



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

September 11, 2023

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Item 1 Reports and Presentations

- a. Market Study Update **1**

Item 2 Action Items

- a. Review of Options for Disposition of Real Property Located at 107 Underwood Street **2-4**

Item 3 Board Appointments **5-8**

- a. CVB Board - Chairman
b. Mid-Carolina Aging Advisory Council
c. Voluntary Ag Districts Board

Item 4 Consent Agenda **9-10**

- a. Approve the minutes of the August 7, 2023 meeting **11-18**
b. Authorize the County Manager to execute a lease between Sampson County and Norwood and Judy Blanchard for the Harrells Solid Waste Container Site **19-26**
c. Authorize the County Manager to execute a lease between Sampson County and Myron B. and Connie W. Bass for the Mt. Gilead Solid Waste Container Site **27-34**
d. Authorize execution of the contract for the facilitation of Child and Family Team Meetings (CFTM) for FY 23-24 between Sampson County (DSS) and ADR Consultants, Inc. **35-56**

Consent Agenda, continued

- e. Authorize execution of a contract for Child Support Civil Officer Services for FY 23-24 between Sampson County (DSS) and Sampson County Sheriff Jimmy Thornton **57-82**
- f. Authorize execution of a contract for Juvenile Court Officer/Investigator Services for FY 23-24 between Sampson County (DSS) and Sampson County Sheriff Jimmy Thornton **83-108**
- g. Authorize execution of a contract for School Health Nursing Services for FY 23-24 between Sampson County (Health Department) and Sampson County Schools **109-120**
- h. Approve the proposed updated Voluntary Agricultural District enrollment, amendment, and withdrawal form and enrollment fee (Cooperative Extension) **121-126**
- i. Authorize execution of the updated Mid-Carolina Local Workforce Development Area Chief Elected Official Board (CEOB) Agreement **127-133**
- j. Adopt a Proclamation Honoring the Sampson County Arts Council on its 50th Anniversary **134**
- k. Adopt a resolution declaring vehicles and other items as surplus, directing staff to dispose of them at auction, and designating Friday, October 27, 2023, as the date of the surplus property auction. **135-138**
- l. Approve a late present use value application for Leonel Perez **139-153**
- m. Approve late disabled veterans tax exclusion requests for Larry E. Bailey, Mark W. Bergstresser, Kenneth R. Best, and Jeremy Ray Hook **154-165**
- n. Approve tax refunds and releases as submitted **166-189**
- o. Approve budget amendments as submitted **190-199**

Item 5 County Manager's Report

Item 6 Public Comment Period

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1

Meeting Date: September 11, 2023

<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

SUBJECT: Market Study Update

DEPARTMENT: Human Resources

PUBLIC HEARING: No

CONTACT PERSON(S): Nancy Dillman, Human Resources Director

PURPOSE: To receive an update on the status of the ongoing market/salary study

ATTACHMENTS: None

BACKGROUND:

Ms. Dillman will provide the Board with an update on the market study and share any relative and pertinent information.

RECOMMENDED ACTION OR MOTION:

No action needed

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2

Meeting Date: September 11, 2023	<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: Review of Options for Disposition of Real Property Located at 107 Underwood Street

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Ed Causey, County Manager
Joel Starling, County Attorney

PURPOSE: To review and consider options for the disposition of the old Emergency Services Building

ATTACHMENTS: Memo

BACKGROUND:

While we will not be in a position to completely release the property until February 2024 at the earliest, we continue to receive comments regarding the future of the building and the adjacent Veterans Memorial Park. Therefore, we believe it would be advantageous to review what we believe to be the Board's priorities and finalize your directives for moving forward with the property disposition.

It is our understanding that:

1. The Board desires to have no ownership or financial responsibility for the upkeep or support for the buildings after our emergency services have fully transitioned to their new facility.
2. The Board has no desire to relocate or remove the Veterans Memorial located adjacent to the old Emergency Services Building from its current location.

Acknowledging these priorities, here are options for the disposition of the old Emergency Services property:

1. Sale of Property
2. Conveyance of Property to Other Governments
3. Conveyance of Property to an Eligible Non-Profit

These options also include propositions that will preserve the Veterans Memorial Grounds and Parking area.

RECOMMENDED ACTION OR MOTION:

Due to the varied interests that have been expressed in this property, the Board may wish to defer its decision until the October 2, 2023 meeting to allow further contemplation of final actions relative to the property's disposal.

Options for Disposition of Real Property Located at 107 Underwood Street

We continue the transition of all of our emergency services from their 107 Underwood Street location to our new 911 & Emergency Services Facilities. While we will not be in a position to completely release the property until February 2024 at the earliest, we continue to receive comments regarding the future of the building and the adjacent Veterans Memorial Park. Therefore, we believe it would be advantageous to review what we believe to be the Board's priorities and finalize your directives for moving forward with the property disposition.

It is our understanding that:

1. The Board desires to have no ownership or financial responsibility for the upkeep or support for the buildings after our emergency services have fully transitioned to their new facility.
2. The Board has no desire to relocate or remove the Veterans Memorial located adjacent to the old Emergency Services Building from its current location.

Acknowledging these priorities, here are options for the disposition of the old Emergency Services property:

1. Sale of Property

Given our budgetary constraints, the Board has previously expressed its desire to dispose of the emergency services building rather than maintain a property with identified flooding concerns and structural issues (including ADA compliant access). Counties may dispose of real property via sealed bids, upset bids, and public auctions.

You may recall, the Board adopted a resolution at your December 5, 2022 meeting authorizing staff to informally solicit offers and negotiate with prospective purchasers for possible sale of the property via the negotiated offer and upset bid process (G.S. 160A-269). If the Board opts to proceed with the negotiated offer/upset bid process, staff would seek offers for the real property, including publishing a notice of availability of the property for sale. Once an acceptable offer is received, the Board would adopt a resolution accepting the offer and authorizing commencement of the upset bid procedure. The offeror would be required to deposit 5% of the bid amount with the Board Clerk, who would then publish an advertisement for eligible upset bids (which would have to equal 10% of the first \$1,000 of the original offer and 5% of the remainder and be received within ten (10) days after the date of the advertisement and be accompanied by a bid bond or deposit). If qualified upset bids are received, the upset bid process would be repeated until no additional qualifying upset bid are received. The Board would then award the winning bid or reject all bids.

The Board could also opt to change course at this point and instead pursue either the sealed bid or public auction process. Under the sealed bid process (G.S. 160A-268), the Board would first adopt a resolution authorizing sale of the property by sealed bid. The County would then publish an advertisement for sealed bids for at least thirty (30) days before the scheduled bid opening. At the scheduled bid opening, the County would receive and open the submitted sealed bids and either award the property to the highest responsive, responsible bidder or reject all of the bids received. Under the public auction process (G.S. 160A-270), the Board would also begin by adopting a resolution authorizing sale by public auction. The Board would then publish an advertisement of the auction at least thirty (30) days before the scheduled date of the auction. After the auction, County staff would report the highest

bid received to the Board within thirty (30) days of the auction, and the Board would have the option of either accepting or rejecting the highest bid.

Should no acceptable offers to purchase or bids be received, the Board could simply elect to demolish the building (to avoid associated maintenance costs) and only maintain the vacant property, including the Veterans Memorial.

2. Conveyance of Property to Other Governments

Under G.S. 160A-274, the County can convey real property to another local government. This action would simply require that the Board adopt a resolution approving the conveyance.

3. Conveyance of Property to an Eligible Non-Profits

Local governments are authorized under G.S. 160A-279 to convey property that was not acquired by eminent domain to a nonprofit organization *carrying out a public purpose for which the county is authorized to appropriate funds*. If the property were to be conveyed to an eligible nonprofit, the Board would adopt a resolution at a regular meeting authorizing an appropriate official or employee to convey the property. Once the Board adopted the resolution authorizing an appropriate official or employee to convey property, a notice would be published summarizing contents of the resolution and complete the conveyance at least ten (10) days after publication of the notice. The deed of conveyance would also be required to contain a covenant requiring that the property be used for the stated public purpose by the new owner and all subsequent owners of the property. It would be understood that once the property is conveyed to the nonprofit, the County would have no responsibility for the maintenance or upkeep of the conveyed property.

Preservation of the Veterans Memorial Grounds and Parking

To maintain the Veterans Memorial grounds and parking, the Board may opt to:

1. Include in any conveyance a permanent easement for allowing the County and members of the general public to access the approximately 0.23-acre memorial grounds and parking. This option would be more feasible if the property is conveyed to another unit of local government or an eligible non-profit. (The County could agree to maintain responsibility for maintenance of the Memorial grounds/parking included in the easement area.)
2. Subdivide the property to formally exclude the Veterans Memorial and associated parking from any sale or conveyance and retain County ownership over the Veterans Memorial. The subdivided property would have to meet the minimum lot size and lot width requirements under the City's zoning ordinance.

Moving forward, we are seeking the Board's direction whether to continue to pursue sale of the property via the negotiated offer and upset bid process (as directed previously by resolution) or to consider conveyance of the property to another local government or an eligible non-profit. Depending upon the Board's decision regarding sale or conveyance, the Board may direct staff and County Attorney to either pursue a permanent easement or subdivision of the property to maintain access to and/or possession of the Veterans Memorial and associated parking.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3

Meeting Date: September 11, 2023	<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(S): Vice Chairperson Sue Lee

PURPOSE: To consider appointments to the Sampson County Convention and Visitor’s Bureau Board, Mid-Carolina Aging Advisory Council, and the Voluntary Ag Districts Board

ATTACHMENTS: Memos

Sampson County CVB Board The CVB recommends that Joel Rose be re-appointed to serve as Chair of the CVB Board of Directors for an additional year.

Mid-Carolina Aging Advisory Council The Mid-Carolina Aging Advisory Council recommends Alice Butler to fill the vacant COG Board Representative position.

Voluntary Ag Districts Board The Agriculture Board recommends that Wendy Dorman be appointed to represent District 5 of the Voluntary Ag Districts Board



DATE: August 28, 2023

TO: Stephanie Shannon

FROM: Sheila Barefoot

SUBJECT: CVB Board Appointment for President of the CVB Board

Good morning Stephanie

At our CVB Board meeting held August 22, 2023, the board voted to recommend to the BOC that Mr. Joel Rose be re-appointed to serve as Chair of the CVB Board of Directors for an additional year. Mr. Rose has agreed to serve for the upcoming year, should the BOC re-appoint him to this position.

His contact information is below:

Mr. Joel Rose, 412 Butler Drive, Clinton, NC 28328

Thanking you in advance.

A handwritten signature in black ink that reads "Sheila G. Barefoot".

Sheila Barefoot

Executive Director, Sampson County CVB

Agriculture (VAD) board nominee

Eileen Coite <eileen_coite@ncsu.edu>

Mon 8/28/2023 4:42 PM

To: Stephanie Shannon <sshannon@sampsonnc.com>

Hi Stephanie,

The Agriculture board would like to nominate Wendy Dorman of Ranch QD, located at 155 Reedsford Road, Clinton, NC, to represent District 5 of the Voluntary Ag Districts Board. This nomination was made at the August 9th meeting of the Agriculture Board.

Thank you,
Eileen

--

Eileen A. Coite

Extension Agent

Agriculture & Community Development

NC State University, College of Agriculture & Life Sciences

North Carolina Cooperative Extension, Sampson County Center

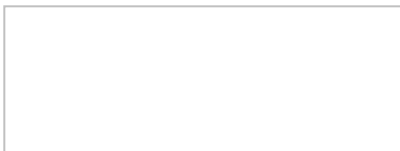
55 Agriculture Place, Clinton, NC 28328

Phone: (910) 592-7161

Fax: (910) 592-9513

Email: eileen_coite@ncsu.edu

website: <https://sampson.ces.ncsu.edu>



August 17, 2023

TO: Stephanie Shannon, Clerk to the Board

FROM: Tracy Honeycutt, Area Agency on Aging Director

SUBJECT: Mid-Carolina Aging Advisory Council

The Mid-Carolina Aging Advisory Council recommends Alice Butler to fill the vacant COG Board Representative position.

Thank you for your consideration.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: September 11, 2023	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

- a. Approve the minutes of the August 7, 2023 meeting
- b. Authorize the County Manager to execute a lease between Sampson County and Norwood and Judy Blanchard for the Harrells Solid Waste Container Site
- c. Authorize the County Manager to execute a lease between Sampson County and Myron B. and Connie W. Bass for the Mt. Gilead Solid Waste Container Site
- d. Authorize execution of the contract for the facilitation of Child and Family Team Meetings (CFTM) for FY 23-24 between Sampson County (DSS) and ADR Consultants, Inc.
- e. Authorize execution of a contract for Child Support Civil Officer Services for FY 23-24 between Sampson County (DSS) and Sampson County Sheriff Jimmy Thornton
- f. Authorize execution of a contract for Juvenile Court Officer/Investigator Services for FY 23-24 between Sampson County (DSS) and Sampson County Sheriff Jimmy Thornton
- g. Authorize execution of a contract for School Health Nursing Services for FY 23-24 between Sampson County (Health Department) and Sampson County Schools
- h. Approve the proposed updated Voluntary Agricultural District enrollment, amendment, and withdrawal form and enrollment fee (Cooperative Extension)
- i. Authorize execution of the updated Mid-Carolina Local Workforce Development Area Chief Elected Official Board (CEOB) Agreement
- j. Adopt a Proclamation Honoring the Sampson County Arts Council on its 50th Anniversary
- k. Adopt a resolution declaring vehicles and other items as surplus, directing staff to dispose of them at auction, and designating Friday, October 27, 2023, as the date of the surplus property auction.
- l. Approve a late present use value application for Leonel Perez
- m. Approve late disabled veterans tax exclusion requests for Larry E. Bailey, Mark W. Bergstresser, Kenneth R. Best, and Jeremy Ray Hook

n. Approve tax refunds and releases as submitted

o. 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 7, 2023, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Jerol Kivett, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Lethia Lee, and Allen McLamb.

Chairman Jerol Kivett called the meeting to order and turned the meeting over to Vice Chairperson Sue Lee. Vice Chairperson Sue Lee called upon Commissioner Godwin who provided the invocation. Vice Chairperson Sue Lee then asked the veterans in the audience to lead the Pledge of Allegiance.

Approval of Agenda

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

- Added Reports and Presentations – NCDOT Update by Highway Maintenance Engineer Keith Jackson
- Added Item 2B – Sampson Regional Medical Center Board of Trustees Appointment
- Added one item to the Consent Agenda – Authorize the County Manager to execute a contract between Sampson County Department of Aging and the Mid-Carolina Agency on Aging for the NC Family Caregiver Support Program
- Added a Closed Session following the Public Comment Period pursuant to G.S. 143-318.11(a)(3) (attorney-client privilege)

Reports and Presentations

Chairman Kivett called upon NCDOT Highway Maintenance Engineer Keith Jackson who provided a brief update on DOT projects throughout the County. Mr. Jackson clarified that repairs on Lisbon Street are scheduled to go under contract later this year.

Item 1: Public Hearing

Sampson Area Transportation – FY25 Community Transportation Program Application
Chairman Kivett opened a public hearing and called upon Sampson Area Transportation Director Rosemarie Oates-Mobley who reviewed four grants that the department is planning to apply for in preparation for FY25. Chairman Kivett opened the floor for public comments and hearing none, closed the public hearing. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution authorizing the submission of grant applications for federal and state funding and to authorize

the County Manager to execute any necessary related documents. (Copy filed in Inc. Minute Book _____, Page _____.)

