMENT P
JANITORIAL CHECKLIST**

DATE _____

This list is to be completed daily and turned in by the end of each week to the agency Administrative Officer II.

Each category of service should be checked off as it is performed. If your answer to any item in a category of service is "NO", explain why the service was not performed in the comments section of this checklist.

Daily Service

- | Yes | No | |
|-----|-----|---|
| ___ | ___ | Empty all internal and external trash cans. Use plastic liners. |
| ___ | ___ | Deposit ALL trash and boxes in dumpsters or other designated container. |
| ___ | ___ | Sweep and wet mop all uncarpeted floors and mats (including entrance areas). |
| ___ | ___ | Vacuum Spot clean carpet all carpeted rugs and floors. |
| ___ | ___ | Clean and shine all chrome fixtures, including drinking fountains. |
| ___ | ___ | Clean glass surfaces, including entrance area, reception areas and glass partitions. |
| ___ | ___ | Dust desk, bookcases, cabinets and other office furniture and clean underneath desk each day. |
| ___ | ___ | Report burned out light bulbs and tubes – anything that you think maintenance will need to fix. |
| ___ | ___ | Clean all lobby tables and straighten lobby chairs, books, magazines, brochures, etc. |
| ___ | ___ | Clean all Conference Room and Break Area tables, bookshelves, countertops, and credenzas |
| ___ | ___ | Empty external smoking stations |

Restrooms

- | | | |
|-----|-----|---|
| ___ | ___ | a. Replenish all restroom supplies in sufficient quantities to last all day. |
| ___ | ___ | b. Clean floors by using a wet mop with disinfectant cleaner or soap and water. |
| ___ | ___ | c. Wash and sanitize toilet seats and urinals. |
| ___ | ___ | d. Clean sinks. |
| ___ | ___ | e. Empty all bathroom trash. |
| ___ | ___ | f. Use disinfectant on all traps, drains, toilets, and urinals. |
| ___ | ___ | g. Wipe down bathroom stalls as needed |

BI-MONTHLY SERVICE:

- | | | |
|-----|-----|--|
| ___ | ___ | Spray buff all tile, and terrazzo floors (or more frequently as needed to keep clean and shiny). |
|-----|-----|--|

MONTHLY SERVICE:

- | | | |
|-----|-----|--|
| ___ | ___ | Clean all air grills, diffusers, and fans. |
| ___ | ___ | Clean Venetian blinds. |

SEMI-ANNUALLY:

- | | | |
|-----|-----|---|
| ___ | ___ | Strip, re-wax, and buff all tile and linoleum floors (more often if necessary). |
| ___ | ___ | Shampoo or steam-clean all carpet (more often if necessary). |
| ___ | ___ | Wash and dry all glass windows and doors, inside and outside (September and March). |
| ___ | ___ | Clean all light lens, globes, any light fixtures and diffusers. |

COMMENTS:

CONTRACT PROVIDER NAME: K & A Morrissey Cleaning Service
 CONTRACT NUMBER: 3
 CONTRACT PERIOD: July 1 2022 - June 30, 2023
 PROVIDER'S FISCAL YEAR: January 1 - December 31

**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 Authorized Programmatic Individual

8-10-2022
 DATE


 Signature of Authorized Administrative Individual

08/09/2022
 DATE

**Contract #22 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Temporary Social Work Staff**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Vanguard Professional Staffing Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-2143318 and DUNS Number 073849460 (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 (checklist and forms) (Attachment I)
 - (11) Certification of Transportation (Attachment J)
 - (12) State Certification (Attachment M)
 - (13) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
 - (14) Vanguard Temporary Staffing Agreement
 - (15) 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 \$78,200.00. This amount consists of \$58,650.00 in Federal funds (CFDA #93.667), \$.00 in State Funds, \$19,550.00 in County funds

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

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$50,000.00.

- 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 455.108.

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	Myra J. Powell, President / CEO	Name & Title	Myra J. Powell, President CEO
Company Name	Vanguard Professional Staffing Inc	Company Name	Vanguard Professional Staffing Inc
Mailing Address	PO Box 8177	Mailing Address	PO Box 8177
City State Zip	Wilson, NC 27893	City State Zip	Wilson, NC 27893
Telephone	252-265-9033		
Fax	252-265-9024		
Email	michaela@vanguardprostaff.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

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

12. Outsourcing to Other Countries:

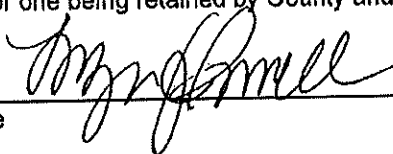
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

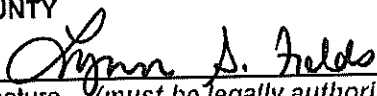
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

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

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

	7-13-22 Date
Myra J. Powell	President / CEO
Printed Name	Title

COUNTY

	7-13-22 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 David K. Clack, Finance Director	Date
---	------

**Attachment A
General Terms and Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance

supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle -- owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:
The contractor will maintain insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

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

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

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

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

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

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

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

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

Compliance with Applicable Laws

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

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service

data within one (1) hour after the breach is first discovered.

- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

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

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

Confidentiality

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

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation,

claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

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

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

E-Verify

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this

Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract,

pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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

**ATTACHMENT B
SCOPE OF WORK**

Contract #22

Federal Tax Id. 56-2143318

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Vanguard Professional Services Inc.
2. Telephone Number: 252-265-9033 Fax Number: 252-265-9024 Email: susanp@vanguardprostaff.com
3. Name of Program (s): Child Welfare Social Worker
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January through December

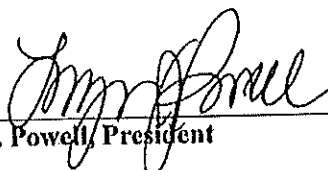
B. Explanation of Services to be provided and to whom (include SIS Service Code):
Social worker duties as specified in the addendum signed by the temporary employee.

C. Rate per unit of Service (define the unit):
Negotiated County Rate – up to \$54.25. per hour

D. Number of units to be provided:
No more than 1,955 hours within contract period

E. Details of Billing process and Time Frames;
Contractor will bi-weekly invoice for services rendered and Agency agrees to pay the invoice in full within thirty days of receipt.

F. Area to be served/Delivery site(s):
Sampson County and other areas as needed or directed by the agency - To Be Determined by the client's place of residence.



Myra J. Powell, President



Lynn S. Fields, Interim Director

7-13-22

Date

7-13-22

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).

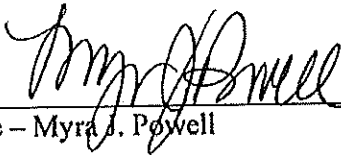
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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 – Myra J. Powell

President

Title

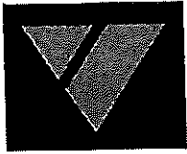
Vanguard Professional Staffing Inc.

Agency/Organization

7-13-22

Date

(Certification signature should be same as Contract signature.)



CONFLICT OF INTEREST

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

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 the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

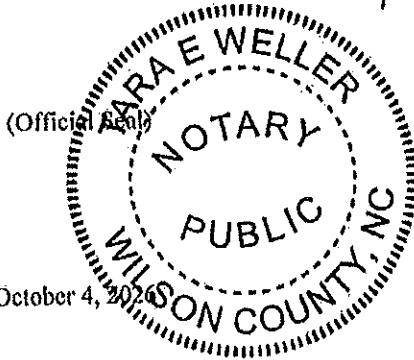
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Wilson

I, Tara E. Weller, Notary Public for said County and State, certify that Myra Powell personally appeared before me this day and acknowledged that she is President/CEO of Vanguard Professional Staffing, Inc. and by that authority duly given and as the act of the corporation, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors in a meeting held on the 2nd day of June, 2006.

Sworn to and subscribed before me this 13th day of July, 2022.



Tara E. Weller
Notary Public

My Commission expires October 4, 2026

Attached is the Conflict of Interest Policy for: Vanguard Professional Staffing, Inc.

Myra Powell
Signature of Corporation Official or Owner



Vanguard Professional Staffing

ATTACHMENT E

CORPORATE OFFICE

Post Office Box 8177
Wilson, North Carolina 27893
Phone: (252) 265-9033
Fax: (252) 265-9024
www.vanguardprostaff.com

July 13, 2022

To: Sampson County Department of Social Services

Certification:

I certify that Vanguard Professional Staffing, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We 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-10-1.

Sworn Statement:

Myra J. Powell, being duly sworn, says that she is the Owner of Vanguard Professional Staffing, Inc. of Wilson in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of her knowledge and was made and subscribed by her. She also acknowledges and understands that any misuse of State funds will be reported to the appropriate authorities for further action.

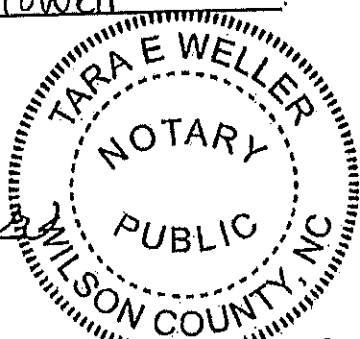
Officer

State of North Carolina, County of Wilson

Sworn to and subscribed before me on the 13th day of July, 2022 the date of said certification by Myra J. Powell

Tara E. Weller, Notary

Tara E. Weller
(Notary Signature and Seal)



My Commission Expires: October 4, 2026

Social Work and Human Services Staffing Solutions

Vanguard Professional Staffing, Inc.

Vanguard Supervised Visitation Services, Inc.

Eligibility Solutions, Inc.

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

ATTACHMENT F

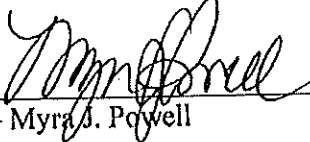
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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



Signature – Myra J. Powell

Vice President / CEO

Title

Vanguard Professional Staffing Inc.

Agency/Organization

7-13-22

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.

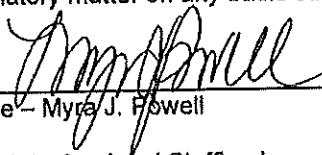
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, 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 - Myra J. Powell
Vanguard Professional Staffing Inc.

Agency/Organization

President / CEO
Title
7-13-22

Date

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

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

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

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

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


Signature - Myra J. Howell

President / CEO
Title

Vanguard Professional Staffing Inc.
Agency/Organization

7-13-22
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 Vanguard Professional Staffing Inc. ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Temporary Social Work Staff (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.

8. 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: 
Myra J. Powell
Vanguard Professional Staffing Inc.

Date: 7-13-22

Attachment M

State Certifications

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.ethicsecommission.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

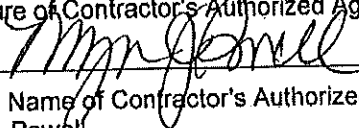
- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, 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: Vanguard Professional Staffing Inc.

Signature of Contractor's Authorized Agent



Date

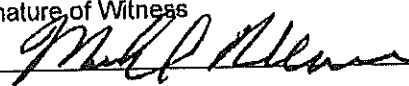
7-13-22

Printed Name of Contractor's Authorized Agent

Myra J. Powell

Title
President / CEO

Signature of Witness



Title

Admin asst.

Printed Name of Witness

Michael Hillman

Date 7-13-22

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)).