Item 2: Action Items

Adopt a Resolution Supporting the Naming of a Portion of Interstate 40 from Mile Marker 352 to 357 in Honor of Representative Larry M. Bell Chairman Kivett called upon Commissioner Lethia Lee who presented a resolution supporting the naming of a portion of Interstate 40 in honor of Larry M. Bell. Upon a motion by Commissioner Lethia Lee and seconded by Commissioner McLamb, the Board voted unanimously to adopt a Resolution Supporting the Naming of a Portion of Interstate 40 From Mile Marker 352 to 357 in Honor of Representative Larry M. Bell. (Copy filed in Inc. Minute Book _____, Page _____.)

Sampson Regional Medical Center Board of Trustees Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Brandon Warren to the Sampson Regional Medical Center Board of Trustees.

Item 3: Consent Agenda

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

(as Board of Commissioners)

- a. Approved the minutes of the July 10, 2023 meeting (Copy filed in Inc. Minute Book _____, Page _____.)
- b. Authorized execution of the contract for legal services for FY 23-24 between Sampson County (DSS) and Warrick and Bradshaw
- c. Authorized execution of the contracts for non-emergency medical transportation services for FY 23-24 between Sampson County (DSS) and Sampson Area Transportation, The Gardens of Roseboro, and The Magnolia
- d. Authorized execution of the contract for school nursing services for FY 23-24 between Sampson County (Health Department) and Clinton City Schools
- e. Authorized execution of an Agreement for the Protection, Development, and Improvement of Forest Lands between Sampson County and the North Carolina Department of Agriculture and Consumer Services
- f. Approved a request by Sampson County Sheriff's Office to retire canines "Peggi" and "Kane" and relinquish ownership to their current handlers, Ronie Robinson and Heathe Williams effective September 1, 2023

- g. Authorized the County Manager to execute the Urgent Repair Program 2023 Assistance Policy for the Department of Aging
- h. Authorized the County Manager to execute a memorandum of understanding between Sampson County and Sampson County Amateur Radio Services, Inc. (SCARS) allowing SCARS to install a radio repeater at the Taylors Bridge Highway Communications Tower
- i. Declared as surplus and authorize transfer of service weapon (Sig Sauer 9mm pistol, serial number 47A066236) to retiring officer Robert Stroud
- j. Approved the Funding Plan for the FY 23-24 Home and Community Care Block Grant
- k. Approved a late disabled veterans tax exclusion request for James Wesley Reaves
- l. Approved the tax refunds and releases as submitted

#10217	Willie Kim Kinson	\$434.74
#10210	Sharon Lee Bowden	\$148.92
#10211	Michael Glenn Cottle	\$229.68
#10199	David Mark Calcutt	\$104.83
#10214	Nick Eugene Dailey Jr.	\$194.00
#10215	Christine Morgan McCurdy	\$220.14
#10219	Crystal Yvette Gillespie	\$122.61

- m. Approved budget amendments as submitted

<u>EXPENDITURE</u>		Various Departments	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
25141410	519400 Professional Services Reappraisal	\$680,101.	
11141210	544000 Contract Services	\$2,000.	
11243250	539500 Employee Training	\$475.	
11243250	526201 Department Supplies – Equipment	\$9,997.	
11243250	526200 Department Supplies	\$6,973.	
15243256	526200 Department Supplies	\$2,558.	
11243700	554000 Department Supplies – Equipment	\$5,265.	
11243700	554000 Capital Outlay – Vehicles	\$801,419.	
61971000	526200 Department Supplies	\$606.	
61971000	526201 Department Supplies – Equipment	\$3,245.	
4449560	555000 Capital Outlay – Other Equipment	\$14,900.	
<u>REVENUE</u>		<u>Increase</u>	<u>Decrease</u>
<u>Code Number</u>	<u>Source of Revenue</u>		
15134141	409800 Fund Balance Approp Encumbrances	\$680,101.	
15232556	409900 Fund Balance Approp Encumbrances	\$2,558.	
11033910	409100 Loan Proceeds	\$752,974.	
04034956	404010 Lagoon Management	\$14,900.	
11039999	409800 Fund Balance Approp Encumbrances	\$73,155.	
61937100	409800 Fund Balance Approp Encumbrances	\$3,851.	

<u>EXPENDITURE</u>		Health Department – Maternal Health		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551630	523902	Medical Supplies	\$12,000.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535163	404000	State Funding	\$12,000.	
<u>EXPENDITURE</u>		Health Department – COVID		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551230	539500	Employee Training	\$40,000.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535123	404095	Fund Balance - State	\$40,000.	
<u>EXPENDITURE</u>		Health Department – COVID		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551240	539500	Employee Training	\$295,150.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535124	404095	Fund Balance - State	\$295,150.	
<u>EXPENDITURE</u>		Health Department – COVID		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551240	523900	Medical Supplies	\$4,615.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535124	404095	Fund Balance - State	\$4,615.	
<u>EXPENDITURE</u>		Cooperative Extension		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04449560	526200	Department Supplies	\$13,505.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034956	404010	Lagoon Management Revenues	\$13,505.	
<u>EXPENDITURE</u>		Health Department – Child Health		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551810	525100	Gas, Oil, & Tire	\$1,751.	
12551810	529700	Lab Supplies	\$4,500.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535181	404000	State Funding	\$6,251.	

EXPENDITURE		Health Department – WIC		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	526200	Departmental Supplies	\$2,000.	
12551670	529700	Lab Supplies	\$2,500.	
12551670	532100	Telephone/Postage	\$2,500.	
12551670	533000	Utilities	\$2,000.	
12551670	537000	Advertising	\$3,000.	
12551670	543000	Rental Equipment	\$1,000.	
12551670	544000	Contract Services	\$40,332.	
REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000	State Funding	\$53,332.	

- n. Authorized the County Manager to execute a contract between Sampson County Department of Aging and the Mid-Carolina Agency on Aging for the NC Family Caregiver Support Program

(as Board of Health)

- o. Approved SCHD Fee/CPT Code Update

Item 4: County Manager’s Report

Chairman Kivett called upon County Manager Ed Causey and requested that he provide an update on the pay study. Mr. Causey shared that the pay study is delayed due to Human Resources staff being heavily involved in work concerning the current lawsuit between the County and employees at the Sampson County Sheriff’s Office. Mr. Causey stated that he hopes that work on the pay study will pick up speed and conclude in the near future.

Item 5: Public Comment Period

Following a brief overview of Public Comment Policies and Procedures by Clerk to the Board Stephanie Shannon, Chairman Kivett reviewed standards of conduct and decorum and then opened the floor for public comments. The following were received:

Abdullah Fisher, 966 Marion Amos Road, Roseboro, NC – “Good evening. This is for the public record. Within less than twenty-four hours of the last council meeting, there was a toxic spill on 3900 Old NC Hwy 24, Bonnetsville. I think it’s safe to say that that truck was headed to the toxic waste dump. If you don’t know, that’s the back entrance to the landfill where, in my opinion, anything goes. Complaints were filed with the Department of Environmental Quality, DEQ, about an earlier spill that happened around the week of June 26th. I got a response back from a Jason N. Watkins, he’s the head of the field operations branch for the Division of Waste Management for DEQ. He said that it was byproduct material that was being shipped to Darling Ingredients, former Valley Proteins plant in Fayetteville. He said it’s not material that normally goes in there. So why is it going there? That goes to the landfill. He also said in another email that Darling has shut down parts of their operations for several days in Fayetteville due to a disruption in their water waste system. I wonder why? Hmm.

Throughout several emails Mr. Watkins said that the material is not waste, it's not waste, it's not waste, it's not waste. I beg to differ. According to the DEQ website, not only is it waste, it's considered hazardous waste. According to Article 9's Solid Waste Management under part one, definitions. That's on their website. It says, hazardous waste means a solid waste or combination of solid waste which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause a significant increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health environment when improperly treated, stored, transported, disposed of, or otherwise managed. Also, in an interview with WRAL back in May, the reporter asked the mayor of Clinton, Lew Starling, 'When something like this happens, what kind of recourse do you have?' He said, quote, 'We have no recourse.' In closing, I'd like to say the GFL toxic waste dump needs to be shut down. Thank you."

Whitney Parker, 7745 Roseboro Highway, Roseboro, NC - "Good evening. I'm here once again to address the elephant in the room, the Snow Hill toxic waste dump. Mr. Fisher just stated a huge problem. The spills. The thing that came to my attention is that the kids have to stand and wait for the bus stop in these toxic materials. And not only that, they have to live in it. Let's run outside their front door and have to stand and wait for the bus. As Mr. Fisher said, there's no repercussions. I don't understand why, but something needs to be done. And that's all I have to say. Thank you."

Kenny Williams, 301 Carolina Avenue, Clinton, NC - "I'm Kenny Williams. I'm the commander of the American Legion Post 22 here in Clinton. I just wanted to bring some attention to the Veterans Park. I wanted to remember some veterans that their bricks are out there. Corporal John R. Edwards, USMC, 1944-1950, World War II Veteran; Corporal Delbert A. Carr, USMC, 1951-1953, Korean Veteran; and Corporal John Carlisle, USMC, 1960-1966, a Cambodia Veteran. Thank you for your time."

Stephanie Graham, 106 Sampson Street, Clinton, NC - "Hello everyone. I'm standing here today as the director of the Uplift Project and I know y'all are looking at me like, 'Stephanie, what is the Uplift Project? We've never heard of this before.' You're right. It's new. It is a new non-profit organization that has been developed to not only help Clinton City School children but to help Sampson County School children. All of them. You know, one day I was sitting at my shop and I saw some kids and they were considered displaced. Displaced means that they don't have a home, right? These kids were staying inside of hotels. So that let me know that you know what, this is a concern. Everybody's doing backpack giveaways and that's absolutely amazing, good job on the backpacks, but what about those kids that are displaced that don't have shoes, that don't have hygiene products, that don't have the proper things that they need in order to mix and mingle in the schoolhouse with the other kids. So, that's when the Uplift Project was birthed, to be able to give these kids an opportunity to walk in confidence in this 2023-2024 school year. So, I am here to personally invite each and every one of you commissioners, yes, to an event that we are having this Friday at Sunset School. At this event, why should you come? At this event we will have all of the kids that have been identified and that have registered to be there which as of this morning I have 78 kids that will be there. It is going to start at 11:00 a.m. at Sunset, but we've teamed up with Clinton PD. They're going to be there to teach the kids about bullying. What is bullying? How do they counteract bullying? Right? We've got nurses, registered nurses there to talk about hygiene, what it means to have

hygiene because what we're going to do is equip these kids with the knowledge that they need to be able to stand amongst the rest of the kids, not because of the way that they look, but because of the way that they're going to be able to feel and be able to participate just like everybody else. So, I look forward to seeing you there. Thank you."

Larry Sutton, 4761 Bearskin Road, Clinton, NC - "Good evening, Commissioners, staff members, and others. I want to begin by thanking you as a Board of Commissioners for all you do for Sampson County. Your job, task, it's an endless assignment. I'm sure you get phone calls and other concerns from constituents throughout the County, as we should send to you as Commissioners and on my last check, Commissioner Lee, I think I have been assigned to your district at this point. I was moved from Commissioner Lee's District Four to Three so I'm glad to have you as my commissioner. Tonight, I was pleased to hear that the County is concerned about the future needs of transportation for the County, mainly for our senior citizens including yours truly and I look forward to the expansion of programs that you are offering to assist seniors in their needs for transportation. Secondly, I was quite pleased that the Board adopted the resolution supporting Dr. Bell. Dr. Bell, Larry Bell is a staple, a pillar of this community and has been for years, and he is quite deserving of that name for I-40 segment. And lastly, the landfill. The landfill is a nuisance. The landfill meaning the Snow Hill landfill. I would like for the Commissioners to do all you can to make sure that the end date of this nuisance does not become extended ever again. It's time that we begin to consider closing the Snow Hill landfill. It's been 50 years since the Snow Hill landfill began. It began in 1973 and I'm currently doing the research on the background to the landfill at Snow Hill and I do want you to consider making sure that the end date of that landfill does not become extended. Thank you for your attention."

Diane Brown, Mt. Calvary Center for Leadership Development - "Mr. Baylor is having mechanical car problems at this moment so I'm going to speak on his behalf as well as myself. I'm here tonight to honor one of your Commissioners for a job well done. We did this last year for another Commissioner, how he provides in the neighborhood, Commissioner Godwin. He has been a provider for the neighborhood and the surrounding communities, and we honored him last year, but this year we are honoring Commissioner Lethia Lee. 2023 Community Service Award presented to Lethia R. Lee, Sampson County Commissioner, in grateful appreciation of your dedicated service to the people of Sampson County, presented by Dr. Jimmy Tate, Mt. Calvary Center for Leadership Development. We are a nonprofit organization and we connect people to resources and when we have come to these Commissioners, they have provided resources for your County, and for this we want to say thank you and with gratitude we give this award to her. Thank you so much."

Robert Graczyk, 2556 Greens Bridge Road, Garland, NC - "I just wanted to come by and inform you all that the Garland Softball League concluded its baseball league this year with over 150 young adults, young kids I should call them, between the ages of four and nineteen. They paid \$10 each to play. All of the coaches are volunteers. The only thing the Town of Garland pays for is to supplement the umpires there. The fences are falling down. The lights don't work. They can only play until it gets dark. They had playoffs last week and a young individual, because it got dark, kids want to play, they want to win, got injured. The lights don't work, and they haven't worked since a hurricane took out the main ball field back in Florence. We called our representative Ms. Lee for assistance. I just want to say over 150 young boys and girls

played softball in Garland. They don't have helmets because they don't have safety equipment. The catchers don't have any catcher's equipment. The moms and dads go out there and buy them mitts and baseball bats, the league provides the balls for 150 young kids. When I grew up, we played little league baseball. We played little league football. We played flag football and that started us in organized sports. That started us to work together and become a team. These are the things that young people need. I heard people walking aimlessly on streets. They need some support. They need leadership and they need guidance from adults, and they get it from the Garland Softball League. Thank you for your time."

Item 6: Closed Session - G.S. 143-318.11(a)(3)

Upon a motion by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to enter into closed session. Upon a motion made by Commissioner McLamb and seconded by Vice Chairperson Lee, the Board voted to come out of closed session.

Adjournment

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

R. Jerol Kivett, Chairman

Stephanie P. Shannon, Clerk to the Board

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

THIS LEASE AGREEMENT is made and entered into this _____ day of September, 2023 by and between NORWOOD BLANCHARD and JUDY BLANCHARD, (hereinafter collectively referred to as “Landlord”); and SAMPSON COUNTY, a body corporate and politic and a political subdivision of the State of North Carolina (herein after referred to as “Tenant”). Landlord and Tenant may be referred to at times herein individually as a “Party” or collectively as the “Parties”.

W I T N E S S E T H:

That in consideration of the rents, covenants, and upon the terms herein set forth, the Landlord lets and leases to the Tenant and the Tenant does hereby accept as tenant of the Landlord that certain tract of land herein more particularly described as the “Premises” together with the appurtenances thereunto belonging including any easements for ingress and egress.

Said lease shall be subject to the following terms and conditions:

(1) PREMISES: Beginning at a point on the Western R/W margin of NCSR 1007, 60’ R/W, said Point of Beginning being, North 49 degrees 31 minutes 48 seconds East, 1114.26’ from set p-k nail at the centerline intersection of NCSR 1007 and NCSR 1118, Sampson County, NC; thence leaving said R/W margin and running with an existing fence, North 43 degrees 40 minutes 45 seconds West, 158.75’ to a fence corner; thence continuing to run with an existing fence, North 49 degrees 56 minutes 31 seconds East, 91.52’ to the Point of Intersection of said fence and the Northern boundary of A. D. Ezzell, deed recorded in Deed Book 905, Page 494, Sampson County Registry, said point also being in a Southern boundary of Mollie M. Ward (N/F); thence running with the common boundary of Ezzell and Ward, South 48 degrees 48 minutes 27 seconds East, 163.85’ to a point on the Western R/W Margin of NCSR 1007, said point being, centerline of

NCSR 1007; thence running with said Western R/W margin, South 51 degrees 50 minutes 03 seconds West, 106.47' to the Point of Beginning and containing 0.3633 Acres +(15,822.92 sq.ft).

(2) TERM OF LEASE: The term of this Lease shall be for a period of five (5) years and shall commence on the 1st day of September, 2023 and terminate on the 31st day of August, 2028 at 11:59 p.m.

(3) RENT: Tenant shall pay Landlord an annual rental of Two Thousand Dollars (\$2,000.00), which shall be made in a single annual payment. The first annual rental payment shall be made on or before October 1, 2023, provided that this Agreement has been executed by Landlord and approved by the Sampson County Board of Commissioners. Each subsequent annual rental payment shall be made on or before September 1st of each year thereafter.

(4) PERMITTED USE: The Premises shall be used by the Tenant as a solid waste container site open to members of the general public. Tenant shall be permitted to erect such signage as Tenant shall deem appropriate to facilitate the use of the Premises as a solid waste container site. Landlord shall not restrict the general public's right to access the Premises during the term of this Lease.

(5) TAXES: Landlord shall pay all taxes, including, but not limited to, ad valorem taxes, special assessments, and any other governmental charges, on the Premises.

(6) CASUALTY INSURANCE AS TO THE PREMISES: Landlord may, at Landlord's own cost and expense, keep the Premises insured against loss or damage by fire, vandalism, malicious mischief, and all other risks as may be included in the standard form of extended coverage insurance from time to time available. In the event that Landlord chooses not to keep the Premises insured, Tenant shall have no liability whatsoever to Landlord for any loss or

damage to the Premises that would have otherwise been covered by a policy of insurance of the type described in this paragraph, notwithstanding any provision of this Lease to the contrary.

(7) CASUALTY INSURANCE AS TO PERSONAL PROPERTY: Tenant, at its own cost and expense, shall keep all of its personal property and fixtures insured against loss or damage by fire, vandalism, and malicious mischief, and all other risks as may be included in the standard form of extended coverage insurance.

(8) WAIVER OF RIGHTS IN INSURED LOSSES: Tenant and Landlord agree that neither shall be liable to the other for damages to the Premises or to any of the contents thereof, whether owned by Landlord or Tenant, by perils insured against by the Party owning such damaged or destroyed property, except to the extent that such damage is the result of an intentional act of one of the Parties. The Landlord hereby waives any and all rights of recovery from the Tenant, including the right of subrogation, for loss caused by the perils of fire and other perils included in the definition of extended coverage, and the Tenant hereby waives any and all rights of recovery from the Landlord, including the right of subrogation, for loss caused to its personal property by the perils of fire and other perils included in the definition of extended coverage.

(9) LIABILITY INSURANCE: Tenant, at its own expense, shall, for the mutual benefit of Landlord and Tenant, maintain comprehensive general liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Premises.

(10) REPAIRS AND ALTERATIONS TO PREMISES: Tenant accepts the Premises in its present condition and as suited for the Permitted Use identified in paragraph 4 hereof. Tenant shall maintain in good order and repair the Premises, subject to the provisions of paragraph 12 hereof.

(11) ALTERATIONS: Tenant may make alterations, additions, and improvements to the Premises without prior written consent of the Landlord, provided that the alterations are consistent with the Permitted Use identified in paragraph 4 hereof.

(12) DESTRUCTION OF DAMAGE: Should the Premises be damaged by fire or other casualty, the Tenant may elect in its sole discretion to repair the premises. However, if due to cost or other considerations, Tenant deems in its sole discretion repairs infeasible or impractical, this Lease shall terminate as of the date of the damage, and Tenant shall have no further obligation to Landlord hereunder.

(13) CONDEMNATION: If any part of the Premises is taken under the power of eminent domain by any governmental authority, the Tenant may in its sole discretion elect to terminate this Lease as of the date of such taking, and Tenant shall have no further liability or obligation arising under this lease after said date.

(14) ASSIGNMENT AND SUBLETTING: Tenant may assign and/or sublet the Premises without the Landlord's prior written consent.

(15) DEFAULT: Should Tenant be in default in the payment of rents hereinabove provided, or should it be in default in any other manner under the terms or provisions of this Lease, and fail to cure said default within thirty (30) days of receiving written notice of its default from Landlord, the Landlord may, at its option, but subject to the other provisions herein contained, declare this Lease terminated, and in such event the Landlord shall have the right to re-enter and take possession of the Premises and avail itself of all rights and remedies herein provided or which the law will allow, including recovery from Tenant of all legal costs and reasonable attorney fees incurred by Landlord in the enforcement of its rights and remedies. Nothing herein shall be

interpreted as giving Landlord the right to take possession of any personal property or fixtures of Tenant or any third party sublessee.

(16) SURRENDER OF PREMISES: Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender the Premises, and shall remove all its property therefrom, except as otherwise provided in this Lease. Tenant may remove all fixtures installed by the Tenant for conduct of the Permitted Use and also any and all additions, improvements, and alterations, even though they might be construed to be improvements to the real estate, if these improvements can be removed without damage to the Premises.

(17) ENTRY BY LANDLORD: Landlord may enter upon the Premises upon twenty-four (24) hours prior notice at reasonable times for the purpose of inspecting, examining, and repairing the property; provided, however, that, in so doing, Landlord, shall not interfere with the use of the Premises by Tenant and members of the public.

(18) RELATIONSHIP OF THE PARTIES: It is stipulated and agreed that this Lease shall not be construed as creating any partnership or other relationship between the Parties other than that of landlord and tenant.

(19) SEVERABILITY: If any term or provision of this lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(20) BINDING NATURE: The provisions of this Lease Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

(21) SURVIVAL: Any provision of this Lease that requires or reasonably contemplates the performance or existence of obligations by a party after expiration or termination hereof shall survive such expiration or termination, regardless of the reason for the expiration or termination.

(22) GOVERNING LAW AND FORUM SELECTION: This Lease shall be governed by and construed under the laws of the State of North Carolina. The exclusive venue for any litigation arising out of this Lease shall be the General Court of Justice of Sampson County, North Carolina.

(23) AMENDMENTS TO LEASE: This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(24) NOTICES: All notices required or permitted to be sent by either party to this Lease shall be sent to the following designated address, or to such other address or addresses as may hereinafter be designated by either Party by overnight courier or by mailing written notice by certified mail, return receipt requested as follows:

Landlords

Norwood Blanchard and Judy Blanchard
P.O. Box 1425
Burgaw, NC 28425

Tenant

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

(25) ANNUAL APPROPRIATIONS: This Lease is subject to the annual appropriation of funds by the Sampson County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for the lease of the property described

herein, the County will be entitled to immediately terminate this Lease, without penalty or liability, except the payment of all amounts due under Lease up to and through the date of termination.

(26) NO THIRD-PARTY BENEFICIARIES: This Lease is not intended for the benefit of any third party. The rights and obligations contained herein belong to the Parties hereto, and this Lease shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

(27) NON-WAIVER OF IMMUNITY: The Parties agree that nothing herein shall be construed to waive the Tenant's defense of governmental immunity from any cause or action alleged or brought against the Tenant by any third party.

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease Agreement in duplicate originals, the day and year first above written.

LANDLORD

_____(SEAL)
NORWOOD BLANCHARD

_____(SEAL)
JUDY BLANCHARD

TENANT

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

Attest:

Stephanie P. Shannon, Clerk

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

David K. Clack, Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

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

Witness my hand and official seal, this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

This the ____ day of _____, 2023, personally came before me Stephanie P. Shannon, Clerk of the Sampson County Board of Commissioners, who being duly sworn, states that she knows the common seal of the said County of Sampson, and she is acquainted with Edwin W. Causey, who is the County Manager of Sampson County, and that she, the said Stephanie P. Shannon, is the Clerk to the Board of Commissioners of said County and saw the said County Manager sign the foregoing instrument, and she, the said Clerk, as aforesaid, affixed said seal to said instrument, and that she, the said Clerk signed her name in attestation of the execution of said instrument in the presence of the said County Manager of said County.

Witness my hand and official seal, this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

THIS LEASE AGREEMENT is made and entered into this _____ day of September, 2023 by and between MYRON B. BASS and wife, CONNIE W. BASS, (hereinafter collectively referred to as “Landlord”); and SAMPSON COUNTY, a body corporate and politic and a political subdivision of the State of North Carolina (herein after referred to as “Tenant”). Landlord and Tenant may be referred to at times herein individually as a “Party” or collectively as the “Parties”.

W I T N E S S E T H:

That in consideration of the rents, covenants, and upon the terms herein set forth, the Landlord lets and leases to the Tenant and the Tenant does hereby accept as tenant of the Landlord that certain tract of land herein more particularly described as the “Premises” together with the appurtenances thereunto belonging including any easements for ingress and egress.

Said lease shall be subject to the following terms and conditions:

(1) PREMISES: A certain 1.0 acre tract or parcel denoted as Tract 2 reflected upon a map of survey entitled “Sampson County Mt. Gilead Container Site” prepared by Ed Hill Surveying, P.A., dated March 23, 1982, a copy of which is recorded in the Office of the Sampson County Register of Deeds in Book 1139 at Page 621, together with a right of ingress and egress onto the Leased Premises from U.S. Hwy. 421.

(2) TERM OF LEASE: The term of this Lease shall be for a period of five (5) years and shall commence on the 1st day of September, 2023 and terminate on the 31st day of August, 2028 at 11:59 p.m.

(3) RENT: Tenant shall pay Landlord an annual rental of Two Thousand Dollars (\$2,000.00), which shall be made in a single annual payment. The first annual rental payment shall be made on or before October 1, 2023. Each subsequent annual rental payment shall be made on or before October 1st of each year thereafter.

(4) PERMITTED USE: The Premises shall be used by the Tenant as a solid waste container site open to members of the general public. Tenant shall be permitted to erect such signage as Tenant shall deem appropriate to facilitate the use of the Premises as a solid waste container site. Landlord shall not restrict the general public's right to access the Premises during the term of this Lease.

(5) TAXES: Landlord shall pay all taxes, including, but not limited to, ad valorem taxes, special assessments, and any other governmental charges, on the Premises.

(6) CASUALTY INSURANCE AS TO THE PREMISES: Landlord may, at Landlord's own cost and expense, keep the Premises insured against loss or damage by fire, vandalism, malicious mischief, and all other risks as may be included in the standard form of extended coverage insurance from time to time available. In the event that Landlord chooses not to keep the Premises insured, Tenant shall have no liability whatsoever to Landlord for any loss or damage to the Premises that would have otherwise been covered by a policy of insurance of the type described in this paragraph, notwithstanding any provision of this Lease to the contrary.

(7) CASUALTY INSURANCE AS TO PERSONAL PROPERTY: Tenant, at its own cost and expense, shall keep all of its personal property and fixtures insured against loss or damage by fire, vandalism, and malicious mischief, and all other risks as may be included in the standard form of extended coverage insurance.

(8) WAIVER OF RIGHTS IN INSURED LOSSES: Tenant and Landlord agree that neither shall be liable to the other for damages to the Premises or to any of the contents thereof, whether owned by Landlord or Tenant, by perils insured against by the Party owning such damaged or destroyed property, except to the extent that such damage is the result of an intentional act of one of the Parties. The Landlord hereby waives any and all rights of recovery from the Tenant,

including the right of subrogation, for loss caused by the perils of fire and other perils included in the definition of extended coverage, and the Tenant hereby waives any and all rights of recovery from the Landlord, including the right of subrogation, for loss caused to its personal property by the perils of fire and other perils included in the definition of extended coverage.

(9) LIABILITY INSURANCE: Tenant, at its own expense, shall maintain comprehensive general liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Premises.

(10) REPAIRS AND ALTERATIONS TO PREMISES: Tenant accepts the Premises in its present condition and as suited for the Permitted Use identified in paragraph 4 hereof. Tenant shall maintain in good order and repair the Premises, subject to the provisions of paragraph 12 hereof.

(11) ALTERATIONS: Tenant may make alterations, additions, and improvements to the Premises without prior written consent of the Landlord, provided that the alterations are consistent with the Permitted Use identified in paragraph 4 hereof.

(12) DESTRUCTION OR DAMAGE: Should the Premises be damaged by fire or other casualty, the Tenant may elect in its sole discretion to repair the premises. However, if due to cost or other considerations, Tenant deems in its sole discretion repairs infeasible or impractical, this Lease shall terminate as of the date of the damage, and Tenant shall have no further obligation to Landlord hereunder.

(13) CONDEMNATION: If any part of the Premises is taken under the power of eminent domain by any governmental authority, the Tenant may in its sole discretion elect to terminate this Lease as of the date of such taking, and Tenant shall have no further liability or obligation arising under this lease after said date.

(14) ASSIGNMENT AND SUBLETTING: Tenant may assign and/or sublet the Premises without the Landlord's prior written consent.

(15) DEFAULT: Should Tenant be in default in the payment of rents hereinabove provided, or should it be in default in any other manner under the terms or provisions of this Lease, and fail to cure said default within thirty (30) days of receiving written notice of its default from Landlord, the Landlord may, at its option, but subject to the other provisions herein contained, declare this Lease terminated, and in such event the Landlord shall have the right to re-enter and take possession of the Premises and avail itself of all rights and remedies herein provided or which the law will allow, including recovery from Tenant of all legal costs and reasonable attorney fees incurred by Landlord in the enforcement of its rights and remedies. Nothing herein shall be interpreted as giving Landlord the right to take possession of any personal property or fixtures of Tenant or any third party sublessee.

(16) SURRENDER OF PREMISES: Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender the Premises, and shall remove all its property therefrom, except as otherwise provided in this Lease. Tenant may remove all fixtures installed by the Tenant for conduct of the Permitted Use and also any and all additions, improvements, and alterations, even though they might be construed to be improvements to the real estate, if these improvements can be removed without damage to the Premises.

(17) ENTRY BY LANDLORD: Landlord may enter upon the Premises upon twenty-four (24) hours prior notice at reasonable times for the purpose of inspecting, examining, and repairing the property; provided, however, that, in so doing, Landlord, shall not interfere with the use of the Premises by Tenant and members of the public.

(18) RELATIONSHIP OF THE PARTIES: It is stipulated and agreed that this Lease shall not be construed as creating any partnership or other relationship between the Parties other than that of landlord and tenant.

(19) SEVERABILITY: If any term or provision of this lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(20) BINDING NATURE: The provisions of this Lease Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

(21) SURVIVAL: Any provision of this Lease that requires or reasonably contemplates the performance or existence of obligations by a party after expiration or termination hereof shall survive such expiration or termination, regardless of the reason for the expiration or termination.