Signature -- Myra J Powell President
Title
Vanguard Professional Staffing Inc 7-13-22
Agency/Organization Date

NORTH CAROLINA
WILSON COUNTY

VANGUARD PROFESSIONAL STAFFING, INC.
TEMPORARY STAFFING AND
CONSULTATION AGREEMENT

11.13

THIS AGREEMENT, made and entered into on the date hereinafter stated, by and between VANGUARD PROFESSIONAL STAFFING, INC., a North Carolina corporation, with its principal office and place of business in Wilson, Wilson County, North Carolina, hereinafter called "Service Provider"; and SAMPSON COUNTY DSS, with its principal office and place of business in CLINTON, SAMPSON County, North Carolina, hereinafter called "Agency".

WITNESSETH:

WHEREAS, the Service Provider is a North Carolina corporation, having as its principal business the providing of temporary staffing and consultation services to human services agencies throughout North Carolina;

WHEREAS, the Service Provider employs individuals with varying degrees of experience who are able to provide staffing and consultation services to the Agency;

WHEREAS, the Agency, from time to time, is in need of the various services provided by the Service Provider, including staffing, payroll, consultation, or other developed services

WHEREAS, it is the intent of both the Service Provider and the Agency by this Agreement to set forth its terms and conditions.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1.0 Staffing.

- a) **Agency Employs Service Provider.** The Agency hereby employs the Service Provider to provide temporary staffing, specialty staffing, consultation, payroll, or other services to its human services agency by making qualified staff available to the Agency. The Service Provider accepts such employment, agrees to provide staffing to perform such services as may be reasonably set forth from time to time by the Agency. The Agency and the Service Provider will sign an Addendum to this Agreement upon the parties agreeing to a particular service to be provided by an agreed-upon employee. The Addendum will specify the services to be rendered, the compensation to be paid, the projected time period of employment, and other pertinent information.
- b) **Agency Approval.** The Agency reserves the right to approve any Staff person(s) assigned by the Service Provider to perform the services that are the subject of this agreement. In the event the Agency becomes dissatisfied with a Staff person performing services pursuant to this agreement, the Service Provider shall remove that person. Agency will identify Staff Persons for payroll services.

2.0 Term. The term of this Agreement between the Agency and the Service Provider shall begin on the **FIRST** day of **JULY, 2022**, and shall continue until the relationship is terminated as herein provided.

3.0 Termination. The relationship between the Agency and the Service Provider shall terminate as follows:

- a) Upon thirty (30) days written notice given by either party to the other;
- b) Upon the mutual written consent of both parties;
- c) Upon the liquidation of either business entity.

In the event of such termination, the Agency shall pay the Service Provider for the services actually rendered to it by the Service Provider's Staff and the Service Provider shall pay the Agency any sums due it.

4.0 Compensation and Benefits. The compensation and other benefits for each staffing, consultation, payroll, or other services contract shall be set out in a separate Addendum attached hereto that shall be executed by the Agency and the Service Provider and which is deemed incorporated herein by reference. ALL EMPLOYEES OF THE SERVICE PROVIDER (OR THOSE OF THE AGENCY WHO ARE PAYROLLED), WHO WORK

MORE THAN 40 HOURS IN A WORK WEEK MUST, BY FEDERAL LAW, BE COMPENSATED BY THE AGENCY AT TIME-AND-A-HALF.

- 5.0 **Payment Terms.** The Service Provider will provide the Agency with bi-weekly invoices for services rendered, unless specified otherwise in the Addendum. The Agency agrees to pay the invoices in full within thirty (30) days of receipt.
- 6.0 **Confidentiality.**
- a) **Confidential Information of the Service Provider.** The Agency acknowledges that the Service Provider's methods of sales and service and other information of a secret or confidential nature, which is required to be maintained as such for the continued success of the Service Provider and its business is valuable special and proprietary information. It is a unique asset of the Service Provider that is collectively deemed to be a trade secret. The Agency agrees to hold in confidence and not to disclose or use for its benefit any confidential or proprietary information received from the Service Provider during the term of this Agreement and subsequent extensions and continuations thereof. This includes solicitation of employees of the Service Provider for permanent or other positions of the Agency prior to placement through the Service Provider, and sharing of resumes or names of employees of the Service Provider with other agencies seeking potential employees. All conditions for solicitation of Service Provider's employees are contained in Article 7.0 below.
- c) **Confidential Information of the Agency's Clients.** The Service Provider acknowledges that the Clients of the Agency and information relating to Clients of the Agency is confidential information under the laws of the State of North Carolina and agrees to keep such information confidential.
- 7.0 **Soliciting Service Provider Employees.** The Agency may solicit the Employee of the Service Provider to permanent employment with the Agency after 688 hours of employment per placement through the Service Provider. If the Agency desires to solicit the Employee for permanent employment prior to required time, the Agency agrees to pay the Service Provider one-third (1/3) of the remainder of the required period cost. After the required time of the employee providing services to the Agency pursuant to this agreement the Agency may employ the employee without any additional cost. The Agency is not obligated to hire into permanent status any employee of the Service Provider.
- 8.0 **Expenses, Including Travel of Employee.** The Agency agrees to pay for assigned work-related travel of an Employee of the Service Provider. Mileage rate will be at the current rate used by the Agency. Agency will reimburse the Service Provider's employee directly, unless otherwise stated in the Addendum. (If Agency desires for Service Provider to pay travel and other related expenses to Employee and bill the Agency, an additional administrative fee of 20% will be added to the total mileage invoiced amount.) In addition, the Agency will pay such other business expenses as agreed upon by the Service Provider and the Agency at the time of the execution of their Addendum.
- 9.0 **Supplies and Facilities.** The Agency shall provide the Service Provider's staff with adequate supplies, facilities, and other services suitable to their position and adequate for the performance of their duties. The Agency acknowledges that the majority of the services to be rendered will be provided at the Agency's place of business.
- 10.0 **Supervision.** The Agency shall provide the Service Provider's staff with adequate instruction and supervision on a day-to-day basis, and is responsible for monitoring performance for compliance with Agency work standards.
- 11.0 **Independent Contractual Relationship.** The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master or servant of the other party for any purpose, and that neither has any general authority to enter into any contract, to assume any obligations or to make any warranties or representations on behalf of the other. Further, nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer employee, or a joint venture relationship between the Agency and the Service Provider. As an independent contractor, the Service Provider agrees that neither it nor its employees are employee(s) of the Agency, that the Agency is not

required to provide the Service Provider or its employees with worker's compensation insurance or any other insurance coverage or benefits, and that the Service Provider is responsible for all federal and state income, Social Security, Medicare, unemployment and disability taxes for its employees. EXCEPTION: Payrolled employees are temporary employees of the Agency, and are identified as such in the Addendum to this contractual agreement.

- 12.0 **Insurance.** The Service Provider agrees to maintain and not terminate all required insurance throughout the contract period.
- 13.0 **Indemnification.** The Agency and the Service Provider agree to hold each other harmless from and against any and all claims, demand, liabilities, suits, actions, losses, damages, costs, expenses and reasonable attorney's fees arising from the other party's negligent performance or breach of its obligations under this Agreement.
- 14.0 **Miscellaneous.**
 - a) **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the provisions hereof, and the Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.
 - b) **Governing Law.** The Contract shall be subject to and governed by the laws of the State of North Carolina.
 - c) **Amendments.** The Agreement may not be amended, added to, or changed except by written agreement signed by the Agency and the Service Provider.
 - d) **Assignment.** Neither this Contract nor any rights or obligations created therein shall be assigned by the Agency without the express written consent of the Service Provider.
 - e) **Notices.** All notices provided for herein shall be in writing and served upon the parties at the then-current mailing address for each party.
 - f) **Non-Exclusive.** Both parties agree that this agreement is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.
 - g) **Employment.** We are an Equal Employment Opportunity Employer.

IN WITNESS WHEREOF, the Agency and the Service Provider caused this Agreement to be signed in the name by its officers duly authorized to do so.

VANGUARD PROFESSIONAL STAFFING, INC.

By: *Myra J Powell*
Myra J Powell President / CEO

07/01/2022

Date

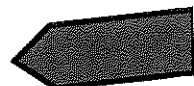
AGENCY: SAMPSON COUNTY DSS

By: *Lynn S. Fields*
Interim Director - Lynn S. Fields

7-13-2022
Date

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

(Signature of Finance Officer)



CONTRACT PROVIDER NAME: Vanguard Professional Staffing Inc.

CONTRACT NUMBER: 22

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

PROVIDER'S FISCAL YEAR: January 1 - December 31

**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	Purchase of Service
	YES	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

Lynda S. Fules
Signature of County Authorized Person

7-13-2022
DATE

Janice M Butler
Signature of Authorized Administrative Individual

7-13-2022
DATE

**Contract #5 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Adult Day Health Care Center Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and the Sampson County Department of Aging (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 56-6000338 and DUNS Number 040044067 (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (7) State Certification (Attachment M)
- (8) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (9) 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 \$3,360.00. This amount consists of \$1,536.00 in Federal funds (CFDA #93.667), \$1,400.00 in State Funds, \$424.00 in County funds

a. There are no matching requirements from the Contractor.

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

In-kind

Cash

Cash and In-kind

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, Director County Sampson Mailing Address 360 County Complex Rd, Suite 100 City, State, Zip Clinton, NC 28328	Name & Title Lynn S Fields, Director County Sampson Street Address 360 County Complex Rd, Suite 100 City, State, Zip Clinton, NC 28328
Telephone 910-592-7131 Fax 910-592-3763 Email lynn.fields@sampsondss.net	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Dana Hall, Director Company Name Sampson County Dept. of Aging Street Address 405 County Complex Rd, Suite 140 City State Zip Clinton, NC 28328	Name & Title Dana Hall , Director Company Name Sampson County Department of Aging Street Address 405 County Complex Rd, Suite 140 City State Zip Clinton, NC 28328
Telephone 910-592-4653 Fax 910-591-2142 Email dhall@sampsonnc.com	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

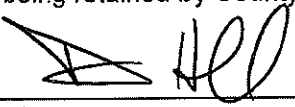
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

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

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

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

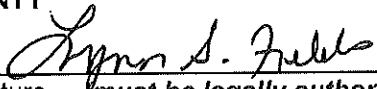


Signature 8-10-22
Date

Dana Hall Aging Director

Printed Name Title

COUNTY



Signature *(must be legally authorized to sign contracts for DSS)* 8-18-2022
Date

Lynn S Fields DSS 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 – David K. Clack Date

12. Outsourcing to Other Countries:

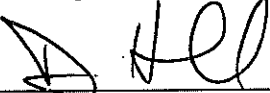
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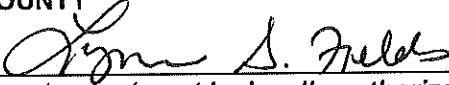
 8-10-22

Signature Date

Dana Hall Aging Director

Printed Name Title


COUNTY

 8-18-22

Signature *(must be legally authorized to sign contracts for DSS)* Date

Lynn S Fields DSS 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 – David K. Clack Date

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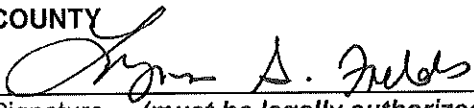
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Signature 8-10-22
Date

Dana Hall Aging Director
Printed Name Title

COUNTY



Signature (must be legally authorized to sign contracts for DSS) 8-18-2022
Date

Lynn S Fields DSS 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 – David K. Clack Date

Attachment A
General Terms and Conditions

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this

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

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

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

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

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

Intellectual Property Rights Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a

claim of copyright or other property interest in such deliverables.