(22) GOVERNING LAW AND FORUM SELECTION: This Lease shall be governed by and construed under the laws of the State of North Carolina. The exclusive venue for any litigation arising out of this Lease shall be the General Court of Justice of Sampson County, North Carolina.

(23) AMENDMENTS TO LEASE: This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(24) NOTICES: All notices required or permitted to be sent by either party to this Lease shall be sent to the following designated address, or to such other address or addresses as may

hereinafter be designated by either Party by overnight courier or by mailing written notice by certified mail, return receipt requested as follows:

Landlords

Myron B. Bass and Connie W. Bass
4210 Taylors Bridge Highway
Clinton, NC 28328

Tenant

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

(25) ANNUAL APPROPRIATIONS: This Lease is subject to the annual appropriation of funds by the Sampson County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for the lease of the property described herein, the County will be entitled to immediately terminate this Lease, without penalty or liability, except the payment of all amounts due under Lease up to and through the date of termination.

(26) NO THIRD-PARTY BENEFICIARIES: This Lease is not intended for the benefit of any third party. The rights and obligations contained herein belong to the Parties hereto, and this Lease shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

(27) NON-WAIVER OF IMMUNITY: The Parties agree that nothing herein shall be construed to waive the Tenant's defense of governmental immunity from any cause or action alleged or brought against the Tenant by any third party.

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease Agreement in duplicate originals, the day and year first above written.

LANDLORD

_____(SEAL)
MYRON B. BASS

_____(SEAL)
CONNIE W. BASS

TENANT

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

Attest:

Stephanie P. Shannon, Clerk

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

David K. Clack, Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

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

Witness my hand and official seal, this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

This the _____ day of _____, 2023, personally came before me Stephanie P. Shannon, Clerk of the Sampson County Board of Commissioners, who being duly sworn, states that she knows the common seal of the said County of Sampson, and she is acquainted with Edwin W. Causey, who is the County Manager of Sampson County, and that she, the said Stephanie P. Shannon, is the Clerk to the Board of Commissioners of said County and saw the said County Manager sign the foregoing instrument, and she, the said Clerk, as aforesaid, affixed said seal to said instrument, and that she, the said Clerk signed her name in attestation of the execution of said instrument in the presence of the said County Manager of said County.

Witness my hand and official seal, this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

Contract # 57 Fiscal Year Begins July 1, 2023, Ends June 30, 2024

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and ADR Consultants (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 389-86-6452 and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) State Certification (Attachment M)
- (11) 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, 2023 and shall terminate on June 30, 2024. 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 \$ 79,998. This amount consists of \$ 39,999 in Federal funds (CFDA #93.667), \$ 0 in State Funds, \$39,999 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 \$79,998.

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	Name & Title	Lynn S. Fields, Director
County	Sampson County DSS	County	Sampson County DSS
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28398	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131 ext. 3204		
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	Kirsten Atkinson, Owner/CEO	Name & Title	Kirsten Atkinson, Owner/CEO
Company Name	ADR Consultants, Inc.	Company Name	ADR Consultants, Inc.
Mailing Address	5632 Shell Road Village Dr.	Street Address	5632 Shell Road Village Dr.
City State Zip	Wilmington, NC 28403	City State Zip	Wilmington, NC 28403
Telephone	910-352-8001		
Fax			
Email	kirstenbatkinson@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:

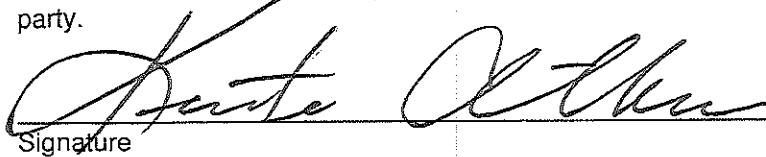
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.



July 17, 2023
Date

Kirsten Atkinson
Printed Name

CEO/ADR Consultants
Title

COUNTY



7/24/2023
Date

Signature (must be legally authorized to sign contracts for DSS)

Lynn S. Fields
Printed Name

DSS Director
Title

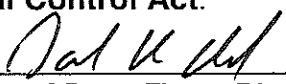
Signature (must be legally authorized to sign contracts for County)

Date

Edwin W. Causey
Printed Name

County Manager
Title

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



7/27/2023
Date

Signature of County Finance Director
David K. Clack

**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.

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.

Indemnity and Insurance

- (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 Federal Tax Id. or SSN 389-86-6452
Contract # 57

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: ADR Consultants, Inc.
- 2. Name of Program (s): Facilitation of Child and Family Team Meetings
- 3. Status: Public Private, Not for Profit Private, For Profit
- 4. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

- Contractor will be responsible for facilitating Child and Family Team Meetings (CFTM) for the Sampson County Dept. of Social Services
- 1 Practitioner per delivery day
- CFTM report(s) due to Sampson County DSS no later than 5 working business days from the close of the CFTM
- Sampson County DSS Supplied Material and Actions (duration of the contract)
 - 1. Designated computer (to remain locked on agency site).
 - 2. Conference room with appropriate stakeholder seating, lighting, ventilation, restrooms, and breakout room.
 - 3. Supplies including, but not limited to, poster board and markers/whiteboard, client tissues, pens & notepaper, access to water and restroom facilities.
 - 4. Weekly schedule 24 hours preceding CFTM: to include contact social worker; family name (for COI purposes only); and appointment time.
 - 5. Current Sampson County DSS scheduler (c/o Jane Dudley) to continue calendaring cases on stated schedule.
 - 6. Provide periodic participant evaluations of service execution regarding "fairness", "dignity", and suggested improvements.

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

Negotiated Rate: \$6,666.50 per month

D. Number of units to be provided: 12 months

Monthly Delivery days – maximum of 6 calendar days

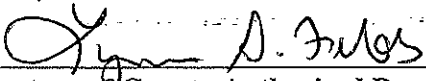
- 1st Monday of the month
- 2nd Monday of the month and the following Tuesday
- 3rd Monday of the month and the following Tuesday
- 4th Monday of the month

Contractor follows the Federal Holiday calendar. In the event a Monday or Tuesday is a Federal Holiday, no services will be delivered that day.

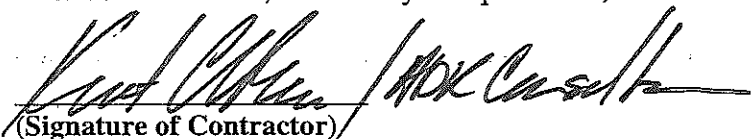
E. Details of Billing process and Time Frames;

Contractor will submit an invoice to Sampson County DSS monthly for services to be provided based on rates in section C above. Sampson County DSS will submit the invoice for payment in the next regular check run.

F. Area to be served/Delivery site(s): Sampson County Department of Social Services; 360 County Complex Road; Clinton, NC


(Signature of County Authorized Person)

7/24/23
(Date Submitted)


(Signature of Contractor)

July 17, 2023
(Date Submitted)

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.

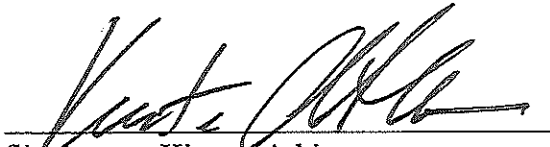
Contractor will inform the County of any additional sites for performance of work under this agreement.

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 – Kirsten Atkinson

Owner/CEO
Title

ADR Consultants, Inc.
Agency/Organization

July 17, 2023
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:

ADR Consultants
Name of Organization
[Signature]
Signature of Organization Official

7.20.2023
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

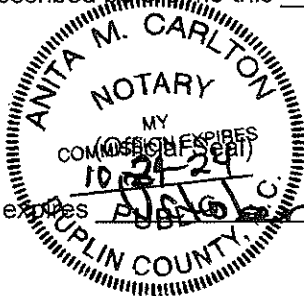
I, Anita M. Carlton, Notary Public for said County and State, certify that

Kirsten Atkinson personally appeared before me this day and acknowledged

that he/she is Owner/CEO of ADR Consultants
[enter name of entity]

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 20th day of July, 2023.

Sworn to and subscribed before me this 24th day of July, 2023.



Anita M. Carlton
Notary Public

My Commission expires 10-31, 2024

ATTACHMENT E
NO OVERDUE TAX DEBTS

ADR CONSULTANTS, INC.
5632 Shell Road Village Drive
Wilmington, NC 28403
(910) 352-8001

July 1, 2023

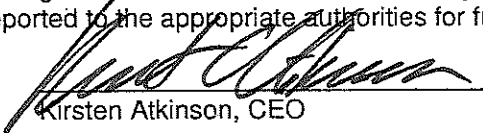
To: Sampson County Department of Social Services

Certification:

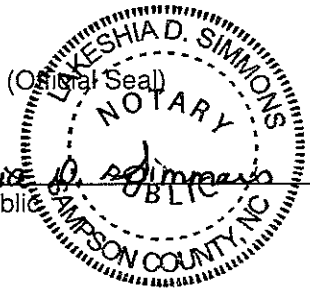
I, Kirsten Atkinson, certify that ADR Consultants, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense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

Sworn Statement:

I, Kirsten Atkinson, being duly sworn, say 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 State funds will be reported to the appropriate authorities for further action.


Kirsten Atkinson, CEO

Sworn to and subscribed before me this 18th day of July, 2023


LAKESHIA D. SIMMONS
NOTARY PUBLIC
SAMPSON COUNTY, NC

My Commission Expires: 9/29/2026

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

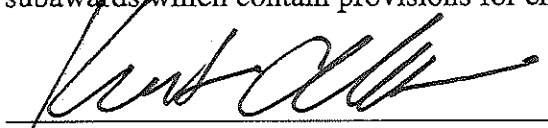
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 – Kirsten Atkinson

Owner/CEO

Title

ADR Consultants, Inc.

Agency/Organization

Date July 17, 2023

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.

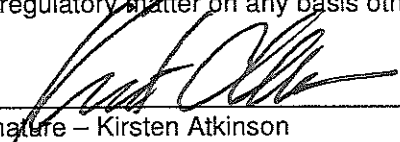
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, 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.

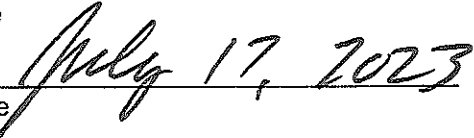
Paragraph D.

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 – Kirsten Atkinson

ADR Consultants, Inc.
Agency/Organization

Owner/CEO
Title


Date

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

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

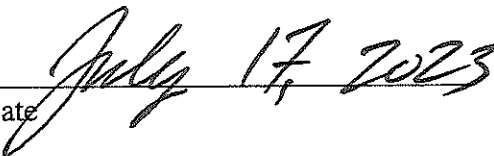
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition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

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

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

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


Signature -- Kirsten Atkinson Owner/CEO
Title

ADR Consultants, Inc. 
Agency/Organization Date

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.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
- (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:

ADR Consultants

Contractor's

Authorized Agent: Signature



Date 7.20.23

Printed

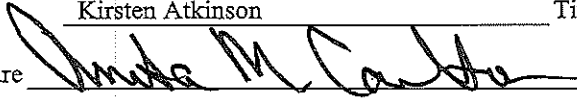
Name

Kirsten Atkinson

Title Owner/CEO

Witness:

Signature



Date

7/24/23

Printed

Name

Anita M. Carlton

Title

CSS 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.

CONTRACT PROVIDER NAME: ADR Consultants, Inc.

CONTRACT NUMBER: #57

CONTRACT PERIOD: July 1, 2023 - June 30, 2024

PROVIDER'S FISCAL YEAR: January - December

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

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

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

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

[Signature]
Signature of Authorized Programmatic Individual

7/24/23
DATE

[Signature]
Signature of Authorized Administrative Individual

7/24/23
DATE

**Contract #6 Fiscal Year Begins July 1, 2023, Ends June 30, 2024
Child Support Civil Officer Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Jimmy Thornton, Sheriff of Sampson County (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-6000338 and DUNS Number 040044067 (required if funding from a federal funding source).

- 1. Contract Documents:** This Contract consists of the following documents:
- (1) This contract
 - (2) The General Terms and Conditions (Attachment A)
 - (3) The Scope of Work, description of services, and rate (Attachment B)
 - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
 - (5) Conflict of Interest (Attachment D)
 - (6) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
 - (7) Federal Certification Regarding Lobbying (Attachment G)
 - (8) Federal Certification Regarding Debarment (Attachment H)
 - (9) HIPAA Business Associate Addendum (Attachment I)
 - (10) State Certification (Attachment M)
 - (11) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
 - (12) 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, 2023, and shall terminate on June 30, 2024. 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 \$147,891.00. This amount consists of \$97,608.00 in Federal funds (CFDA #93.563), \$0.00 in State Funds, \$50,283.00 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, Director	Name & Title	Lynn S. Fields, Director
County	Sampson	County	Sampson
Mailing Address	PO Box 1105	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	Jimmy Thornton,	Name & Title	Jimmy Thornton,
Company Name	Sampson County Sheriff	Company Name	Sampson County Sheriff
Mailing Address	112 Fontana Street	Mailing Address	112 Fontana Street
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4141		
Fax	910-592-8641		
Email	sampsonsheriff.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.

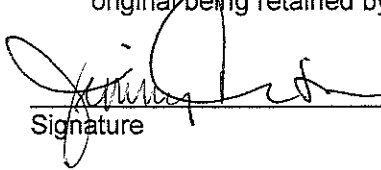
12. Outsourcing to Other Countries:

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 duplicate originals, with one original being retained by each party.

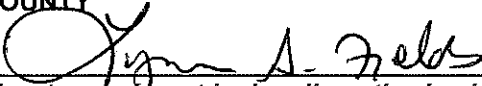
 _____ 7-19-23

Signature _____ Date

Jimmy Thornton _____ Sheriff

Printed Name _____ Title

COUNTY

 _____ 7/15/2023

Signature *(must be legally authorized to sign contracts for DSS)* _____ Date

Lynn S. Fields _____ DSS Interim Director

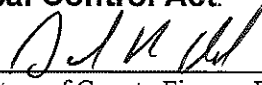
Printed Name _____ Title

Signature *(must be legally authorized to sign contracts for County)* _____ Date

Edwin W. Causey _____ County Manager

Printed Name _____ Title

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

 _____ 7/17/2023

Signature of County Finance Director _____ Date

David K. Clack

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 #6

Federal Tax Id. 56-6000338

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: Jimmy Thornton, Sheriff of Sampson County
- 2. *If different* from Contract Administrator Information in General Contract: Address SAME
- 3. Name of Program (s): Child Support Civil Officer 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 and to whom (include SIS Service Code):

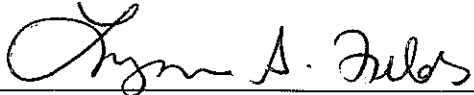
- 1. Complete Service of Process of all Sampson County Child Support Legal Documents on subjects located within Sampson County with 80% of two (2) full-time Deputies work schedule allotted to this function.
- 2. Perform "Round-Ups" of Outstanding Orders for Arrest as needed each year.
- 3. Transport Prisoners to and from the Jail to Child Support Court; and transport prisoners to Sampson County jail when orders for arrest are executed in other counties.
- 4. Administrative Duties to include but not limited to daily pick-up of legal documents from Child Support Office and return of legal documents already processed; logging documents into the Sheriff Dept.'s automated system and disburse to appropriate Deputies for Service of Process, complete preliminary locate activities to include review of the Sampson County Court Dockets and Jail Listing; various other administrative functions as needed.
- 5. Provide monthly reports of logs of Service of Process completed and/or Returns on Sampson County Child Support Documents.
- 6. The Deputy Sheriff's shall communicate regularly with the Director of the Department and/or Child Support Program Manager which includes but is not limited to regular meetings to be conducted at least quarterly, consultation before employing or assigning the personnel referred to herein.
- 7. Maintain a 90% Service of Process rate of Sampson County Child Support Legal Documents.
- 8. That the Sheriff agrees to comply with all requirements of Sections of Chapter 110 of the North Carolina General Statutes and the unites States Public Laws, particularly 93-647 and the regulations promulgated pursuant thereto relating to the performance of the services of process and arrest, including but not limited to, maintaining such records as required by the Federal funding agency in order to qualify these expenditures for reimbursement and to insure such records are made available for Federal and State auditors when and if required.