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

Compliance with Applicable Laws

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

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

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

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

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

a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

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

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

Confidentiality

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

Oversight

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

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

Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

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

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

E-Verify

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B
SCOPE OF WORK**

Contract #5

Federal Tax Id. 56-6000338

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Sampson County Department of Aging
2. Telephone Number: 910-592-4653 Fax Number: 910-591-2142 Email: danah@sampsonnc.com
3. Name of Program (s): Adult Day/Health Care Services
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

Service Code 155 – Day/Health Care Services for Adults – Daily Care means the provision of an organized program of services during the day in a community group setting for the purpose of supporting an adult's personal independence, and promoting his social, physical, and emotional well-being. Services must include a preadmission health assessment; assistance with activities of daily living including feeding, ambulation, or toileting as needed by individual participants; health care monitoring of each participant's general health and medical regimen, which includes documenting the periodic assessment of the vital signs, weight, dental health, general nutrition, and hygiene of each participant; documenting and reporting changes in health status to caretakers; assistance to participants and caretakers with medical treatment plans, diets, and referrals as needed; health education programs for all participants and health care counseling tailored to meet the needs of participants and caretakers. Also included are medical examinations required for individual participants admission to day health and periodically thereafter when not otherwise available without cost, food and food services to provide a nutritional meal and snacks as appropriate to the program. Services must be provided in a home or center certified to meet State Standards for adult day health or combination adult day care/adult day health.

C. Rate per unit of Service (define the unit):

Negotiated County Rate - \$40. per unit for Service Code 155

D. Number of units to be provided:

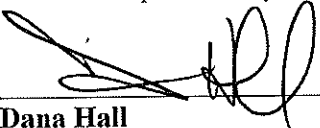
84 Units within contract year

E. Details of Billing process and Time Frames;

The Contractor will bill the Sampson County Department of Social Services monthly for services provided to eligible clients. The Sampson County Department of Social Services is not responsible for units of services provided to clients who are not eligible at the time service is delivered. The Contractor is responsible for contacting the Sampson County Department of Social Services Adult Services Supervisor or Social Worker to ensure a client is eligible prior to providing services to any client. Any services provided to ineligible clients will not be reimbursed by the County to the Contractor. The County will pay the Contractor monthly for eligible services rendered.

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

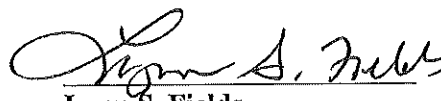
Sampson County and other areas as needed or directed by the agency



Dana Hall

8-10-22

Date



Lynn S. Fields

8-18-22

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. §²⁵⁷794), which prohibits discrimination on the basis of handicaps;

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



Signature

Aging Director

Title

Sampson County Department of Aging

Agency/Organization

8-10-22

Date

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Sampson County Department of Aging

Name of Organization

Dana Hall
Signature – Dana Hall

8-10-22
Date

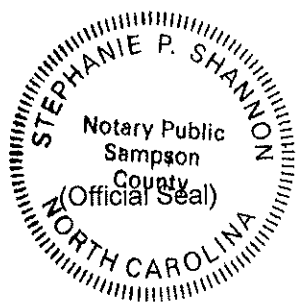
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Stephanie P. Shannon, Notary Public for said County and State, certify that Dana Hall personally appeared before me this day and acknowledged that he/she is Director of the Sampson County Department of Aging 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.

Sworn to and subscribed before me this 10th day of August, 2022



Stephanie P. Shannon
Notary Public Signature

My Commission expires 11/13, 20 22

ATTACHMENT F

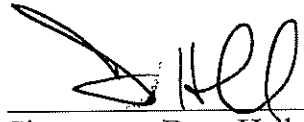
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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



Signature – Dana Hall

Aging Director
Title

Sampson County Department of Aging
Agency/Organization

8-10-22
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 is 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: Sampson County Department of Aging

Contractor's Authorized Agent: Signature  Date 8-10-21

Printed Name Dana Hall Title Aging Director

Witness: Signature  Date 08/10/2021

Printed Name Jamie M Butler Title Business Officer

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 (ITY) 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 – Dana Hall

Aging Director

Title

Sampson County Department of Aging

Agency/Organization

8-10-22

Date

CONTRACT PROVIDER NAME: Sampson County Department of Aging

CONTRACT NUMBER: _____ 5

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

PROVIDER'S FISCAL YEAR: July - June

**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

Thym S. Fields
Signature of Authorized Programmatic Individual

8-18-2022
DATE

Janie McBill
Signature of Authorized Administrative Individual

08/10/2022
DATE

**Contract # 54 Fiscal Year Begins October 1, 2022 Ends June 30, 2023
Janitorial Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Just -Rite Cleaning Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's FID number is 83-0343233.

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) No Overdue Taxes (Attachment E)
- (5) State Certification (Attachment M)
- (6) Certification – Iran Divestment Act (Attachment N)
- (7) Internal Revenue Service Contract Language (Attachment O)
- (8) Janitorial Checklist (Attachment P)
- (9) 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 October 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 \$51000.00.

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$0.

6. Reversion of Funds: N/A

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, Director	Name & Title	Lynn S Fields, 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	910-592-3763		
Email	lynn.fields@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Evelyn Fryar, Owner	Name & Title	Evelyn Fryar, Owner
Company Name	Just- Rite Cleaning Service	Company Name	Just-Rite Cleaning Service
Mailing Address	490 Cecil Odie Rd	Mailing Address	490 Cecil Odie Rd
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-9097		
Fax			
Email	<i>ecfryar@earthlinkmail.com</i>		

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.

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

13. Federal Certifications:

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

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

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

Evelyn Fryar 8-30-2012
Signature Date

Evelyn Fryar Owner
Printed Name Title

COUNTY
Lynn S. Fields 8/30/2012
Signature (must be legally authorized to sign contracts for DSS) Date

Lynn S. Fields DSS Director
Printed Name Title

Edwin W. Causey _____
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.

David Clack _____
Signature of County Finance Officer Date

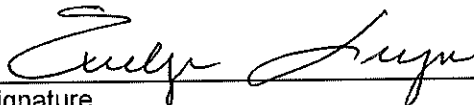
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

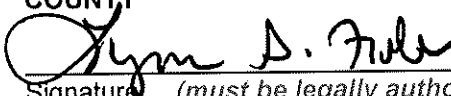
13. Federal Certifications:

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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
Evelyn Fryar	Owner
Printed Name	Title

COUNTY 	8/30/2022
Signature <i>(must be legally authorized to sign contracts for DSS)</i>	Date
Lynn S. Fields	DSS Director
Printed Name	Title

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

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

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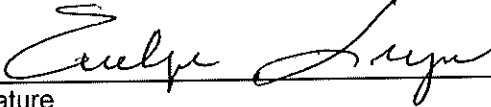
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

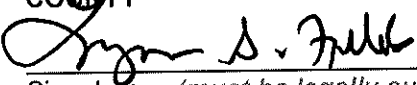
13. Federal Certifications:

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.

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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
Evelyn Fryar	Owner
Printed Name	Title

COUNTY	
	8/30/2022
Signature (must be legally authorized to sign contracts for DSS)	Date
Lynn S. Fields	DSS 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 Officer David Clack	Date
--	------

General Terms and Conditions

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-

owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

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

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

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

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

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

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

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

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

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

Compliance with Applicable Laws

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

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

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

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

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

Trafficking Victims Protection Act of 2000 :

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

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

Confidentiality

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

Oversight

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

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

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

Warranties and Certifications

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

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

E-Verify

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B
SCOPE OF WORK**

Contract #4

Federal Tax Id. 83-0343233

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Just-Rite Cleaning Service
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Janitorial Services
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

B. Explanation of Services to be provided: The Contractor shall furnish all labor, equipment and supplies necessary to perform professional janitorial services as outlined below:

DAILY SERVICE:

The following tasks will be performed each day, Monday through Friday, except holidays.

1. Empty all internal and external trash cans. Use plastic liners.
2. Deposit ALL trash and boxes in dumpsters or other designated container.
3. Sweep and wet mop all uncarpeted floors and mats (including entrance areas).
4. Vacuum all carpeted rugs and floors.
5. Clean and shine all chrome fixtures, including drinking fountains.
6. Clean glass surfaces, including entrance area and glass partitions.
7. Dust desk, bookcases, cabinets and other office furniture and clean underneath desk each day.
8. Report burned out light bulbs and tubes – anything that you think maintenance will need to fix.
9. Clean all lobby tables and straighten lobby chairs, books, magazines, brochures, etc.
10. Clean all Conference Room and Break Area tables, bookshelves, countertops, and credenzas
11. Restrooms
 - a. Replenish all restroom supplies in sufficient quantities to last all day.
 - b. Clean floors by using a wet mop with disinfectant cleaner or soap and water.
 - c. Wash and sanitize toilet seats and urinals.
 - d. Clean sinks.
 - e. Empty all bathroom trash.
 - f. Use disinfectant on all traps, drains, toilets, and urinals.
 - g. Wipe down bathroom stalls as needed
12. Empty external smoking stations
13. Spot clean carpet (or as needed)
14. Complete janitorial check list

BI-MONTHLY SERVICE:

1. Spray buff all tile, and terrazzo floors (or more frequently as needed to keep clean and shiny).

MONTHLY SERVICE:

1. Clean all air grills, diffusers, and fans.
2. Clean Venetian blinds.

SEMI-ANNUALLY:

1. Strip, re-wax, and buff all tile and linoleum floors (more often if necessary).
2. Shampoo or steam-clean all carpet (more often if necessary).
3. Wash and dry all glass windows and doors, inside and outside (by the end of September and March).
4. Clean all light lens, globes, any light fixtures and diffusers.

NORMAL JANITORIAL DUTIES:

1. Perform any other type of normal janitorial duties which may have been inadvertently omitted.

2. Keep janitorial supply area neat and clean at all times.
3. Provide a staff person from 10:00 to 2:00 Monday – Friday (AND evening hours each day) to perform additional janitorial services as needed in addition to the daily services described in this Scope and Specifications of Work
4. Complete JANITORIAL CHECKLIST (Attachment O) **each day**.

C. Rate per unit of Service (define the unit):

\$4,200. per month .

D. Details of Billing process and Time Frames: The Contractor shall submit an invoice monthly to the Department of Social Services for janitorial services rendered in the prior month. Invoices will be paid by the County the 10th day of each month.

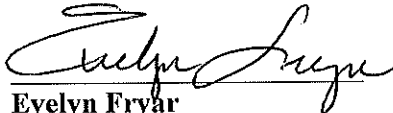
E. Area to be served/Delivery site(s): Department of Social Services; First Floor; Building E; 360 County Complex Road; Clinton, NC 28328



Lynn S. Fields, Director

8/30/2022

Date



Evelyn Fryar

8-30-2022

Date

ATTACHMENT E
NO OVERDUE TAX DEBTS

JUST -RITE CLEANING SERVICE

490 Cecil Odie Rd
Clinton, NC 28328
(910) 592-9097

October 1, 2022

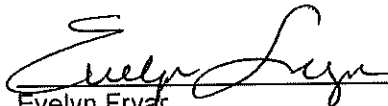
To: **Sampson County Department of Social Services**

Certification:

I certify that Just-Rite Cleaning Service 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:

Evelyn Fryar being duly sworn, say that I am the Owner of Just-Rite Cleaning Service 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.


Evelyn Fryar

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


(Official Seal)


Notary Public Signature

My Commission expires August 13, 20 25

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 M

State Certification

Instructions

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

1The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:

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

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:
- Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;

- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Just-Rite Cleaning Service

Evelyn Fryar

Signature of Contractor's Authorized Agent

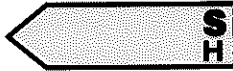
Date

Evelyn Fryar

Printed Name of Contractor's Authorized Agent

Title
Owner

Evelyn Fryar



Signature of Witness

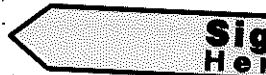
Date

Printed Name of Witness

Title

Jamie M Butler

Business Officer I



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

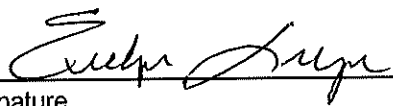
ATTACHMENT N

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

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

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

Vendor: Just-Rite Cleaning Service

By:  8-30-2022
 Signature Date
Evelyn Fryar Owner
 Printed Name Title

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

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

ATTACHMENT O

INTERNAL REVENUE SERVICE CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1) All work will be done under the supervision of the contractor or the contractor's employees.
- 2) Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as

confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

- 3) All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- 10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

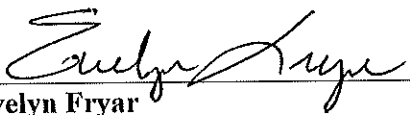
- 1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or


imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

- 3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.


 Evelyn Fryar
 8-30-2022
 Date


 Lynn S. Fields
 8/30/2022
 Date

**ATTACHMENT P
 JANITORIAL CHECKLIST**

DATE _____

This list is to be completed **daily** and turned in by the end of each week to the agency Administrative Officer II.

Each category of service should be checked off as it is performed. If your answer to any item in a category of service is "NO", explain why the service was not performed in the comments section of this checklist.

		Daily Service
Yes	No	
___	___	Empty all internal and external trash cans. Use plastic liners.
___	___	Deposit ALL trash and boxes in dumpsters or other designated container.
___	___	Sweep and wet mop all uncarpeted floors and mats (including entrance areas).
___	___	Vacuum Spot clean carpet all carpeted rugs and floors.
___	___	Clean and shine all chrome fixtures, including drinking fountains.
___	___	Clean glass surfaces, including entrance area, reception areas and glass partitions.

___ ___ Dust desk, bookcases, cabinets and other office furniture and clean underneath desk each day.
___ ___ Report burned out light bulbs and tubes – anything that you think maintenance will need to fix.
___ ___ Clean all lobby tables and straighten lobby chairs, books, magazines, brochures, etc.
___ ___ Clean all Conference Room and Break Area tables, bookshelves, countertops, and credenzas
___ ___ Empty external smoking stations

Restrooms

- ___ ___ a. Replenish all restroom supplies in sufficient quantities to last all day.
- ___ ___ b. Clean floors by using a wet mop with disinfectant cleaner or soap and water.
- ___ ___ c. Wash and sanitize toilet seats and urinals.
- ___ ___ d. Clean sinks.
- ___ ___ e. Empty all bathroom trash.
- ___ ___ f. Use disinfectant on all traps, drains, toilets, and urinals.
- ___ ___ g. Wipe down bathroom stalls as needed

BI-MONTHLY SERVICE:

___ ___ Spray buff all tile, and terrazzo floors (or more frequently as needed to keep clean and shiny).

MONTHLY SERVICE:

___ ___ Clean all air grills, diffusers, and fans.
___ ___ Clean Venetian blinds.

SEMI-ANNUALLY:

___ ___ Strip, re-wax, and buff all tile and linoleum floors (more often if necessary).
___ ___ Shampoo or steam-clean all carpet (more often if necessary).
___ ___ Wash and dry all glass windows and doors, inside and outside (September and March).
___ ___ Clean all light lens, globes, any light fixtures and diffusers.

COMMENTS:

CONTRACT PROVIDER NAME: Just-Rite Cleaning Services

CONTRACT NUMBER: 54

CONTRACT PERIOD: October 1, 2022 - June 30, 2022

PROVIDER'S FISCAL YEAR: January 1 - December 31

**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 Authorized Programmatic Individual

DATE


Signature of Authorized Administrative Individual

DATE

08/30/2022

Sampson County Department of Aging Services
Assistance Policy
For the 2022 Cycle of the
Urgent Repair Program

What is the Urgent Repair Program? Sampson County has been awarded \$132,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2022 cycle of the Urgent Repair Program (“URP22”). This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of 10 households will be assisted under URP22.

This Assistance Policy describes who is eligible to apply for assistance under URP22 how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. Sampson County has designed this URP22 project to be fair, open, and consistent with the County’s approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund and Agency funds. Additional funds for construction costs are provided by Home and Community Care Block Grant by the North Carolina Division of Aging in the amount of \$13,200.

Eligibility To be eligible for assistance under URP22 applicants

- 1) must reside within the county limits of the County of Sampson and own and occupy the home in need of repair
- 2) must have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- 3) must have a special need (i.e. be elderly, ≥ 62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with ≥ 5 household members or a household with a child below the age of six with lead hazards in the home).
- 4) must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs

URP22 Income Limits* for Sampson County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$16,650	\$27,750
2	\$19,000	\$31,750
3	\$21,400	\$35,700
4	\$23,800	\$39,650
5	\$25,700	\$42,850
6	\$27,600	\$46,000
7	\$29,500	\$49,200
8	\$31,400	\$52,350

*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.

Outreach Efforts of the Urgent Repair Program Sampson County will advertise or publish an article about the Urgent Repair Program in the local newspaper serving the County (The Sampson Independent), at senior centers throughout the County, and on the County's website.

Selection of applicants The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System for Sampson County's URP22

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Disabled, Elderly or Veteran Head of Household (62 or older)	4
Disabled, Elderly, or Veteran Household Member (not Head of Household)	3
Single-Parent Household (with one or more children in the home)	3
Large Family (5 or more permanent residents)	2
Emergency (may submit without regard to application deadlines)	2
Child under six years of age with lead hazards in the home	2
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	10
30% to 50% of County Median Income	5

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP22.

Recipients of assistance under the URP22 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

The definitions of special needs populations under URP22 are:

- *Elderly:* An individual aged 62 or older.
- *Emergency:* A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and evaluated on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family:* A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.

- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Veteran:* A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.
- *Child with lead hazards in the home:* a child below the age of six living in the applicant house which contains lead hazards.

Client Referral and Support Services Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in the County and provide pamphlets and a list of the agencies with contact information. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.

What is the form of assistance under URP22? The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the County's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP22 is \$12,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP22 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? The County is obligated under URP22 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the County will invite bids only from contractors who are part of an "approved contractors' registry". Please request a copy of the County's Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors that are not on the County's Approved Contractors Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the County of Sampson URP22, what work can be done, and who will do it, let's go through all the major steps in the process:

- 1. Completing an Application form:** Homeowners who wish to apply for assistance must do so by October 14, 2022. Apply by contacting Angela Faircloth, Information/Referral and Options Counselor, at (910) 592-4653. Proof of ownership and income will be required. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new application will need to be submitted.
- 2. Preliminary inspection:** The County's Rehabilitation Specialist will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
- 3. Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 31, 2022. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. Applicants not receiving notification by November 30, 2022 that they were chosen may contact Angela Faircloth, Information/Referral and Options Counselor, at (910) 592-4653 to confirm the disposition of the application.
- 4. Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
- 5. Work write-up:** The County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
- 6. Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.

- 7. Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the County's Community Development office at a specified date and time, with all bidders and the homeowner invited to attend.
- 8. Contractor selection:** Within 24 hours of the bid opening and after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.
- 9. Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of \$12,000 will be included in the loan document.
- 10. Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the County will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date within 24 hours of the pre-construction meeting.
- 11. Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP22. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
- 12. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of Sampson County. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner.

13. Payments to contractor: The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy.

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

15. Closeout: Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

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

- Applications available to the public starting September 13, 2022.
- Applications must be completed and turned into the Sampson County Department of Aging by 5:00pm on October 14, 2022.
- Households selected from applications on October 31, 2022.
- All rehabilitation work must be under contract by October 13, 2023.
- All rehabilitation work must be completed by December 31, 2023.

How do I request an application? Just contact:

Angela Faircloth
Sampson County Department of Aging
405 County Complex Rd; Suite 140 (Building B)
Clinton, NC 28328
910-592-4653

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

During the application process:

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

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If it is found that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the County's Community Development Director.
4. Should the mediation conference fail to resolve the dispute, the Community Development Director will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, or member of the County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP22 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board of Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the County Commissioners and written permission from NCHFA.

What about favoritism? All activities under URP22, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to **race, color, religion, national origin, sex, familial status and disability.**

Who can I contact about URP22? Any questions regarding any part of this application or program should be addressed to:

Angela Faircloth
Sampson County Department of Aging
405 County Complex Rd; Suite 140
Clinton, NC 28328
910-592-4653

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____ day of _____ 20__.

County Manager

Notary Public

**North Carolina Housing Finance Agency
Urgent Repair Program (URP22)
Post-Approval Documentation**

URP2233	Sampson County
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A. Instructions

Your Application for Funding was approved for the requested amount. The numbers in the table in section E below reflect the numbers from your application and represent the required performance standards for your URP22 award. If you agree with the amounts listed, please provide the information and documentation requested below and return this Post Approval Documentation packet to Sarah Zinn, Housing Rehabilitation Officer who will serve as your case manager throughout your project. All proposed changes to these performance standards will require Agency approval and should result in no net loss of application rating points.

B. Local Matching Funds (*Attach*)

Your Application for Funding stated that other funds would be available to assist with repairs/modifications of your proposed housing units. Please provide documentation, from the funding source, for each source of local matching funds. The table immediately below summarizes the proposed amount of matching funds according to your application.

Source of Funds	Amount
Council on Aging funds	\$13,200
Total of local matching funds committed to the URP22 project	\$13,200

C. Assistance Policy (*Attach*)

Because URP beneficiaries are not necessarily pre-selected and approved through a public hearing process, it is especially important that URP recipients *adopt* an assistance policy that thoroughly and clearly identifies criteria for eligibility for assistance, and for prioritizing applicants once they have been determined eligible. This policy should be fair, open and non-discriminatory. In addition, other facts, policies and procedures affecting potential applicants and/or recipients of assistance should be spelled out in your assistance policy. **Please submit your proposed Assistance Policy as part of the completed Post Approval Documentation.**

D. Procurement and Disbursement Policies (*Attach*)

URP Recipients must submit a copy of their Procurement Policy that is specific to URP22 and is written in accordance 2 CFR 200, and a copy of their Disbursement Policy to the Agency for review and approval.

E. Service Area Requirements

The Application for funding was approved based partly on your targets for Program assistance by service area and the percentages of Program funding to be spent in each county within the service area. Your required targets (based on your requested amount), broken out by county, are shown in the table below.

Service Area	Proposed # of Units	Program Funds
Sampson	12	\$132,000
TOTAL	12	\$132,000

F. Bonding/Honesty and Fidelity Insurance Coverage (Attach)

Recipients must submit evidence that honesty and fidelity insurance coverage is available in an amount not less than 50% of your URP22 funding allocation. This must be in the form of a letter from the recipient's insurer identifying the policy by number, the amount of coverage, the effective date, the positions covered by the policy, and containing a statement that NCHFA will be notified in writing if the coverage is discontinued or reduced. For self-insured units of government, the acceptable evidence of insurance will be a letter from the unit's chief financial officer or manager, stating that the unit maintains a self-insurance fund in an amount adequate to provide honesty and fidelity coverage equal to 50% of the URP22 allocation. The letter must state that the recipient will notify NCHFA in writing if the self-insurance is discontinued or reduced to a level that no longer provides the required 50% coverage.