C. Rate per unit of Service (define the unit):
Negotiated County Rate: \$34.00 per hour for all services rendered

D. Number of units to be provided:
4349.74 Hours

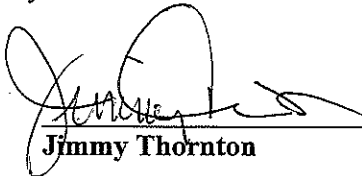
E. Details of Billing process and Time Frames;
The Sheriff's Office will submit an invoice to the Sampson County Department of Social Services monthly for \$12,324.50. Sampson County DSS will submit the invoice to the Sampson County Finance Office for a transfer of funds by journal entry.

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



 Lynn S. Fields
 7/5/2023

 Date



 Jimmy Thornton
 7-19-23

 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 – Jimmy Thornton

Sheriff

Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

7-19-23

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:

Jimmy Thornton, Sheriff of Sampson County
Name of Organization

[Signature]
Signature - Jimmy Thornton

7-19-23
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Leslie B Martin, Notary Public for said County and State, certify that Jimmy Thornton personally appeared before me this day and acknowledged that he/she is Sheriff of Sampson County 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 19th day of July, 2023.

Sworn to and subscribed before me this 19th day of July, 2023



[Signature]
Notary Public Signature

My Commission expires April 4, 2028.

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services/Human 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 – Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

7-19-23
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT G

Sampson County Department of Social Services/Human Services

Certification Regarding Lobbying

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.

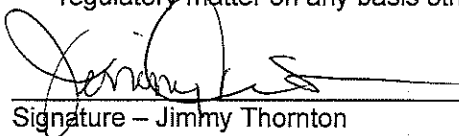
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, 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 – Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

7-19-23
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Sampson County Department of Social Services/Human Services

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

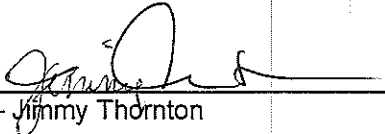
Instructions for Certification

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 – Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County

Agency/Organization



Date

(Certification signature should be same as Contract signature.)

ATTACHMENT I

Sampson County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2023, by and between Sampson County Department of Social Services ("Covered Entity") and Jimmy Thornton, Sheriff of Sampson County ("Business Associate") (collectively the "Parties").

1. BACKGROUND

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

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

6. GENERAL TERMS AND CONDITIONS

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

SIGNATURE _____


Signature – Jimmy Thornton

Date: 7-19-23

Rev. 6-7-2015

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

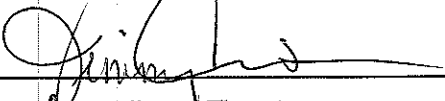
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- 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: Jimmy Thornton, Sheriff of Sampson County

Contractor's
Authorized Agent: Signature  Date 7-19-23

Printed Name Jimmy Thornton Title Sheriff

Witness: Signature  Date 7/19/23

Printed Name Leslie B Martin Title Office Manager

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>.

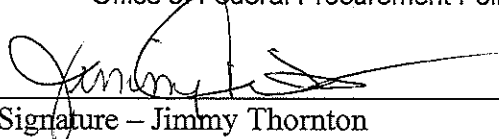
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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 – Jimmy Thornton

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

Sheriff

Title
7-19-23

Date

CONTRACT PROVIDER NAME: Jimmy Thornton, Sheriff of Sampson County

CONTRACT NUMBER: 7

CONTRACT PERIOD: July 1, 2023 - June 30, 2024

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


 Signature of County Authorized Person

7/5/2023
 DATE


 Signature of Authorized Administrative Individual

7/5/2023
 DATE

**Contract #7 Fiscal Year Begins July 1, 2023, Ends June 30, 2024
Juvenile Court Officer/Investigator**

This contract is hereby entered into this **1st day of July 2023** by and between the **Sampson County Department of Social Services**, party of the first part, hereinafter referred to as "Department", **Jimmy Thornton, Sheriff of Sampson County**, party of the second part, hereinafter referred to as "Sheriff", and **County of Sampson**, party of the third part, herein after referred to as "County". The Contractor's federal tax identification number is 56-6000338 and DUNS Number 040044067 (required if funding from a federal funding source).

Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) Cost of Service (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I)
- (10) State Certification (Attachment M)
- (11) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (12) Contract Determination Questionnaire (required)

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

WITNESSETH:

WHEREAS, the Sampson County Department of Social Services desires to enter into a contract with the Sheriff of Sampson County for services as a process server and other services as necessary for the agency.

AND, WHEREAS, the Sampson County Department of Social Services, the Agency designated by the Sampson County Board of Commissioners to operate a Child Protective Services Unit and program within Sampson County.

AND, WHEREAS, the general citizenry of Sampson County and the State, as a whole, would be more adequately served by performance of the terms of this contract, which would enable the more effective and efficient investigation and prosecution of child safety/welfare cases within Sampson County;

AND WHEREAS, the parties desire to reduce their agreement to writing, containing all the terms and conditions therein, and agree that the same is fair, just, equitable, and reasonable;

NOW, THEREFORE, TO THAT END and in consideration of the mutual covenants and agreements contained hereinafter, the parties agree as follows:

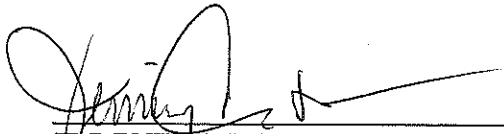
1. That this Contract shall become effective the **1st day of July 2023**, and shall exist and continue in effect until the **30th day of June 2024**, and be subject to automatic renewal each year thereafter unless terminated in writing by either party 30 days prior to the expiration date. The total amount paid by the

Sampson County Department of Social Services to the Sampson County Sheriff under this contract shall **not exceed \$94,560** (See Attachment B). **This amount consists of \$47,280 in Federal funds (CFDA #93.658), \$23,640 in State Funds, \$23,640 In County Funds**

2. The Deputy Sheriff hired by the Sheriff to perform the services of this Contract shall devote their time as determined by the Sheriff to services for the Child Protective Services Unit. The Sheriff shall be responsible for providing all process and arrest services that arise pursuant to Chapters 7B and 14 of the North Carolina General Statutes and the United States Public Laws.
3. That the Deputy Sheriff hired by the Sheriff to perform the services of this Contract shall be flexible in their hours of work including, but not limited to, night duty, when necessary, as determined by the Sheriff and the Sampson County Department of Social Services, not to exceed one hundred eighty-four (184) hours per pay period. Should the Department determine that services performed by the Deputy Sheriff under the terms of this Contract are unsatisfactory, the Sheriff shall immediately be notified and make any necessary changes to correct the situation within thirty (30) days.
4. The Sheriff shall be responsible for the purchase of any and all equipment needed for the Deputy Sheriff. The Sheriff will include in his budget the total cost including salary and equipment needs described in Attachment A. The Sheriff will bill the Department monthly 1/3rd of the total annual cost related to the Deputy Sheriff position. The Department shall be billed by the 5th of each month.
5. That the Sheriff agrees to comply with all requirements of Sections of Chapters 7B and 14 of the North Carolina General Statutes and the United States Public Laws, and the regulations promulgated pursuant thereto relating to the performance of the services of process and arrest, including, but not limited to, maintaining such records as required by the Federal funding agency in order to qualify these expenditures for reimbursement and to insure such records are made available for Federal and State auditors when and if required;
6. The Department of Social Services agrees that the Sheriff may use the Deputy Sheriff for other duties that he considers emergencies:
 - a. The Department of Social Services will not be responsible for any overtime arising from such duties.
 - b. The Sheriff agrees to provide services from other deputies until child protective service matters are current if a backlog results from the utilization of the Deputy Sheriff for other duties.
7. That the Deputy Sheriff shall be covered by the County's liability insurance policy.
8. That Deputy Sheriff shall communicate regularly with the Child Protective Services Supervisor and case workers to provide any documentation of services provided by the Deputies upon request of Child Protective Services Supervisor. This will include, but not limited to, monthly reports of clients contacted, constant feedback on service efforts, etc.
9. That either party may terminate this Contract for any reason with a thirty (30) day written notice of termination.
10. The Sheriff shall consult with the Director of the Department before employing or assigning the Deputy Sheriff referred to herein.

11. The parties to this Contract agree and understand that the payment of sums required by the positions in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department of Social Services and Sampson County.

IN WITNESS WHEREOF, the parties of this Contract have executed this Contract in triplicate originals, one of which is to be retained by the County, one by the Sheriff, and one by the Department, by authority duly given by their respective governing board.

BY: 

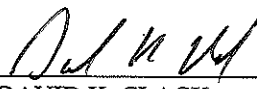
JIMMY THORNTON
SHERIFF

BY: 

LYNN S. FIELDS
DEPARTMENT OF SOCIAL SERVICES

BY: _____
EDWIN W. CAUSEY
COUNTY MANAGER

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

BY:  7/27/2023

DAVID K. CLACK
FINANCE OFFICER

**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

**SHERIFF/DSS AGREEMENT - JUVENILE
 FY 2023-2024**

DESCRIPTION	RATE	TOTAL
Salary	Yearly	\$53,808
FICA	0.062	\$3,336
Medicare	0.0145	\$780
LE Retirement	0.1404	\$7,555
401K	0.05	\$2,690
Insurance	Yearly	\$11,400
Dental	Yearly	\$384
Cafeteria	Yearly	\$60
Workers Comp. Ins.	Yearly	\$1,489
Liability Ins.	Yearly	\$538
Employee Asst. Program	Yearly	\$12
SALARY & BENEFITS SUBTOTAL:		\$82,052
Annual CAC Conference	Yearly	\$450
Uniforms	Yearly	\$830
Batteries	Yearly	\$45
Pepper Spray	Yearly	\$28
Cell Phone	Yearly	\$460
Gas	Yearly	\$10,000
Tires	Yearly	\$550
Oil Changes	Yearly	\$144
TRAINING, UNIFORMS & EQUIPMENT SUBTOTAL:		\$12,507
YEARLY GRAND TOTAL		\$94,559

MONTHLY INVOICED	Monthly Amount	TERM (Months)
Child Protective Services	\$7,880	12

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:
 1. Sampson County DSS
 2. Sampson County Sheriff Offices
 3. Sampson County Court Facilities
 4. Any other fieldwork sites within Sampson County

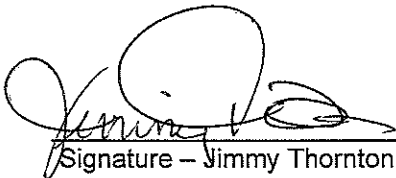
Contractor will inform the County of any additional sites for performance of work under this agreement.

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 – Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

7-19-23
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:

Jimmy Thornton, Sheriff of Sampson County

Name of Organization

Jimmy Thornton
Signature - Jimmy Thornton

7-19-23

Date

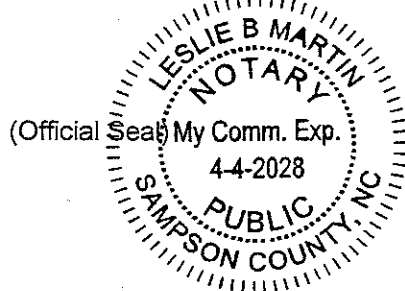
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Leslie B Martin, Notary Public for said County and State, certify that Jimmy Thornton personally appeared before me this day and acknowledged that he/she is Sheriff of Sampson County 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 19 day of July, 2023.

Sworn to and subscribed before me this 19th day of July, 2023



Leslie B Martin
Notary Public

My Commission expires April 4, 2028

ATTACHMENT F

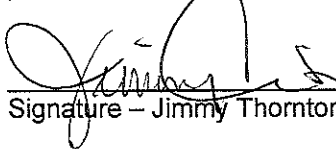
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services/Human 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 - Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

7-19-23
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT G

Sampson County Department of Social Services/Human Services

Certification Regarding Lobbying

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 ~~ex~~cepted 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 – Jimmy Thornton

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

Sheriff

Title

2-19-23

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Sampson County Department of Social Services/Human Services

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

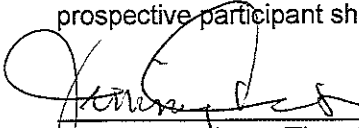
Instructions for Certification

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 – Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

7-19-23
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT I

Sampson County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2023, by and between Sampson County Department of Social Services ("Covered Entity") and Jimmy Thornton, Sheriff of Sampson County ("Business Associate") (collectively the "Parties").

1. BACKGROUND

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

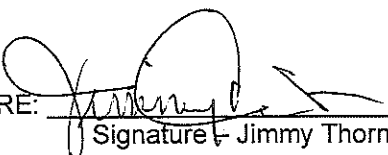
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

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

6. GENERAL TERMS AND CONDITIONS

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

SIGNATURE: 
Signature of Jimmy Thornton

Date: 7-19-23

Attachment M

State Certification Contractor Certifications Required by North Carolina Law

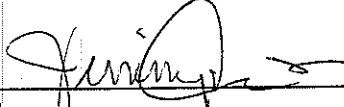
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:


- 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: Jimmy Thornton, Sheriff of Sampson County

Contractor's Authorized Agent: Signature  Date 7-19-23
Printed Name Jimmy Thornton Title Sheriff

Witness: Signature  Date 7/19/23
Printed Name Leslie B Martin Title Office Manager

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>.

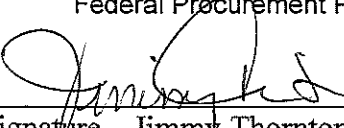
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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 – Jimmy Thornton

Sheriff

Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

7-19-23

Date

CONTRACT PROVIDER NAME: Jimmy Thornton, Sheriff of Sampson County

CONTRACT NUMBER: 7

CONTRACT PERIOD: July 1, 2023 - June 30, 2024

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


 Signature of County Authorized Person

7/5/2023
 DATE


 Signature of Authorized Administrative Individual

7/5/2023
 DATE

To: Mr. Edwin Causey
County Manager

Stephanie Shannon
Clerk to the Board

From: Wanda Robinson
Health Director

Subject: County Commissioner's Consent Agenda

Date: August 29, 2023

Attached is the 2023-2024 Contract between the Sampson County Health Department and Sampson County Schools.

- I. 2023-2024 Contract

For any questions or comments, please contact me. Your assistance is appreciated.

Attachments:
>2023-2024 Contract

2023-2024
Contract for School Health Nursing Services
Between the
Sampson County Health Department and Sampson County Schools

This agreement is between the Sampson County Health Department, hereinafter referred to as the “Department” and the Sampson County Schools, hereinafter referred to as the “School” is entered into for the purpose of providing school nursing services to the students of the Sampson County School System.

Whereas both the Department and School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Sampson County Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed “Memorandum of Agreement between Sampson County Health Department and Sampson County Schools,”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

The Department agrees:

1. To provide funds not to exceed \$250,000.00 to the school for the purpose of supporting five, 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2023-2024 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the school within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

The School agrees:

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2023.
2. To utilize funds not to exceed \$250,000.00 for the purpose of supporting (one or more) 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2023-2024 school year.
3. To comply with assurances in Attachment I (Need to sign and return with the agreement.)
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.

5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
6. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department of the School.
7. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
8. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing the North Carolina Board of Nursing.
9. To provide supervision within the school consistent with the annual Memorandum of Agreement.
10. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the school but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period July 1, 2023 through June 30, 2024 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon sixty (60) days written notice.

FOR AND ON BEHALF OF:

Wanda Robinson
 Wanda Robinson (Health Director)

Date: 8/02/23

FOR AND ON BEHALF OF:

Dr. Jamie King
 Dr. Jamie King (Superintendent)

Date: 8/22/23

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

 David Clack
 Sampson County Finance Officer

Date: _____

 Edwin W. Causey
 County Manager

Date: _____

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

_____ (Chair County Commissioners)

Date: _____

Attachment 1

ASSURANCES

(To be initiated by Superintendent of Local Education Agency or other School CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

Assure that school nurses will be allowed to participate in required trainings.

Attachment II

Scope of Work

I. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

II. Scope of Work and Deliverables:

The School shall, for approximately 7,800 students:

1. Employee 5 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Sampson County Schools as assigned- Attachment C	5

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
 - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
 - a) Preventing and responding to communicable disease outbreaks;
 - b) Developing and implementing plans for emergency medical assistance for students and staff;
 - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
 - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this services;
 - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and

- f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, etc.

And, as required by HB 200 SL 2011-145 Section 10.22 (b)—School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school’s curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
 - h) Provide health education to students, staff, and parents;
 - i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
 - j) Support healthy food services programs;
 - k) Promote health physical education, sports policies, and practices;
 - l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
 - m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
 - n) Provide health education and counseling and promote health activities and a healthy environment for school staff;
 - o) Be available to assist the county health department during a public health emergency.
- B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by January 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

As a result of this contract, the following outputs shall be attained:

- 5 nationally certified school nurse(s) or registered nurse(s) to work full time to service 8,586 students.
- An annual Work Plan to provide basic health services.

**III. Performance Measures/Reporting Requirements:
The School shall:**

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within four (4) working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public-School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or The Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)

9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.
Note: No other expenditures are allowable using this allocation.
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualify one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

The short-term and/or interim outcomes of this contract are:

- A. Reduce the nurse to student ration in Sampson County Schools from 1/2744 approximately to 1/1029 approximately.
- B. Improve access to basic health services for 100% of students served.

IV. Performance Monitoring and Quality Assurance:

- A. The School shall adhere to the following service quality measures for this contract:**

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

B. This contract will be monitored according to the following plan:

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

V. Funding Guidelines or Restrictions:

The School shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The School shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no

more than is billed monthly by the School without prior approval of the DPH contract administrator.

Attachment III
BUDGET
SNFI Contract Budget

I. SALARIES

Position Title	Name *	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
2. Nurse 2	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
3. Nurse 3	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
4. Nurse 4	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
5. Nurse 5	Name	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$
TOTAL SALARY PAID BY CONTRACT					\$

* List VACANT if position not filled at the time of this report.

II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Name	<input type="checkbox"/> Retirement Rate : 10.51%		
		<input type="checkbox"/> FICA Rate: 7.65%		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Name	<input type="checkbox"/> Retirement Rate: %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Name	<input type="checkbox"/> Retirement Rate : 10.51%		
		<input type="checkbox"/> FICA Rate: 7.65%		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
4. Nurse 4	Name	<input type="checkbox"/> Retirement Rate : %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
5. Nurse 5	Name	<input type="checkbox"/> Retirement Rate : 10.51%		
		<input type="checkbox"/> FICA Rate: 7.65%		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
TOTAL FRINGE PAID BY CONTRACT				\$

*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

Justification: Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

III. Other

STAFF TRAVEL				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$ -
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$ -
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ -
Conference Registration				0.00
TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)				0.00

CONTRACT TOTAL AMOUNT	\$



N.C. Cooperative Extension
Sampson County Center
sampson.ces.ncsu.edu

55 Agriculture Place
Clinton, NC 28328
P: 910-592-7161
F: 910-592-9513

August 28, 2023

Dear Mrs. Shannon:

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 (VAD) program and promote the program's benefits to the community. Our staff maintains Sampson County VAD records and program supplies, and coordinates Sampson County Agriculture advisory board activities.

The Agriculture Advisory Board has recently provided feedback to a proposed a new VAD enrollment, amendment, and withdrawal form for the program, which you will find attached. This new form is a fillable PDF which is much easier for the landowner and our staff. Additionally, we request to increase enrollment fees to this program, to sustain the increased cost of farm signs and expected future growth of the program. The current enrollment fee is \$35, which allows for a \$26 Register of Deeds recording fee and \$9 for a farm sign. The proposed fees would increase to \$26 payable to the Register of Deeds recording fee, and \$25 payable to County of Sampson, for a cost share of the sign. Total sign cost is \$50, of which we have a NCDA grant to share the cost.

We are seeking BOC approval to fully utilize the new form, as well as the proposed enrollment fees.

Thank you for your support in adoption of the recommended VAD enrollment process as we continue to enhance and improve farmland preservation and awareness across Sampson County.

Sincerely,

A handwritten signature in cursive script that reads "Eileen A. Coite".

Eileen A. Coite
Extension Agent
Agriculture & Community Development





Sampson County
Voluntary Agricultural District
Membership Application

Instructions

- Before completing this application, please review the provisions of the Sampson County Voluntary Agricultural District Ordinance. Submitted applications should be filled out completely and accurately, including landowner(s) signature.
- Completed applications should be returned to the Sampson County Cooperative Extension Center, located at 55 Agriculture Place, Clinton, NC, 28328. Phone: 910-592-7161; website: sampson.ces.ncsu.edu
- Membership Fees: There are two fees associated with this membership application; a recording fee of \$26, payable to Sampson County Register of Deeds, and a sign cost share fee of \$25, payable to the County of Sampson. Additional signs may be purchased for \$50.

For Office Use Only
Application #: _____
Date Received: _____
PUV Verification: ___Y___N By: _____
Conservation Qualification: ___Y___N
Board Approval Date: _____
Payment Received: _____
Total Acres Enrolled: _____
Notification Sent: _____
Sign Received: _____
GIS Layer Confirmation: _____

Application Type

New Application

Amended Application

Withdrawal

Applicant(s) Information

Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (Hm) _____ (Cell) _____

Email: _____

Properties to Request Enrollment

- 1) Tax Parcel ID #: _____ Number of Acres _____ Approved for Present Use Value Taxation Yes No
Physical Address _____
- 2) Tax Parcel ID #: _____ Number of Acres _____ Approved for Present Use Value Taxation Yes No
Physical Address _____
- 3) Tax Parcel ID #: _____ Number of Acres _____ Approved for Present Use Value Taxation Yes No
Physical Address _____
- 4) Tax Parcel ID #: _____ Number of Acres _____ Approved for Present Use Value Taxation Yes No
Physical Address _____
- 5) Tax Parcel ID #: _____ Number of Acres _____ Approved for Present Use Value Taxation Yes No
Physical Address _____

Voluntary Agricultural District Benefits

For Farmers

- *Recognition and public education about agriculture.*
Members of the program will be provided a sign to post, identifying their farm as a member of a preservation district, indicating to any potential neighbors and passersby that their land is committed to the preservation of the agriculture way of life.
- *Increased protection from nuisance suits.*
Notice on the property signaling Agricultural District membership and a notice in the Sampson County computerized land record system making those within one (1) mile of an Agricultural District farm aware of the potential for noise, odor, dust, or slow-moving farm vehicles associate with farming.
- *Public hearing required for proposed condemnation.*
Public hearings are held by the Agricultural Advisory Board if a farm in an Agricultural District is considered for a public project that may result in the land being condemned.
- *Eligibility for funding.*
District members may be eligible for farmland preservation funds as local, state, and federal funds become available for further preservation projects.
- *Official role in county government.*
The Agricultural Advisory Board acts as advisor to the governing board of the county or city on projects, programs, or issues affecting the agricultural economy or way of life within the county.

For the Public

- *Preserving NC and Sampson County's number one industry.*
NC agriculture is an over \$103 billion business annually with greater than \$973 million being generated by Sampson County farmers. The success of the VAD program will foster the growth, development, and sustainability of family farms as well as increase public awareness of agriculture in NC and Sampson County.
- *County wide economic benefit.*
An American Farmland Trust study showed that for every dollar in taxes received from working land, only 34 cents in services is paid by the government. However, services paid to residential development are an average of \$1.15 per dollar of taxes received. Therefore, it is a net gain of revenue for the tax base and thus an economic benefit for the county to preserve working lands.
- *Quality of life.*
When farms are kept in agriculture, it maintains the quality of life that many Sampson County families enjoy each day. Field and woodlands are both a visual pleasure and contribute to the clean air and water. Rural working landscapes are an integral part of our heritage and must be preserved for future generations and to attract new families and industries to Sampson County.
- *Ability to buy locally grown products.*
Maintaining the agriculture industry in Sampson County allows consumers to purchase and consume products from local agricultural producers and have a sound knowledge of where and how their food is produced.

Owner(s) Certification and Conservation Agreement

I (We), the applicant(s), hereby certify that to the best of my (our) ability, this application is complete and accurate. If certified by the Agricultural Advisory Board, I (we) agree to sustain, promote, and encourage agriculture in the district. I (we) agree to prohibit non-farm use of the land under this program for a period of ten (10) years from the date certified by the Agricultural Advisory Board and maintain qualifications in accordance with Article VII of the Sampson County Voluntary Agricultural District Ordinance. **This agreement will automatically renew for an additional 10 years, unless either the Advisory Board or the landowner give written notice of termination.** This agreement may be revoked by the landowner by written notice to the Board or the Board may revoke such agreement based on non-compliance by the landowner as outlined in Article X of the Sampson County Voluntary Agricultural District Ordinance.

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

FOR OFFICE USE ONLY

Conservation Certification

All foregoing tracts are managed in accordance with Natural Resource Conservation Service guidelines for implementing best management practices (BMP's) as a part of a sound conservation management system as required by Article VII of the Sampson County Voluntary Agricultural District Ordinance.

Signature: _____ Date: _____
Sampson Soil and Water Conservation District

Agricultural Advisory Board Certification

This application was reviewed and **APPROVED** for enrollment into the Sampson County Voluntary Agricultural District.

Signature: _____ Date: _____
Board Member

This application was reviewed and **NOT APPROVED** for enrollment into the Sampson County Voluntary Agricultural District.

Signature: _____ Date: _____
Board Member

NOTES:

Farm Summary

Information gathered from VAD application farm summaries may be used to highlight Sampson County agriculture in marketing materials and to promote continued enrollment in the VAD program. Specific farm locations will not be included unless the farm is open for agritourism or has an on-farm market.

Crop

Livestock

Poultry

Horses

Forestry

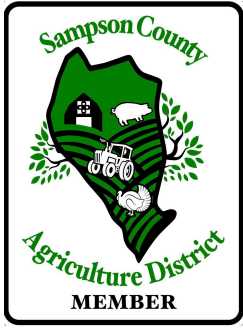
Other

What generation are you on the farm?

Please provide a brief summary of your farm:

Why is farmland preservation important to you?

Please list any awards/recognition that your farm or your family has received related to agriculture.



Sampson County
Voluntary Agricultural District
Supplemental Tract Form

Instructions

- Use this form to include additional tracts of land for consideration with your Sampson County Voluntary Agricultural District Application.

Applicant(s) Information

Name(s): _____

Date: _____

<u>Properties to Request</u>	New Application	Amended Application	Withdrawal
6) Tax Parcel ID #: _____ Number of Acres _____	Approved for Present Use Value Taxation	Yes	No
Physical Address _____			
7) Tax Parcel ID #: _____ Number of Acres _____	Approved for Present Use Value Taxation	Yes	No
Physical Address _____			
8) Tax Parcel ID #: _____ Number of Acres _____	Approved for Present Use Value Taxation	Yes	No
Physical Address _____			
9) Tax Parcel ID #: _____ Number of Acres _____	Approved for Present Use Value Taxation	Yes	No
Physical Address _____			
10) Tax Parcel ID #: _____ Number of Acres _____	Approved for Present Use Value Taxation	Yes	No
Physical Address _____			
11) Tax Parcel ID #: _____ Number of Acres _____	Approved for Present Use Value Taxation	Yes	No
Physical Address _____			
12) Tax Parcel ID #: _____ Number of Acres _____	Approved for Present Use Value Taxation	Yes	No
Physical Address _____			

***If additional space is needed, please use another Supplemental Tract Form**

Mid-Carolina Local Workforce Development Area Chief Elected Official Board (CEOB) Agreement

This Chief Elected Officials Agreement hereinafter called AGREEMENT is entered into by and among the North Carolina Counties of Cumberland, Harnett, Montgomery, Moore, and Sampson, each of which is designated as a Local Government, to define the rights and duties of the Local Governments in their cooperative oversight of the workforce development programs authorized by the Federal Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128. This AGREEMENT is intended to comply with WIOA Section 107(c)(1)(B)(i) providing that, where there exist multiple units of local government within a designated Local Workforce Area, the Chief Elected Officials of those governments are to enter into an AGREEMENT which defines their general rights, roles, and responsibilities.

A. Designation of Local Workforce Area

There is hereby established a Chief Elected Officials Board, hereinafter referred to as the CEOB, to provide for the effective planning, coordination, and implementation of the employment and training system within the Mid-Carolina Local Workforce Area, pursuant to the provisions of WIOA and applicable federal and state regulations. The above-listed local governments have together been designed by the State of North Carolina as a Local Workforce Area for purposes of receiving WIOA funds from the State, establishing local service delivery systems and overseeing customer services authorized under WIOA. Should any other unit of general local government (defined as a political subdivision of the State that has the power to levy taxes and spend funds and has general corporate and police powers) petition for inclusion in this Local Area and receive approval therefore from the State of North Carolina, this AGREEMENT shall be amended. Upon notification to the CEOB that such local government shall be identified and included as a member of the Local Area shall be adjusted accordingly. Local government exclusion process is identified in WIOA Sec. 106 and 20 CFR 679.220 – 679.250.

B. Establishment of the Chief Elected Officials Board

There is hereby established a Chief Elected Officials Board, which shall perform the duties of the Chief Elected Officials described in WIOA, as further described herein. Records of CEOB notices, actions, meetings, and committee meetings or related documentation shall be retained at the Local Workforce Area administrative office.

The CEOB shall consist of five (5) members, with each of the five (5) counties being represented by one (1) member. The CEOB shall consist of either the Chair of the Board of County Commissioners from each of the five (5) counties making up the local area or another member of the Board of County Commissioners from each of the five (5) counties making up the local area.