G. Fiscal Year and Audits (Complete this section)

Recipients will be required to submit reports as required under NC State General Statute 143C-6-23 (Non-Government Organizations) or NC State General Statute 159-34 (Units of Local Government)

Fiscal year begins July 1 and ends June 30.

H. Acknowledgement of Audit Compliance Reporting Responsibilities (Attach)

Please have the financial person from your organization, responsible for coordinating the annual audit, complete and sign the enclosed "Audit Compliance Responsibilities" form, acknowledging its receipt. Then, return it with the completed PAD.

I. Organizational Documents (Not Applicable)

1. Recipients who are not units of government must supply copies of their organizational documents, including articles of incorporation, by laws and a listing of all directors, officers and staff.
2. Recipients that are private-nonprofit organizations must forward a notarized copy of their Conflict of Interest policy, in accordance with G.S. 143C-6-23, to the Agency, which addresses conflicts of interest that may arise involving any member of the recipient's management, board of directors or other governing body.
3. Recipients that are private nonprofit organizations must provide a written statement, made under oath and completed by the organizations board of directors or appropriate governing body, stating that the organization does not have any overdue taxes, as defined by G.S. 105-243.1.

J. W9 Tax ID and Direct Deposit (Attach)

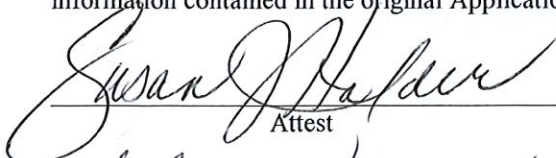
1. Enclosed is the Form W-9 Request for Taxpayer Identification Number and Certification. Please complete this form with the requested information and return the completed form with the PAD.
2. Also, enclosed is the form for electronic payments, which will allow for direct deposit of Program funds into your designated checking account. Please complete this form with the requested information and return the completed form with the PAD.

K. Intergovernmental Agreement (Not Applicable)

Please provide a copy of an intergovernmental agreement between your governmental entity and the governmental entity in which you will be providing services under URP22, as required by GS 160-456.

L. Certifications

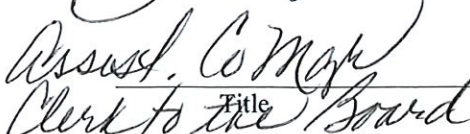
The Recipient certifies that: 1) there have been no changes in the key personnel or their roles as identified in section III. B of the Application for Funding; or 2) the Recipient has submitted a written request to the Agency indicating the change(s) in personnel and/or their roles accompanied by a detailed resume for each. The Recipient certifies that the information, provided herein and herewith, is complete and accurate and that, if approved by the North Carolina Housing Finance Agency, it will be made part of the Funding Agreement by reference, superseding any conflicting information contained in the original Application for funding without otherwise affecting said Application.



Attest



Authorized Signature



Assistant County Manager
Clerk to the Board
Title
8/1/22
Date



County Manager
8/1/22
Title
Date



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: August 31, 2022

SUBJECT: FY 22-23 Forestry Contract

Attached please find the agreement between the County and the State Department of Agriculture and Consumer Services. This agreement is for the protection, development, and improvement of forest lands in Sampson County.

This is the agreement that we sign annually with the State. The agreement amount has been included in the FY 22-23 budget.

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 499,734.00
Total Cooperative Appropriation

\$ 299,841.00 State

\$ 199,893.00 County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LANDS IN SAMPSON COUNTY NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **SAMPSON COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **SAMPSON COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
 - A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
 - B) 2 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

- C) **0.17** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
 - D) **2** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
 - E) Temporary position(s) on an as-needed basis.
2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
 3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
 4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
 5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS (\$299,841.00)** as its share of an annual budget of **FOUR HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS (\$499,734.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **ONE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS (\$199,893.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2022**, and lasts through **June 30, 2023**.
10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.
12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **SAMPSON COUNTY**

Date _____ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 8/31/2022

Pat H. Hill

County Finance
Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____

_____ Signature

N. David Smith
Chief Deputy Commissioner



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: August 31, 2022

SUBJECT: Special Revenue Fund Opioid Settlement Funds

Attached is a resolution authorizing the creation of a special revenue fund to track the receipt and expenditure of funds received by the County from the settlement of the opioid litigation. We will bring to the Board any project that is allowable under the settlement and request authorization to expend funds.

We request that the Board approve the attached resolution.

County of Sampson
Resolution Creating Special Revenue Fund

BE IT RESOLVED by the Board of Commissioners of the County of Sampson, North Carolina that, pursuant to Section 26 of Chapter 159 of the General Statutes of North Carolina, the following special revenue fund is hereby created:

Section 1: This resolution is to establish a special revenue fund for opioid settlement funds received by Sampson County, as required by Section D of the Memorandum of Agreement on Proceeds Relating to the Settlement of Opioid Litigation between Sampson County, the State of North Carolina, and others (the “MOA”). The total projected distribution to Sampson County is \$3,989,770.00 over an 18-year period. These funds must be used in accordance with the requirements of the MOA, said document being incorporated herein by reference.

Section 2: The following revenues are the initial distribution and comprise the initial balance of the special revenue fund:

2022 Opioid Settlement Payments to Date: \$153,285.00

Section 3: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the MOA.

Section 4: Copies of this resolution shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Board.

Adopted this 12th day of September, 2022.

Sue L. Lee, Chair

Susan J. Holder, Clerk to the Board

STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF SAMPSON

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this the ____ day of October, 2022 by and between SAMPSON COUNTY CHILD ADVOCACY CENTER, INC. (“CAC”), a domestic non-profit corporation with an address of 204 Sampson Street, Clinton, North Carolina 28328; SAMPSON COUNTY (the “County”), acting by and through the SAMPSON COUNTY HEALTH DEPARTMENT (the “Health Department”), a body corporate and politic and a political subdivision of the State of North Carolina with an address of 360 County Complex Road, Building E, Clinton, North Carolina 28328; and SOUTHERN REGIONAL AREA HEALTH EDUCATION CENTER (“AHEC”), a North Carolina Area Health Education Center created by the North Carolina General Assembly with an address of 1601 Owen Drive, Fayetteville, North Carolina 28304. CAC, the County, and AHEC may be referred to at times herein individually as a “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, CAC is a child advocacy center that conducts forensic interviews of children suspected of suffering from physical or sexual abuse, provides those children with comprehensive medical evaluations, and advocates for those children and non-offending family members; and

WHEREAS, the County, among other things, operates the Health Department as a local health department pursuant to the provisions of Article 2 of Chapter 130A of the General Statutes of North Carolina and as a department of County government; and

WHEREAS, AHEC, among other things, contracts with CAC to provide medical assessments of children who have been referred to CAC by the department of social services and/or law enforcement to determine the presence or extent of abuse and neglect; and

WHEREAS, the County is willing to allow AHEC’s medical providers to perform medical assessments of children pursuant to its contract with CAC at the Health Department’s facilities, located at 360 County Complex Road, Building E, Clinton, North Carolina 28328; and

WHEREAS, the Parties wish to enter into this MOU in order to define the relationship that exists between CAC, the County, and AHEC for the purpose of working together as part of a community effort to address child abuse and maltreatment by providing competent care and assistance to physically and/or sexually abused children and their non-offending family members;

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

1. Effective Date, Term and Termination. This MOU shall become effective as of the date first written above and shall continue in effect until September 30, 2023. The MOU may be renewed for successive terms of one year each, which terms shall commence on October 1st of each successive year, upon the written agreement of the Parties. Any Party may terminate this MOU at any time and for any reason by providing the other Parties with at least 30 days prior written notice.

2. Supplies. The County shall furnish all supplies and equipment required to perform the medical services set forth in this Agreement.

3. Payment. CAC agrees to compensate AHEC for provision of the medical services hereunder at the rate of \$900.00 per day, provided, however, that compensation shall not exceed the sum of \$2,700.00 during any month. The County shall not be liable to AHEC or any other person or entity for payment for medical services provided under this Agreement.

4. Billing. AHEC shall submit a time/billing report for health care services rendered following each clinic. Provided that time/billing reports are accurate and timely submitted, CAC will remit payment to AHEC on or before the 10th day of the following month based upon the total number of days listed on the AHEC provider's time/billing reports for the applicable month. CAC may refuse payment of time/billing reports that are not properly submitted and/or that seek compensation for services beyond the scope of this Agreement. In no event shall the County be responsible for payment of any medical services rendered pursuant to this Agreement.

5. Insurance. AHEC shall maintain policies of general liability insurance, professional liability insurance, and any other insurance necessary to insure AHEC and its providers; their respective employees; and any other person providing services hereunder against any claim(s) arising out of their performance under this Agreement, including, but not limited to, claims for 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 CAC and 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 CAC and the County. AHEC and its providers will provide CAC and the County with at least thirty (30) days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon CAC's or the County's request, AHEC and its providers will furnish CAC and the County with evidence of insurance which lists CAC and the County as additional insureds as it relates to general liability.

6. Indemnification by AHEC. AHEC shall indemnify and hold harmless (and at the request of CAC and/or the County defend) CAC, the County and each of their respective elected officials, officers, directors, 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 arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by AHEC, its providers, or any of their respective officers, directors, agents, or employees.

7. Indemnification by CAC. CAC shall indemnify and hold harmless (and at the request of the County and/or AHEC defend) the County and AHEC and each of their respective elected officials, officers, directors, 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 arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by CAC, or any of its officers, directors, agents, or employees.

8. Indemnification by the County. The County shall indemnify and hold harmless (and at the request of CAC and/or AHEC defend) CAC and AHEC and each of their respective officers, directors, 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 arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by the County, or any of its officers, agents, or employees. However, the Parties acknowledge and understand that an unlimited indemnification of any party by the County constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by the County to any Party pursuant to this Agreement shall be deemed to be given only to the fullest extent allowed by law, notwithstanding any provision of this Agreement to the contrary.

9. Credentialing. AHEC and its providers represent, warrant, and agree that they are currently, and for the duration of this MOU shall remain, in compliance with all applicable licensing laws and that AHEC, its providers, and all employees and contractors thereof 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. AHEC further represents, warrants, and agrees that any provider providing services pursuant to this Agreement on behalf of AHEC shall be rostered with the Child Medical Evaluation Program at the University of North Carolina School of Medicine.

10. Treatment Decisions. CAC and the County shall not be liable for, or exercise control over, the manner or method by which AHEC and its providers provide services under this MOU, including, but not limited to, any treatment decisions made by AHEC or its providers.

11. Nondiscrimination. AHEC and its providers will provide services to clients referred by CAC without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment, physical or mental disability, or veteran status. CAC will refer clients to AHEC without discrimination because of race, sex, sexual orientation, age, color, religion, and national origin, place of residence, health status, and type of Payor, source of payment, physical or mental disability, or veteran status. The County will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991.

12. Notice of Certain Events. AHEC and its providers shall give written notice to CAC and the County within 10 days of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of a license of AHEC or one of its providers; (iii) termination, suspension, exclusion or voluntary withdrawal of AHEC or one of its providers from any state or federal health care program, including but not limited to Medicaid; or (iv) any final adverse determinations in connection with a lawsuit or claim filed or asserted against AHEC or any of its providers alleging professional malpractice.

13. Medical Records. The Parties and their respective providers, officers, agents, and employees shall maintain confidentiality of client medical records and personal information and other health records as required by law. The Parties shall maintain adequate medical and other health records according to industry standards.

14. Further Obligations of AHEC. In addition to those obligations set forth herein above, AHEC and its providers shall:

- a. Work with CAC staff to get initial appointments scheduled via fax, phone calls, and email on the day the family is at the CAC. The client's family will be aware of the appointment date/time prior to leaving the CAC;
- b. Complete a Child Medical Exam on referrals made from the CAC in order determine the services needed for the client/client's family;
- c. Provide services to all referrals from the CAC regardless of a client family's insurance or ability to pay for services;

15. Further Obligations of CAC. In addition to those obligations set forth herein above, CAC shall:

- a. Determine a child/family's needs on their initial visit to the CAC;
- b. Work cooperatively with the AHEC staff and a client's parents/ guardians in order to get the initial appointment scheduled;
- c. Have ongoing communication with AHEC on client progress in order to identify needs and services the client/client's family may need;
- d. Serve as the liaison between AHEC and the court system to ensure a victim is at the point of being prepared to face testimony in a courtroom setting.

16. Assignment and Subcontracting. AHEC shall not assign its interest in this Agreement or subcontract with a third party for the performance of its obligations under this Agreement without the prior written consent of CAC and the County.

17. 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 MOU. Each Party shall maintain control over its personnel, and any employment rights of personnel assigned under this MOU shall not be abridged. 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 MOU.

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

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

20. Amendments and Modifications. This MOU 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 MOU.

21. Additional Policies and Procedures. Notwithstanding Paragraph 20 of this MOU, the Parties may develop additional policies and procedures by consent to implement this MOU. Furthermore, each Party may develop internal policies and procedures to implement their respective obligations under this MOU.

22. Severability. In the event that any provision of this MOU 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.

23. Survival of Obligations. All provisions of this MOU that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Paragraphs 5, 6, 7, 8, and 13, survive the expiration or termination of this MOU.

24. Governing Law. This MOU shall be governed by the laws of the State of North Carolina.

25. Counterparts. This MOU 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 Memorandum of Understanding to be executed, effective the day and year first written above.

SAMPSON COUNTY CHILD ADVOCACY
CENTER, INC.

By: _____
Jonathan Allen, President,
Board of Directors

SAMPSON COUNTY

By: _____
Edwin Causey, County Manager

SOUTHERN REGIONAL AREA HEALTH
EDUCATION CENTER

By: _____
Dr. Sushma Kapoor, President & CEO

Minority Business Participation Outreach Plan

In accordance with G.S. 143-128.2, this outreach plan is to identify minority businesses that can perform public building projects in the amount of \$300,000 or more and encourage minority business participation in these projects.

Sampson County's current goal for minority participation for public building construction is ten percent (10%) of the total value of the work.

The intent of these guidelines is that Sampson County, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project, as mandated by G.S. 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

In addition to this Outreach Plan Sampson County will:

- a. Attend scheduled prebid conferences for public building construction projects;
- b. Notify interested minority businesses of the opportunity to bid on projects at least 10 days prior to bid opening; and
- c. Advertise the project with the NC Office for Historically Underutilized Businesses and other media outlets likely to inform potential minority businesses of the bid being sought, as appropriate for the given project..

Sampson County does not certify minority, disadvantaged or woman-owned businesses. Any business which desires to participate as an MBE will be required to complete and submit for certification documents required by the North Carolina Department of Administration, Office for Historically Underutilized Businesses (HUB).

All written statements, affidavits or intentions made by a bidder shall become a part of the agreement between the successful bidder and Sampson County for the performance of the resulting contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the County that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Sampson County whether to terminate the contract for breach.

Documents required from Bidders when responding to bids include the following:

- a. Identification of HUB Certified/Minority Business Participation;
- b. Listing of Good Faith Efforts and Total Dollar Value Performed by Minority Businesses;
- c. Intent to Perform Contract with Own Workforce (if applicable).

The apparent lowest responsible, responsive bidder will also be required to submit the following:

- a. Affidavit of Portion of the Work to be Performed by HUB Certified/Minority Businesses;
- b. Documentation of Good Faith Efforts.

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: August 30, 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:

Jerry L. Lee

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 17, 2022

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

August 17, 2022

Sampson County Board of Commissioners
Rowan Rd
Clinton, NC 28328

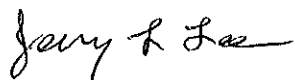
Re: Jerry L. Lee

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,



Jerry L. Lee
99 Challenge Club Dr.
Clinton, NC 28328

G7492

12-0124044-93

# 97492 12-0124044-93	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		

Jerry Lawrence Lee NAME (Print or Type)	Jerry Lawrence Lee DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
99 Challenge Club Dr STREET ADDRESS OR P.O. BOX NUMBER	Barbara Jean Lee SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i>
Clinton NC 28328 CITY STATE ZIP CODE	
	U.S. DEPT. OF VETERANS AFFAIRS FILE 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.	
<i>Jerry L. Lee</i> DISABLED VETERAN'S SIGNATURE	08-17-2022 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.	
	08-17-2022 DATE
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:	<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>8/16/2009</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.

<i>Sherry M Hope</i> SIGNATURE OF NCDMVA OFFICIAL	Sherry M Hope PRINTED NAME OF NCDMVA OFFICIAL
8/17/2022 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: August 30, 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:

Nathan J. Lassiter

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 3, 2022.

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

July 28, 2022

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328


RE: Lassiter, Nathan J.

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 September 7, 1993 to March 4, 1994. 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,



Nathan J. Lassiter
1560 Coker Store Road
Mt. Olive, NC 28365-8907

180234

13-0170244-01

08/03/2022 10:33

Act 180234 Parcel 13-0170244-01	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	

Nathan Joseph Lassiter NAME (Print or Type)	Nathan Joseph Lassiter DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
1560 Coker Store Road STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(if Applicable)</i>
Mt. Olive NC 28365 CITY STATE ZIP CODE	U.S. DEPT. OF VETERANS AFFAIRS FILE 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.	
	08-02-2022 DATE
DISABLED VETERAN'S SIGNATURE	

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.	
	08-02-2022 DATE
SURVIVING SPOUSE'S SIGNATURE	

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>09/13/2019</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.

	Martha Ann Knowles
SIGNATURE OF NCDMVA OFFICIAL	PRINTED NAME OF NCDMVA OFFICIAL
08-02-2022	Director SCUSO
DATE	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: August 30, 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:

Lloyd G. Brown

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 2, 2022.

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

August 2, 2022

Sampson County Board of Commissioners
Clinton, North Carolina 28328

RE: Lloyd G Brown

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My disability was made permanent & total back to 5/31/2021. I understand that my request is not within the time frame set and ask that my application be considered.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'LGB', with a long horizontal flourish extending to the right.

Lloyd G. Brown
354 Sessoms St.
Salemberg, NC 28385

47054

06-0105065-35

<p>Acct 47054 Parcel 060105065-35</p>	<p>State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)</p>	<p>Sampson County Veterans Service Office COUNTY</p>
<p>SECTION 1 TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED</p>		
<p>Lloyd Gordon Brown NAME (Print or Type)</p>		<p>Lloyd Gordon Brown DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)</p>
<p>354 Sessoms Street STREET ADDRESS OR P.O. BOX NUMBER</p>		<p>SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i></p>
<p>Salemburg CITY</p>	<p>NC STATE</p>	<p>28385 ZIP CODE</p>
<p>U.S. DEPT. OF VETERANS AFFAIRS FILE NUMBER</p>		
<p>VETERAN'S SOCIAL SECURITY NUMBER</p>		
<p>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></p>		
<p>SECTION 2 Disabled Veteran's Signature</p>		
<p>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.</p>		
<p><i>[Signature]</i> DISABLED VETERAN'S SIGNATURE</p>		<p>08-02-2022 DATE</p>
<p>SECTION 3 Surviving Spouse's (who has not remarried) Signature</p>		
<p>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.</p>		
<p>SURVIVING SPOUSE'S SIGNATURE</p>		<p>08-02-2022 DATE</p>
<p>SECTION 4 To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee</p>		
<p>Please check all that apply:</p> <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>May 31, 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>		
<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</p>		
<p>The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.</p>		
<p><i>[Signature]</i> SIGNATURE OF NCDMVA OFFICIAL</p>		<p>Sherry M Hope PRINTED NAME OF NCDMVA OFFICIAL</p>
<p>8/2/2022 DATE</p>		<p>Sampson Co VSO TITLE OF NCDMVA OFFICIAL</p>

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: August 30, 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:

Johnnie Lee Warren, Jr.

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 9, 2022.

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

August 9, 2002

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

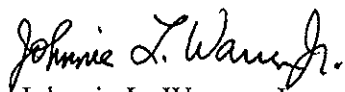
RE: Warren, Jr. Johnnie Lee

Dear Commissioners:

I am a Total and Permanently Disabled Honorably Discharged Veteran that served during the Vietnam Era. I am receiving Veterans Compensation from the Department of Veterans Affairs for disabilities that occurred while in the service. I served in service February 1974, to September 1990. 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 in this matter

Sincerely,



Johnnie L. Warren, Jr
341 Melva Brook Road
Clinton, North Carolina 28328

189 460

15 - 0207343 - 01

15-0207343-01

049

NCDVA-9 (Rev. 08-09)

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

	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	
Johnnie Lee Warren, Jr. NAME (Print or Type)		Johnnie Lee Warren, Jr. DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
341 Melva Brook Rd STREET ADDRESS OR P.O. BOX NUMBER		SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(if Applicable)</i>
Clinton CITY	NC STATE	28328 ZIP CODE
U.S. DEPT. OF VETERANS AFFAIRS FILE 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 USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.		
SECTION 2	Disabled Veteran's Signature	
I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification. <i>Johnnie L. Warren Jr.</i> DISABLED VETERAN'S SIGNATURE		11-30-2021 DATE
SECTION 3	Surviving Spouse's (who has not remarried) Signature	
I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.		11-30-2021 DATE
SECTION 4	To be completed by the U.S. Department of Veterans Affairs	
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>03/05/2020</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 Honorable Conditions	<input type="checkbox"/> Under Other than Honorable Conditions
SIGNATURE OF USDVA CERTIFYING OFFICIAL <i>Christopher Manney</i> PRINTED NAME OF USDVA CERTIFYING OFFICIAL		12/17/21 DATE
ASSISTANT VETERANS SERVICE CENTER MANAGER TITLE OF USDVA CERTIFYING OFFICIAL		NOTE: Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

NC Division of 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: August 30, 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:

Nathan T. McKee

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 8, 2022.

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

August 8, 2002

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

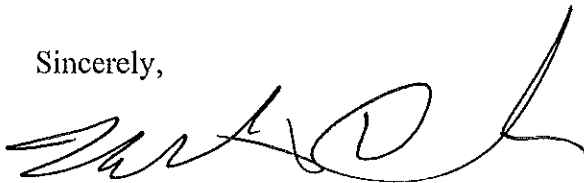
RE: McKee, Nathan T.

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 October 01, 2003, to September 11, 2011. 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,



Nathan T. McKee
51 Baldwin Lane
Clinton, North Carolina 28328

183009

12-0183009-01

NCDVA-9 (Rev. 08-09)

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

Nathan T McKee
Tracy McKee

Acct # 183009 Parcel # 0018300901	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

Nathan T McKee NAME (Print or Type)	Nathan T McKee DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
--	--

51 Baldwin Lane STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) (If Applicable)
--	---

Clinton CITY	NC STATE	28328 ZIP CODE
-----------------	-------------	-------------------

U.S. DEPT. OF VETERANS AFFAIRS
FILE 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 USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.