Upon approval of this AGREEMENT, the initial CEOB shall consist of the Chair of the Board of County Commissioners from each of the five (5) counties making up the local

area or another member of the Board of County Commissioners from each of the five (5) counties appointed by their respective Board of County Commissioners.

C. Chief Elected Officials Rights and Responsibilities

1. CEOB Representation

If not the Chair of the Board of County Commissioners, each Board of County Commissioners shall appoint one of its members to represent local interests on the Chief Elected Officials Board.

2. Fiscal Responsibility

The Local Government shall be liable to the State or Federal governments from non-WIOA funds any amounts determined to have been a misappropriation of funds as provided in WIOA Section 184(d), upon a determination by the Secretary, United States Department of Labor, that the misappropriation is due to a) willful disregard of the Act and accompanying rules and regulations, b) gross negligence, or c) failure to observe accepted standards of administration (referred to as an *audit exception* or an *administrative finding* which determination is required by WIOA to be preceded by notice and opportunity for hearing. In the event WIOA expenditures are disallowed and Chief Elected Officials are unsuccessful at obtaining repayment from the Mid-Carolina Workforce Development Board, each county shall be responsible for a portion of any such liability. To manage any such required repayment of misappropriation(s), all of the counties represented hereby assume responsibility to make the required payment(s) required under WIOA. Reimbursement shall be made from each Local Government in proportion to the total population of each such Local Government in comparison to the total population of the Local Area at the time the misappropriation(s) occurred.

D. Chief Elected Officials Board Designation and General Responsibilities

1. There is hereby established a Chief Elected Officials Board (CEOB) to provide for the effective planning, coordination and implementation of the employment and training system within the Mid-Carolina Workforce Development Area, pursuant to the provisions of WIOA and applicable federal and state regulations.
2. CEOB shall establish by-laws to include how they will conduct business on behalf of the Chief Elected Officials of the Mid-Carolina Local Workforce Area. By-laws must include term limits, vacancies, conflict of interest, meeting schedule and quorum establishment. (By-laws attached)
3. To fulfill their oversight responsibilities under WIOA, the CEOB shall receive from its designated Subrecipient the following information:
 - a. Reports and other documents that summarize the current financial conditions

of all WIOA grants awarded to the Mid-Carolina Local Workforce Development Area.

- b. Reports and other documents that summarize current program performance in Mid-Carolina Local Workforce Development Area against the negotiated performance standards required under WIOA, including whether the Local Area is meeting, exceeding, or failing to meet each performance standard.
- c. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the Chief Elected Officials retain ultimate financial liability.

E. Designation of Grant Subrecipient and Fiscal Agent

The Paymaster, Fiscal Agent, and Grant Subrecipient is the Mid-Carolina Regional Council. The Workforce Executive Director for Mid-Carolina Local Workforce Development Area is employed by the Mid-Carolina Regional Council with CEOB approval.

F. CEOB Responsibilities

1. The responsibilities of the CEOB under WIOA include, but are not limited to, the following:
 - a. Appoint members to the Local Workforce Development Board in accordance with WIOA Membership requirements. In the event that a board member resigns prior to the completion of the appointed term, the CEOB Chair will send letters to economic development, labor organizations, industry associations and other business organizations seeking nominations to fill the vacancy with an individual with similar credentials. Upon receipt of a nomination the full CEOB will consider the nomination. The CEOB will forward all Mid-Carolina Local Workforce Development Board appointments to the State of North Carolina within 30 days of the appointment.
 - b. Serve as Grant Recipient and assume fiscal liability for grant funds for WIOA Title I Adult, Dislocated Worker, and Youth programs; as well as other such federal or state workforce funds as may be awarded.
 - c. Approve Board expense budget for carrying out the responsibilities of the Mid-Carolina Local Workforce Development Board.
 - d. Provide comprehensive oversight of the activities of the Mid-Carolina Local Workforce Development Board.
 - e. Ensure that local area partnerships are functioning effectively.

2. In partnership with the Mid-Carolina Local Workforce Development Board:
 - a. Participate in the development of the Mid-Carolina Local and Regional Workforce Plan.
 - b. Conduct oversight of One-Stop delivery system, youth activities, and employment and training activities.
 - c. Select One-Stop Operators and eligible service providers and oversee compliance and continuance improvement and may subsequently terminate these for cause.
 - d. Approve the Agreement between the Local Workforce Development Board and the One-Stop Operator(s).
 - e. Participate with the performance standards negotiations between the Local Workforce Area and the State of North Carolina.
3. In partnership with the Governor of North Carolina:
 - a. Agree on whether the Workforce Development Board may provide WIOA Title I Adult and Dislocated Worker Career Services, Youth Services, or serve as One-Stop Operator in accordance with WIOA guidelines and the State of North Carolina laws, policies, and procedures.
 - b. Negotiate waiver requests as needed.

G. Appointments to the Mid-Carolina Local Workforce Development Board

The Chief Elected Officials have the exclusive responsibility to appoint members to the Mid-Carolina Local Workforce Development Board from individuals recommended or nominated by each class of membership.

1. The Chief Elected Officials shall insure that private sector Mid-Carolina Local Workforce Development Board Members are nominated timely to expedite approval of these nominees by the State of North Carolina.
2. The Chief Elected Officials shall nominate members to ensure that at all times a majority of Mid-Carolina Local Workforce Development Board membership (minimum 51%) are business representatives which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority. At least two of the business representatives must represent small businesses as defined by the Small Business Administration. Chief Elected Officials shall seek business nominations from local business organizations and trade associations.
3. The Chief Elected Officials shall nominate members to ensure that at all times not less than 20% of the Mid-Carolina Local Workforce Development Board membership are workforce representatives which represent labor organizations, joint labor-management

or union affiliated registered apprenticeship programs, community-based organizations that have demonstrated experience and expertise addressing the employment, training or education needs of individuals with barriers to employment, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training and education needs of eligible youth, including out-of-school youth.

4. The Chief Elected Officials will determine if any additional members shall be appointed beyond those minimally required by WIOA or the State of North Carolina. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
5. Any Chief Elected Official serving on the Mid-Carolina Local Workforce Development Board as a private sector member will be counted as an appointment from the serving Chief Elected Official's county.
6. The Chief Elected Officials shall agree on the public sector appointments to the Mid-Carolina Local Workforce Development Board. These appointments shall be made to assure geographical balance through the Mid-Carolina Local Workforce Development Area.
7. Appointments shall be in accordance with the Mid-Carolina Workforce Development Board By-Laws that are attached hereto.
8. Members may continue to serve on the Mid-Carolina Workforce Development Board until:
 - a. Their term of office expires; however, the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by the State of North Carolina.
 - b. The classification under which they were appointed changes.
 - c. The appointment is revoked by the appointing Chief Elected Official.
 - d. The member becomes incapacitated or otherwise unable to complete their term of office.
 - e. The member is no longer eligible based on attendance requirements outlined in the Mid-Carolina Local Workforce Development Board By-Laws.
 - f. The member resigns.
9. Vacancies shall be filled in a timely manner and in accordance with WIOA requirements and the State of North Carolina policies and/or procedures.
10. The Chief Elected Officials shall perform an annual assessment of the Mid-Carolina Local Workforce Development Board's membership and performance to ensure that the Board

is performing adequately and in accordance with the direction and guidance provided by the Chief Elected Officials.

H. Amendment

This AGREEMENT may be amended only upon compliance with the following procedure:

1. The text of the proposed amendment shall be presented to the CEOB for review at a properly noticed meeting thereof, and shall thereafter be provided to each Local Government, at least thirty (30) days before the meeting of the CEOB at which the amendment is to be acted upon.
2. The amendment shall be discussed and acted upon at a properly noticed meeting of the CEOB with approval requiring the vote in person, electronically, or by written ballot of no fewer than two-thirds (2/3) of the then-current CEOB membership.

I. Term of Chief Elected Official AGREEMENT

The term of this agreement shall commence on the date of signature and shall remain effective until termination of the Workforce Innovation and Opportunity Act, dissolution of the Mid-Carolina Local Workforce Development Board, or future action taken by the Chief Elected Officials or CEOB to establish a new AGREEMENT. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

J. Signatures

By signing this AGREEMENT, all Chief Elected Officials understand that this AGREEMENT supersedes all prior written or oral agreements relating to the responsibilities of the Chief Elected Officials in Mid-Carolina Local Workforce Development Area.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Dr. Toni Stewart, Chair

Date

HARNETT COUNTY BOARD OF COMMISSIONERS

Matthew Nicol, Chair

Date

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

Dana Dawson, Chair

Date

MOORE COUNTY BOARD OF COMMISSIONERS

Nick Picerno, Chair

Date

SAMPSON COUNTY BOARD OF COMMISSIONERS

Jerol Kivett, Chair

Date

**PROCLAMATION HONORING THE SAMPSON COUNTY ARTS COUNCIL
ON ITS 50TH ANNIVERSARY**

WHEREAS, the Sampson County Arts Council is a non-profit organization chartered in 1973 and has as its mission enriching the cultural lives of people in Sampson County by nurturing and supporting excellence in the arts; and

WHEREAS, the Sampson County Arts Council membership consists of a diverse group of more than 200 individual members, artists, businesses, cultural and civic organizations who appreciate the role of art to move, inspire, inform, engage, and unite a community; and

WHEREAS, for fifty years, the Sampson County Arts Council has showcased the artistic talents of our citizens by sponsoring gallery shows for local artists, and supporting concerts and musical theatre; and

WHEREAS, the Sampson County Arts Council has served as a conduit for state and federal funding to local programs and organizations such as Sampson County Public Library System, Sampson Community College, the Sampson County Theatre, the Town of Roseboro’s Bloomfest, the Coharie People, the Sampson County Multicultural Committee, and the Sampson County Performing Arts Series; and

WHEREAS, the Sampson County Arts Council inspires creativity and appreciation for the arts in all ages by coordinating arts and pottery classes for children and adults, partnering with private business and local governments for public concerts, and by supporting Sampson County Schools Arts Camp and the Sampson CenterStage for Students; and

WHEREAS, for fifty years, Art Council board members have dedicated their time to lead, advocate for, and advance arts and culture to ensure that we have a vibrant community attractive to business and industry and residents.

NOW THEREFORE, BE IT PROCLAIMED that the Sampson County Board of Commissioners congratulates the Sampson County Arts Council on their 50th Anniversary and commends them for their dedication to supporting, strengthening, and promoting the arts, and thereby enhancing the quality of life of Sampson County.

ADOPTED this 11th day of September, 2023.

R. Jerol Kivett, Chairman

ATTEST:

Stephanie P. Shannon, Clerk to the Board



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: August 31, 2023

SUBJECT: Public Auction of Surplus Property

Attached is a list of vehicles and other items that are no longer needed. We request that the Board adopt the attached resolution declaring these items surplus and directing staff to dispose of them at public auction.

The resolution designates Friday October 27, 2023, as the date of the surplus property auction. The location of the auction will be behind the Public Works building on Southeast Boulevard.

Sale of Sampson County Personal Property

WHEREAS, the Sampson County Board of Commissioners recognizes that personal property of Sampson County periodically becomes surplus and/or obsolete; it is hereby

RESOLVED, pursuant to G.S. 160a-270(b) that the following articles of personal property be declared surplus and are hereby ordered sold at public auction to the highest bidder for cash or approved check at the area behind the Sampson County Public Works Offices on Commerce Street, Clinton, North Carolina on October 27, 2023, at 9:30 A.M. All items shall be sold as is and where is. No warranty or guarantee, written or implied is offered.

RESOLVED FURTHER, all employees involved in conducting the sale, and the Board of County Commissioners are prohibited from purchasing any item or items herein listed to be sold.

RESOLVED FURTHER, that prior to said sale the property which is hereinafter listed shall be examined by all department heads and any items useful to such department will be removed from the list of items to be sold and shall be transferred to the inventory of the department expressing a need, therefore.

RESOLVED FURTHER, that the Sampson County Finance Officer is hereby authorized to conduct the public auction of the articles hereinafter described and is directed to make such advertising as required by law prior to said sale.

RESOLVED FURTHER, to hereby consent to allow the public auction to be performed by a licensed auctioneer.

The items of personal property which are subject to this resolution are vehicles and miscellaneous items of furniture, equipment, and supplies listed on the attached pages.

Adopted this 11th day of September 2023.

R. Jerol Kivett, Chairman
Sampson County Board of Commissioners

Stephanie Shannon Clerk to the Board

Surplus Vehicles

	Dept	Year	Make	Model	VIN #	Notes
1	Health	2009	Dodge	Charger	2B3KA43T09H610848	
2	Public Works	2009	Home	Trailer	NCX1161813	
3	Inspection	2012	Chevrolet	Colorado	1GCESBF92C8167161	
4	Transportation	2009	Dodge	Grand Caravan	2D8HN44E99R619654	
5	Inspection	2012	Chevrolet	Colorado	1GCCSBF98C8116657	
6	Health	2006	Ford	Expedition	1FMPU15596LA97585	
7	Recreation	2002	GMC	Denali	1GKEK63U62J227213	
8	Health	2010	Dodge	Charger	2B3AA4CT0AH303194	
9	Health	2010	Dodge	Charger	2B3AA4CTXAH120708	
10	Health	2010	Dodge	Charger	2B3AA4CT8AH120710	
11	DSS	2010	Dodge	Charger	2B3AA4CT4AH161819	
12	DSS	2007	Dodge	Grand Caravan	1D4GP24R57B260457	
13	EMS	2007	Ford	Expedition	1FMFU16527LA24182	
14	EMS	1997	Ford	Econoline Van	1FDJS34F4VHC05002	Ambulance
15	EMS	1995	Ford	Econoline Van	1FDKE30F8SHB35226	Ambulance
16	Public Works	2013	Chevrolet	Silverado	1GB0CVCG3DF134697	
17	Library	1999	Dodge	Grand Caravan	2B4GP44G0XR428138	
18	Recreation	2011	Dodge	Ram Truck	1D7RV1GP3BS606245	
19	DSS	2010	Dodge	Charger	2B3AA4CT3AH303173	
20	DSS	2010	Dodge	Charger	2B3AA4CT5AH303191	
21	EMS	2005	Ford	Econoline Van	1FDXE45P25HA06044	Ambulance
22	Sheriff	2007	Ford	Truck	1FTPW14V77FA17460	
23	Sheriff	2014	Dodge	Charger	2C3CDXAT4EH367803	
24	Sheriff	2015	Dodge	Charger	2C3CDXAT5FH902025	
25	Sheriff	2015	Dodge	Charger	2C3CDXAT7FH902026	
26	Sheriff	2015	Dodge	Charger	2C3CDXAT2FH906842	
27	Sheriff	2016	Dodge	Charger	2C3CDXAT8GH297306	
28	Sheriff	2017	Dodge	Charger	2C3CDXATXHH652719	
29	Sheriff	2019	Dodge	Charger	2C3CDXAT6KH514232	
30	DSS	2019	Ford	Fusion	3FA6P0G79KR111504	
31	DSS	2019	Ford	Fusion	3FA6P0G70KR126585	
32	EMS	2009	Chevrolet	Silverado	1GCHC43K29F165878	
33	Public Works	2012	Chevrolet	Silverado	1GB2KVCG2CZ262860	
34	Animal Control	2008	Chevrolet	Silverado Truck	2GCEK13C581115303	

Surplus items located in the Warehouse

1	Generator
30 +/-	Computer Processing Units
1	Lamps
1	Airport Beacon
10 +/-	TV's
1	Scales
1	Freezer (Small)
1	Wheelchair
1	Fork Lift
6 +/-	Book Cases
1	Drink Box
4	Exercise Equipment
Several	Chairs
Several	Walkers
1	Sofa
Several	Bed Side Toilets
2	Pianos
Several	Printers
1	Carry All (Lawnmover body without deck)
Several	File Cabinets
1	Refrigerator
Several	Hospital Beds
Several	Monitors
Several	Key Boards
Several	Computer Processer Unit
Several	Mouse
10 +/-	Calculators
Several	Desk
1	Sliding Filing System

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 29, 2023
Subject: Late Present Use Value Application
Leonel Perez, Adriana Garcia
Parcel 16020440127

Per GS 105-277.4(a), an application required due to a transfer in ownership of property in present use value for property already in the PUV program must be submitted within 60 days of the transfer to maintain eligibility. The taxpayer failed to submit a timely application for the property above.