SECTION 2 Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

DISABLED VETERAN'S SIGNATURE

03-23-2022
DATE

SECTION 3 Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

03-23-2022
DATE

SECTION 4 To be completed by the U.S. Department of Veterans Affairs

- Please check all that apply:
- A. Veteran does not meet either B, C, D, or E of the below criteria.
 - B. Veteran has a service-connected permanent and total disability that existed as of 10/28/2021
 - C. 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. Veteran died on _____ and had a service-connected permanent and total disability at death.
 - E. 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

SIGNATURE OF USDVA CERTIFYING OFFICIAL

05/25/2022
DATE

PRINTED NAME OF USDVA CERTIFYING OFFICIAL

Christopher Warguez
Assistant Veterans Service Center Manager

NOTE:
Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

NC Division of 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: August 30, 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:

Willie Ray Moore

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 10, 2022.

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

August 10, 2022

Sampson County Board of Commissioners
Rowan Rd
Clinton, NC 28328

Dear Commissioners,

I am an honorably discharged Veteran. I recently received a permanent and total rating with the Veterans Administration for my service connected disabilities. At that time, I was made aware of the Property Tax Exclusion for Disabled Veterans. I am requesting the Sampson County Commissioners accept my application and grant me the Tax Exclusion for the 2022 tax year.

Thank you for your consideration.

Sincerely,

Willie R. Moore

Willie R Moore
307 Martin Luther King Blvd
Clinton, NC 28328

261767

12-0328600-01

# 201767 12-032860D-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		

Willie Ray Moore NAME (Print or Type)	Willie Ray Moore DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
307 Martin Luther King Blvd STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i>
Clinton NC 28328 CITY STATE ZIP CODE	U.S. DEPT. OF VETERANS AFFAIRS FILE 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.	
<i>Willie R. Moore</i> DISABLED VETERAN'S SIGNATURE	08-10-2022 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	08-10-2022 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>7/30/2020</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.

<i>Sherry M Hope</i> SIGNATURE OF NCDMVA OFFICIAL	Sherry M Hope PRINTED NAME OF NCDMVA OFFICIAL
8/10/2022 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: August 30, 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:

Carlton D. Crenshaw

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 8, 2022.

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

August 8, 2022

Sampson County Board of Commissioners
Clinton, North Carolina 28328

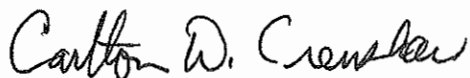
RE: Carlton D Crenshaw

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My disability was made permanent & total on 12/1/2021. I understand that my request is not within the time frame set and ask that my application be considered.

Thank you for your consideration in this matter.

Sincerely,



Carlton D Crenshaw
11676 Old Mintz Hwy
Garland, NC 28441

111 598

16-0245920-01

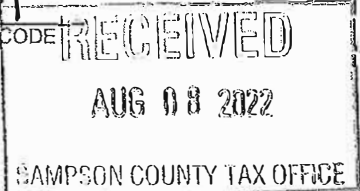
# 111 598 16-0245920-01	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	<u>Sampson</u> COUNTY
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SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED
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<u>Carlton D Crenshaw</u> NAME (Print or Type)	<u>Carlton D Crenshaw</u> DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
---	---

<u>11676 Old Mintz Hwy</u> STREET ADDRESS OR P.O. BOX NUMBER	<u>Carlton D Crenshaw</u> SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i>
---	---

<u>Garland</u> , <u>NC</u> CITY STATE	<u>28441</u> ZIP CODE	
--	--------------------------	--



U.S. DEPT. OF VETERANS AFFAIRS FILE 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.

<u>Carlton D Crenshaw</u> DISABLED VETERAN'S SIGNATURE	<u>08-8-2022</u> 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	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. Veteran does not meet either B, C, D, or E of the below criteria.
 - B. Veteran has a service-connected permanent and total disability that existed as of 12/1/2021.
 - C. 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. Veteran died on _____ and had a service-connected permanent and total disability at death.
 - E. 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 Honorable Conditions	<input type="checkbox"/> Under Other than Honorable Conditions
---	--	--

The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.

<u>Sherry M Hope</u> SIGNATURE OF NCDMVA OFFICIAL	<u>Sherry M Hope</u> PRINTED NAME OF NCDMVA OFFICIAL
<u>8/8/2022</u> DATE	<u>Sampson Co. VSO</u> TITLE OF NCDMVA OFFICIAL

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09945

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

YEAR	
<u>2021</u>	\$ <u>103.82</u>
TOTAL REFUND	\$ <u>103.82</u>

These taxes were assessed through clerical error as follows.

Bill # 0065925408
Plate # JMM9210
Tog Surr.
Vehicle Sold
2013 Ford

602 County Tax 95.70
School Tax _____
F10 Fire Tax 8.12
City Tax _____
TOTAL \$ 103.82

Mailing Address.

X 880 New Hope Ch. Rd.
Turkey NC 28393

Yours very truly

X JR Lewis
Taxpayer

X 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

09960

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

YEAR	
<u>2021</u>	\$ <u>212.60</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>212.60</u>

These taxes were assessed through clerical error as follows.

Bill# 0066574250
Plate # JMM9261
Plate Turn In - Traded
2014 BMW 4S

602 County Tax 189.62
School Tax _____
F16 Fire Tax 22.98
City Tax _____
TOTAL \$ 212.60

Mailing Address.

P.O. Box 994
Stembug, N.C. 28385

Yours very truly

Felecia Melvin
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

09968

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 Rafaela Serrano

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

YEAR <u>2021</u>	\$ <u>180.83</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 180.83

These taxes were assessed through clerical error as follows.

Bill# 0067210374
Plate# TKL 6432
Plate Turn In - Sold
2017 Jeep MP

602 County Tax	<u>139.42</u>
501 School Tax	<u>24.51</u>
F19 Fire Tax	<u>16.90</u>
City Tax	_____
TOTAL \$	<u>180.83</u>

Mailing Address.

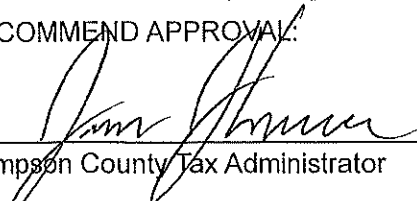
72 Green tree LN
Clinton NC 28328

Yours very truly

Rafaela Serrano
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

09970

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 Moore's Produce Inc
_____ in Turkey _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR		
<u>2021</u>	\$	<u>108.80</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
TOTAL REFUND	\$	<u>108.80</u>

These taxes were assessed through clerical error as follows.

0040574261 2021 2021 0000 00
TPR 7632
Tag turned in, Sold
2017 GMC MP

GD2 County Tax 100.29
School Tax _____
F10 Fire Tax 8.51
City Tax _____
TOTAL \$ 108.80

Mailing Address.

Moore's Produce

PO Box 226

Turkey NC 28393

Yours very truly

Ketty Moore

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

09972

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 W. A. Sr. & Catherine Lorraine M. Bullard in Dismal Township, Sampson County, for the year(s) and in the amount(s) of: 02-0153320-03

YEAR	
<u>2021</u>	\$ <u>184.33</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>184.33</u>

These taxes were assessed through clerical error as follows.

parcel was not deactivated
at time of split

60/ County Tax 164.40
 School Tax _____
 Fire Tax ^{F20} 19.93
 City Tax _____
 TOTAL \$ 184.33

Mailing Address.

Mrs. Catherine Lorraine Bullard
6557 Maxwell Rd.
Autryville, NC 28318

Yours very truly

* Catherine Lorraine M. Bullard
 Taxpayer

* Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
 Sampson County Tax Administrator 337

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09976

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

YEAR	
2021	\$ 362.30
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 362.30

These taxes were assessed through clerical error as follows.

Bill # 0010455254
Plate # HBP 6650
Vehicle sold
Tag surr.
2020 Toyota Sequoia

602	County Tax	203.12
501	School Tax	35.70
	Fire Tax	
102	City Tax	98.48
TOTAL \$		362.30

Mailing Address.

X PO Box 736
Clinton NC 28329

Yours very truly

X Tilda Gibbs Herring
Taxpayer

X 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

09977

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 Audrey H. Lea in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>176.21</u>
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ <u>176.21</u>

These taxes were assessed through clerical error as follows.

Bill # 00646930
Plate # THC7806
2021 GMC
Vehicle sold
Tag surr.

^{G02} County Tax 157.16
 School Tax _____
^{F07} Fire Tax 19.05
 City Tax _____
 TOTAL \$ 176.21

Mailing Address.

~~15437~~ 15437 Dunn Rd
Godwin, NC 28344

Yours very truly

X Audrey H. Lea
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09978

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

YEAR	
2022	\$ 148.81
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 148.81

These taxes were assessed through clerical error as follows.

Bill # 00076399 00
Plate # RDR8291
2010 Merc.
Vehicle Sold
Tag Surr.

602 County Tax 89.61
 501 School Tax 15.76
 Fire Tax _____
 102 City Tax 43.45
 TOTAL \$ 148.81

Yours very truly

X Sally Louder Pope
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
Sampson County Tax Administrator

Mailing Address.

X 201 county club circle
Clinton, N.C.
28322

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09983

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 David Junior Locklear
_____ in Herring _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>181.94</u>
<u>2021</u>	\$ <u>161.90</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>343.84</u>

These taxes were assessed through clerical error as follows.

0065032037 2021 2021 0000 00
8H174
Tag turned in
2022 HD MC Tri-Glide
0064496179 2021 2021 0000 00
8K4027
Tag turned in
2021 HD MC Road Glide

602 County Tax	<u>306.67</u>
School Tax	_____
F11 Fire Tax	<u>37.17</u>
City Tax	_____
TOTAL \$	<u>343.84</u>

Mailing Address.

David Locklear

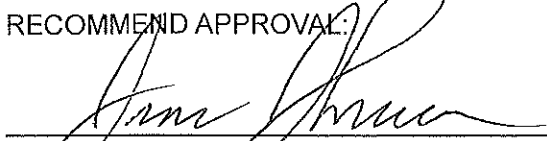
1744 Sampson Acres Dr.
Clinton N.C. 28328

Yours very truly



Taxpayer

Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09985

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 Holland Poole Holland & Sanderson
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
2021	\$ 324.11
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 324.11

These taxes were assessed through clerical error as follows.

Bill # 0057340191
Plate # JBE5529
2020 Land Rover
Vehicle sold
Tag surr.

G02 County Tax 195.18
501 School Tax 34.30
Fire Tax
R02 City Tax 94.63
TOTAL \$ 324.11

Mailing Address.

X Holland, Poole, Holland & Sanderson P.f.
P.O. Box 1046
Clinton, NC 28329

Yours very truly

X [Signature]
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

Board Approved _____

Date _____

Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09981

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 Roger Register in _____ Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 18050320005

YEAR <u>2021</u>	\$ <u>163.27</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>163.27</u>

These taxes were assessed through clerical error as follows.

*Land use "fell off" for
2021 Billing -
Market Value Billed
in ERROR

County Tax	<u>110.86</u>
School Tax	_____
Fire Tax	<u>9.41</u>
City Tax	<u>43.00</u>
TOTAL \$	<u>163.27</u>

Mailing Address.

Roger Register
824 Kings Dr
Lenior, NC 28645

Yours very truly

* Roger Register
Taxpayer

* Social Security #: _____

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 Michelle Ann Eiholzer in PV Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2022</u>	\$	<u>231.25</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	<u>231.25</u>

150072

<u>Co2</u>	County Tax	\$	<u>206.25</u>
	School Tax	\$	_____

14-0150622-02

<u>F07</u>	Fire Tax	\$	<u>25.00</u>
	City Tax	\$	_____
	Total	\$	<u>231.25</u>

OA Exemption

The taxes were assessed through clerical error or an illegal tax as follows:

Property Eligible for Elderly Exemption

Taxpayer: Michelle Ann Eiholzer

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 Christine C. Matthews in SC Township, Sampson County, for the year(s) and in the amount(s) of:

Year		
<u>2022</u>	\$	<u>416.25</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Release/Adjustment	\$	<u>416.25</u>

Parcel Changed 15-0926250-03 # 27709 DV Exclusion	<u>Co1</u> County Tax	\$	<u>371.25</u>
	School Tax	\$	_____
	<u>F19</u> Fire Tax	\$	<u>45.00</u>
	City Tax	\$	_____
	Total	\$	<u>416.25</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Parcel Eligible for Disabled Veteran Exclusion

Taxpayer: Christine C. Matthews

Tax Administrator: Jan 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 Roger Register

in Turkey Township, Sampson County, for the year(s) and in the

amount(s) of: Parcel 18050320005

Year	<u>2022</u>	\$ <u>163.27</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>163.27</u>

<u>601</u> - County Tax	\$ <u>110.86</u>
School Tax	\$ _____
<u>F10</u> - Fire Tax	\$ <u>9.41</u>
<u>C09</u> - City Tax	\$ <u>43.00</u>
Total	\$ <u>163.27</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Land use fell off acct + parcel billed incorrectly -

Taxpayer:

Roger Register

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 Cisco Systems Capital Corp in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of: Acct # 189207/35469

Year	<u>2022</u>	\$ <u>1281.88</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Release/Adjustment		\$ _____

County Tax	\$ <u>988.37</u>
School Tax	\$ <u>173.71</u>
Fire Tax	\$ <u>119.80</u>
City Tax	\$ <u>- 0 -</u>
Total	\$ <u>1281.88</u>

The taxes were assessed through clerical error or an illegal tax as follows:
This business was billed the wrong assessed value, Assessed value of 119,803 should have been removed.

Taxpayer:

Cisco Systems Capital Corp

Tax Administrator:

Jane Jhun

Board Approved:

_____ Date

_____ Initials

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243200-535200	Maint/repair equipment	3,649.00	
11141210-544000	Contracted services	2,000.00	
16145000-554001	Capital outlay vehicles state	404,718.00	
16145000-554002	Capital outlay vehicles local	44,969.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	5,649.00	
16134500-403612	State vehicle grant	404,718.00	
16134500-409800	Fund balance approp encumbrances	44,969.00	

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

To bring forward funds for items ordered in FY 21-22 but not delivered until FY 22-23.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31/2022

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20

Sean W. C.

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100-526202	Department supplies grant	35,270.00	
11243100-526230	Equipment grant	178.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409900	Fund balance appropriated	35,448.00	

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

To bring forward unexpended grant funds that were received in FY 21-22. For the purchase of supplies and equipment for the Sheriff's Department.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31/2022

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Sam W. G.

(County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

30-Aug-22

FROM: Lynn S. Fields

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

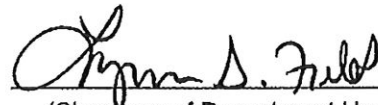
1. It is requested that the budget for the Social Services Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554810-568416	LIHWAP (WATER ASSISTANCE)	\$ 130,332.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535480-403316	LIHWAP (WATER ASSISTANCE)	\$ 130,332.00	

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

FY 22-23 LIHWAP ARPA funds to assist clients with payment of water bills.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2022



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____



(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Kelsey Edwards

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>
11761100-549100	Dues and Subscriptions	\$348.00	
11761100-526200	Departmental Supplies	\$219.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-408401	Donations	\$567.00	

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

Kelsey B. Edwards 8/26/22
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2022

[Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

[Signature]

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Kelsey Edwards

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>
11761100-526200	Departmental Supplies	\$32,699	
11761100-526201	Dept 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 Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-403632	State Aid-One time Grant	\$69,049.00	

2. Reason(s) for the above request is/are as follows:
Nonrecurring State Aid Funds to be received in one lump sum (please see agreement signed in August 2022)

Kelsey B. Edwards 8/24/22
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2022

D. A. Del
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Sam W. C.
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Kelsey Edwards

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>
11761100-549100	Dues and Subscriptions	\$52.00	
11761100-526200	Departmental Supplies	\$200	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-408900	Misc Revenue	\$252.00	

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

Kelsey Edwards 8/26/22
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2022
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

8/23/2022

MEMO:

FROM: Dana Hall

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
82558750-524100	URP - MATERIALS	70,800.00	
82558750-529901	URP - SOFT COST	14,000.00	
82558750-544000	URP - CONTRACTED SERVICES	47,200.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
82035875-403605	URP - NCHF _a	132,000.00	

2. Reason(s) for the above request is/are as follows:
Budget for the Urgent Repair Program 2022

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2022

Dal H. Hall

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Erin W. C.

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141250-557000	Capital outlay land	216,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034125-403623	City of Clinton contribution	75,000.00	
11034125-408900	Miscellaneous revenue	141,000.00	

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

To budget funds for the purchase of hanger property adjoining the airport land that is used for airplanes to transit to the airport. The property is needed to allow for larger planes to transit from the County property acquired for hangers to the airport. Funds for the purchase will come from the City and from the sale of County property in the Roseboro area.
 Land cost \$210000, closing costs \$6000

David K. Clack
 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31/2022

David K. Clack
 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Sam W. C.
 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110-555030	Category 1 capital outlay city	350,796.00	
11659110-555031	Category 2 capital outlay city	78,876.00	
11659110-555032	Category 3 capital outlay city	40,000.00	
11659110-550000	Unallocated capital outlay		196,379.00
19959110-582096	Transfer to general fund	273,293.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
19932320-409900	Fund balance appropriated	273,293.00	
11035911-409612	Transfer for school capital reserve	273,293.00	

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

To allocate capital outlay and bring forward unexpended capital funds from prior year.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31/2022

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Earl W. G...

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the Emergency Telephone System Fund be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
15981530-509700	Contingency	282,933.00	
15981530-519900	Other professional services	31,049.00	
15981530-551000	Capital outlay furniture and equipment	569,705.00	
15981530-552000	Capital outlay data processing	749,119.00	
15981530-555000	Capital outlay other equipment	74,500.00	
15981530-558100	Construction costs	265,451.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15038153-420000	NC 911 PSAP grant	1,972,757.00	

2. Reason(s) for the above request is/are as follows:
 To bring forward unexpended grant funds for the completion of the 911 center.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31/2022

David K. Clack

 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Erin W. G.

 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141250-557000	Capital outlay land	216,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034125-403623	City of Clinton contribution	75,000.00	
11034125-408900	Miscellaneous revenue	141,000.00	

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

To budget funds for the purchase of hanger property adjoining the airport land that is used for airplanes to transit to the airport. The property is needed to allow for larger planes to transit from the County property acquired for hangers to the airport. Funds for the purchase will come from the City and from the sale of County property in the Roseboro area.
 Land cost \$210000, closing costs \$6000

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31/2022

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

, 20

Erin W. G.

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

08/04/22

FROM: Brad Hardison

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2022-2023

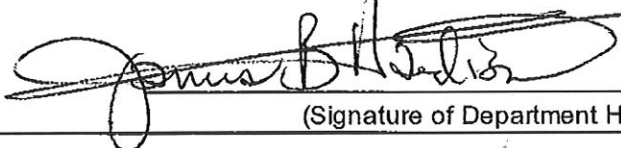
1. It is requested that the budget for the Cooperative Extension Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04549520-526200	DEPARTMENTAL SUPPLIES	2000.00	
04549520-531100	TRAVEL	2315.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034952-403601	GRANT-EASTPOINTE	4,315.00	

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

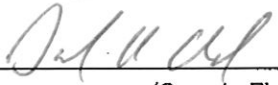
NEWTON GROVE ABC STORE DONATION AND SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SAPTBG) FOR SUPPLEMENTAL FUNDING


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2022

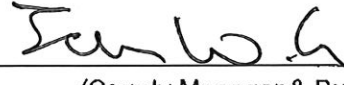


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

, 20



(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

8/4/2022

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 WIC Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-545000	INSURANCE & BONDS	3,000.00	
12551670-531100	TRAVEL	3,000.00	
12551670-526200	DEPARTMENT SUPPLIES	2,765.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535167-404000	State Assistance	8,765.00	

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

TO ALLOCATE ADDITIONAL STATE WIC FUNDING

Wade R. Lewis
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2022
Dan H. [Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
Sam W. G.
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

July 13, 2022

Date

FROM: Dana Hall, Director of Aging

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 AGING Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558800-525600	NUTRITION - DEPT SUPPLIES	\$ 300.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035880-408401	NUTRITION - DONATIONS	\$ 300.00	

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

To budget for donation made by the Town of Turkey, to the Turkey nutrition site.

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/20, 2022

Dana Hall

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Sam W. G.

(County Manager & Budget Officer)

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. _____

Meeting Date: September 12, 2022	<input checked="" type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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. 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)

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE of the COUNTY MANAGER

TO: Edwin W. Causey, County Manager

FROM: Susan J. Holder, Assistant County Manager

DATE: September 2, 2022

RE: State Directed Grant Allocations from the 2022 Appropriations Act/Committee Report

We have finally received confirmation from the Office of State Budget and Management (OSBM) on the funding allocated to Sampson County in the most recent budget bill. The grant allocations and their anticipated uses (based upon the appropriations act and legislator directives) are as follows:

Grant 20566 - \$150,000

Funds for various directed grants. This grant is allocated to the Plain View Community Coalition for development of their community center.

Grant 20567 - \$2,457,000

Funds for various directed grants.

- 1,000,000 Sampson Community College to install a common elevator serving two buildings to meet code requirements
- 200,000 Sampson County Sheriff's Office, additional funds for body cameras
- 50,000 Sampson County History Museum
- 467,000* Western District Park and other community-based improvements
- 750,000* Animal Shelter improvements

*Amounts may be redistributed in these two categories based upon estimates received in preparation of Scope of Work documents.

Grant 20568 - \$1,000,000

For capital improvements or equipment in the Sheriff's Office (body cameras)

Grant 20569 - \$250,000

For capital improvements or equipment in the Emergency Services Department – anticipated to be used for cost overruns specific to the communication tower and installation of related equipment

We will be completing and submitting the Scope of Work documents to OSBM in the next two weeks and should receive grant agreements shortly thereafter. Sub-recipient agreements will be required for any allocation to a non-county entity.

SAMPSON

REGIONAL MEDICAL CENTER

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

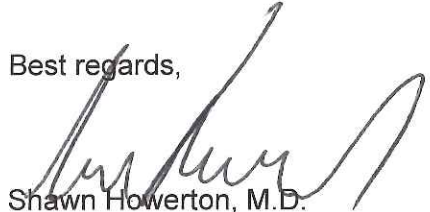
July 5, 2022

Board of Commissioners
406 County Complex Road
Clinton, NC 28328

Dear Commissioners:

Sampson Regional Medical Center is requesting your attendance at the Annual Board of Trustees meeting on Monday, September 26th at 6:00pm for approval of the 2023 capital and operating budget. Dinner will be served at the meeting.

Best regards,



Shawn Howerton, M.D.
Chief Executive and Medical Officer

PUBLIC COMMENT POLICIES AND PROCEDURES
Revised June, 2018

In accordance with NCGS 153A-52.1, a period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business. Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

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

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; there shall be no expectation that the Board will answer impromptu questions. However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.