Per GS 105-277.4(a1), a late application may be approved by the Board of Commissioners. The taxpayer has submitted a letter requesting consideration of the late PUV application. The owner would like to maintain eligibility for the 2023 tax year. I recommend approval of the late application.

Leonel Perez
Adriana Garcia
70 Henry Pridgen Rd.
Burgaw, NC 28425

June 16, 2023

Susan G. Heath
Sampson County Office of the Tax Assessor
PO BOX 1082
Clinton NC 28329

Dear Mrs. Heath,

I hope this letter finds you well. I am in need of assistance with my farm's property taxes. My wife and I are first time farmers.

We purchased our farm in March of 2022. We did not understand at the time that we needed to apply for our farm land to be kept in the agricultural farm deferment.

We are reaching out to ask for leniency for us missing this important deadline. We also need to request the application that we need to fill out.

Once we get the application we are gong to immediately complete it and return to your office. Please let us know how we can move forward with this process.

Best regards,

Leonel Perez

A handwritten signature in cursive script that reads "Leonel Mendez Perez". The signature is written in black ink and is positioned below the typed name.

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

July 11, 2023

Leonel Perez
Adriana Garcia
70 Henry Pridgen Rd
Burgaw, NC 28425

Dear Mr. Perez,

I received your letter regarding your late application. I am enclosing a present use application that needs to be filled out before we can allow the Commissioners to vote on your late application. You will need to have a forestry plan done on this parcel since it has over 25 acres of woodland. You may contact the NC Forestry Service in Clinton. Their number is 910-592-4515. Just convey to them that you need a plan for Parcel 16020440127 for a continuing application for land use. This needs to be done as soon as possible since your application is over a year overdue.

Please let me know if you have any questions. We must have the plan in our office before we can schedule your appeal with the Commissioners.

Regards,



Susan G Heath
Sampson County Real Property Appraiser
PO Box 1082
Clinton, NC 28329
Office: 910-592-8146 Ext 5244
Fax: 910-592-1247
sheath@sampsonnc.com

file copy

Mail or email - sheath@sampsonnc.com

AV-5
Web-Fill
3-18

Application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment

(G.S. 105-277.2 through G.S. 105-277.7)

County of Sampson , NC

Tax Year 2022 - cont

Full Name of Owner(s)
LEONEL PEREZ AND ADRIANA GARCIA

Mailing Address of Owner
70 HENRY PRIDGEN RD

City BURGAW State NC Zip Code 28425

Home Telephone Number _____ Work Telephone Number _____ Ext. _____ Cell Phone Number _____

Instructions

Application Deadline: This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land. *ASAP*

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

AGRICULTURE (includes Aquaculture)

HORTICULTURE

FORESTRY

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND In Production	OPEN LAND not In Production	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
16020440127	0.01		112.23	0.01				112.25
								0.00
								0.00
								0.00
								0.00

Comments: Mailed 7-11-2023

Yes No Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

A County: _____ Parcel ID: _____

County: _____ Parcel ID: _____

IMPORTANT!

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.

Part 1. Ownership

On what date did the applicant become the owner of the property? DATE:

If owned less than four full years on January 1, provide: Name of Previous Owner:

How the Applicant is Related to the Previous Owner:

Yes No ➤ Did one of the applicants reside on the property on January 1 of the year for which this application is made?
If YES, provide name of resident:

Yes No ➤ Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out:
Name of farmer leasing the land: Phone:

Choose the legal form of ownership from "a - e" below, and answer the questions, if any, for that ownership:

a. One Individual b. Husband and Wife (as tenants by the entirety)

c. Business Entity. (Circle one: Corporation, Limited Liability Company, Partnership) List all the direct shareholders, members, or partners of the business entity and their farming activities:

Member:	<input type="text"/>	Farming Activities:	<input type="text"/>
Member:	<input type="text"/>	Farming Activities:	<input type="text"/>
Member:	<input type="text"/>	Farming Activities:	<input type="text"/>
Member:	<input type="text"/>	Farming Activities:	<input type="text"/>

Yes No ➤ Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individuals' farming activities.

Yes No ➤ Once you have reached the individual level of ownership interest, are all of the individuals relatives of each other? (See G.S. 105-277.2(6a) for the definition of relative.)

State the principal business of the business entity:

d. Trust. List the trustee(s), name of the trust, and all of the beneficiaries:

Trustee(s):	<input type="text"/>	Name of trust:	<input type="text"/>
Beneficiary:	<input type="text"/>	Farming Activities:	<input type="text"/>
Beneficiary:	<input type="text"/>	Farming Activities:	<input type="text"/>
Beneficiary:	<input type="text"/>	Farming Activities:	<input type="text"/>
Beneficiary:	<input type="text"/>	Farming Activities:	<input type="text"/>

Yes No ➤ Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individual's farming activities.

Yes No ➤ Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's creator or relatives of the creator? (See G.S. 105-277.2(6a) for the definition of relative.)

e. Tenants in common. List the tenants and their percentage of ownership (round to the nearest 0.1%):

Owner	<input type="text"/>	%	Owner	<input type="text"/>	%
Owner	<input type="text"/>	%	Owner	<input type="text"/>	%

Yes No ➤ Are any of the tenants either a business entity or trust? If YES, you must make a copy of this page for each business entity or trust. You must complete the business entity section only or trust section only for each tenant, as appropriate, labeling each copy with the name of the business entity or trust.

The Tax Assessor may contact you for additional information after reviewing this application.

Part 2. Agriculture and Horticulture

For the past three years and for each tax parcel within the farm unit, enter the agricultural or horticultural products actually produced on the land and the gross income from the sale of the products, including livestock, poultry, and aquatic species. **INCOME INFORMATION IS SUBJECT TO VERIFICATION.**

If payments are received from any governmental soil conservation or land retirement program, indicate the acres and amount of income in the table below. Provide the name of the program in the Product column.

Do not include income received from the rental of the land. Income must be from the sale of the product.

Parcel ID	ONE YEAR AGO 20 <input type="text"/>			TWO YEARS AGO 20 <input type="text"/>			THREE YEARS AGO 20 <input type="text"/>		
	Product	Acres	Income	Product	Acres	Income	Product	Acres	Income
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0

(N/A)

Yes No ➤ If this application covers a horticultural tract used to grow Christmas trees, has a written management plan been prepared? If YES, attach a copy. If NO, attach a full explanation of your operation that contains at least the following: year each tract was planted, gross income from each tract, site management practices, number of trees per acre, and expected date of harvesting for each tract.

If this application covers an aquatic species farming operation, enter the total pounds produced for commercial sale annually for the last three years: Year 20 : lbs, Year 20 : lbs, Year 20 : lbs

Part 3. Forestry

Attach a complete copy of your forest management plan. Indicate below who prepared the plan:

N.C. Division of Forest Resources Consulting Forester Owner Other

Note: The property must be actively engaged in the commercial growing of trees under a sound management program as of January 1 of the year for which application is made.

You will need a forestry plan

Key elements in a written plan for a sound forestland management program are listed below:

1. Management and Landowner Objectives Statement—Long range and short range objectives of owner(s) as appropriate.
2. Location—Include a map or aerial photograph that locates the property described and also delineates each stand referenced in the "Forest Stand(s) Description/Inventory and Stand Management Recommendations" (Item 3 below).
3. Forest Stand(s) Description/Inventory and Stand Management Recommendations – Include a detailed description of various stands within the forestry unit. Each stand description should detail the acreage, species, age, size (tree diameter, basal area, heights), condition (quality and vigor), topography, soils and site index or productivity information. Stand-specific forest management practices needed to sustain productivity, health and vigor must be included with proposed timetable for implementation.
4. Regeneration-Harvest Methods and Dates—For each stand, establish a target timetable for harvest of crop trees, specifying the type of regeneration-harvest (clear cut, seed tree, shelter wood, or selection regeneration systems as applicable).
5. Regeneration Technique—Should include a sound proposed regeneration plan for each stand when harvest of final crop trees is done. Specify intent to naturally regenerate or plant trees.

NOTE: Forest management plans can and should be updated as forest conditions significantly change (e.g. change in product class mix as the stand ages and grows, storm damage, insect or disease attack, timber harvest, thinning, wildfire). The county will audit plans periodically and, to remain eligible for use-value treatment, the plan must be implemented.

Part 4. Affirmation

AFFIRMATION OF APPLICANT—I (we) the undersigned declare under penalties of law that this application and any attachments hereto have been examined by me (us) and to the best of my (our) knowledge and belief are true and correct. In addition, I (we) fully understand that an ineligible transfer of the property or failure to keep the property actively engaged in commercial production under a sound management program will result in the loss of eligibility. I (we) fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature of Owner (All tenants of a tenancy in common must sign.)	7.24.23 Owner Title	7.24.23 Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Owner Title	7.24.23 Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

Part 5. Continued Use (Complete only if the property is currently in Present-Use Value and you are applying for immediate eligibility under the Continued Use exception. See G.S. 105-277.3(b2)(1) for full details.)

I certify:

1. The property is currently in Present-Use Value.
2. I intend to continue the current use of the land under which it currently qualifies.
3. I understand I will be responsible for all deferred taxes due because of any disqualification.
4. I ACCEPT FULL LIABILITY FOR ANY EXISTING DEFERRED TAXES.

Note: If the property is currently in Present-Use Value and liability is not accepted, the full amount of the deferred taxes will typically be due in the name of the grantor immediately. Liability need not be accepted and no deferred taxes are due for qualifying transfers pursuant to G.S. 105-277.3(b) and (b1). For example, liability does not need to be accepted for qualifying transfers to relatives. However, any deferred taxes existing at the time of transfer will remain a lien on the property. Owners already receiving Present-Use Value on properties not included in this application may wish to review the alternative provisions of G.S. 105-277.3(b2)(2).

Signature of Owner (All tenants of a tenancy in common must sign.)	7.24.23 Owner Title	7.24.23 Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Owner Title	7.24.23 Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

FOR OFFICE USE ONLY: APPROVED DENIED BY: _____ REASON FOR DENIAL: _____



North Carolina Department of Agriculture
and Consumer Services
N.C. Forest Service



Steven W. Troxler
Commissioner

Scott Bissette
Assistant Commissioner

Leonel Perez
70 Henry Pridgen Road
Burgaw, NC 28425

D-6 Tax
Projects – Sampson County
Total Plan Acreage: 112±
Parcel ID: 16020440127

Dear Mr. Perez,

August 1, 2023

Assistant County Ranger Benjamin Wright and I recently examined your property located near the intersection of HWY 411 and Boykin Hayes Lane in Sampson County. You desire to place the forestland on your property under a sound management plan for the purposes of producing a commercial crop of timber as required by the General Statutes relating to Forestry Present-Use Valuation (G.S. 105-277.2-277.7). This would base the tax valuation calculations of your property on the present use of the forestland instead of the tax valuation being calculated at market value (highest and best use). Landowners enrolling in the Forestry Present-Use Valuation program can see tax savings, however, to be eligible for the program and to remain in compliance with the program once enrolled, landowners must be actively engaged in the commercial growing of timber under sound management practices. Commercial management of timber often entails thinning, partial, or complete harvest of trees (if prescribed in this forest management plan, once filed with your local county tax office). Failure to follow the recommendations set forth in this management plan could result in the loss of eligibility for the Forestry Present-Use Valuation program and could result in the back-payment of the deferred tax value of at least three (3) years, plus interest.

This plan summarizes our findings and provides generalized forest management recommendations to help guide you along the way in soundly managing the forestland on your property for the commercial growing of timber as a crop.

If you have any questions after reviewing this plan, please contact the Sampson County Ranger (910) 592-4515 or myself (910) 437-2620. Thank you for your shared interest in the Forestry Present-Use Valuation Program and we look forward to working with you in the future. **Your next step is to take a copy of this management plan and file it with your local county tax office.**

Sincerely,

Jason C. Wade
Service Forester; District 6
NCRF# 1944

CC: District 6 and Sampson County Office

Landowner Objectives

Objectives: Promote the growing of a healthy forest, protect soil health and water quality, decreased tax burden, sustainably managing your forestland for timber production.

Forest Stand Description

Designation	Area 1
Acreage	58 ± acres
General Description	A naturally occurring, mixed pine and hardwood stand.
Vegetative Species	Loblolly pine, sweetgum, American holly, winged sumac, bay species, gallberry, water oak, blackberry, dogfennel, various grasses, poison ivy, greenbriar, grapevine
Age Range	23± years
Growth Rate	Slow
Diameter Range	3-7 inches
Height Range	10-25 ft.
Stocking	Overstocked
Timber Quality	Poor, 20% fusiform rust, no insects observed. Some sweep, crook, and forked tops. Poor natural genetics and poor, unproductive sandy soil.
Soil Types & Site Index	Refer to soil map
Site Index Table Used	N/A; Loblolly pine, base age 50
Site Index Explained	Site Index is a relative measure of forest site quality based on the height of the dominant trees at a specific age. This site's soil is a very poor sandy soil and does not have a site index rating for loblolly or longleaf pine.
Notes	None.

Forest Stand Description

Designation	Area 2
Acreage	54 ± acres
General Description	A naturally occurring, mixed pine and hardwood stand.
Vegetative Species	Loblolly pine, sweetgum, yellow poplar, sourwood, various oak species, red maple, various hickory species, greenbriar, grapevine, poison ivy, various fern species, various grasses, Japanese honeysuckle
Age Range	35± years
Growth Rate	Fair
Diameter Range	7-18 inches
Height Range	80-90 ft.
Stocking	Overstocked
Timber Quality	Poor, no insects, or disease observed. Some sweep, crook, and forked tops. Poor natural genetics.
Soil Types & Site Index	Refer to soil map
Site Index Table Used	80-94; Loblolly pine, base age 50
Site Index Explained	Site Index is a relative measure of forest site quality based on the height of the dominant trees at a specific age. This site could produce trees that are 80 to 94 feet tall by age 50, indicating that this is an average to good site for this species.
Notes	None.

Stand Management Recommendations

All Areas

- Upon examination of your tract of forestland, **I did not observe any signs of insect or disease problems that you should be concerned with.** I recommend that you or your representative check the tract annually for any signs of insect or disease issues. If you notice any groupings of trees that appear dead or dying contact the N.C. Forest Service (NCFS) for a free site evaluation.

Area 1

- This area appears to have been harvested around approximately year 2000 and left to naturally regenerate. The soil in this area consists of a very poor loamy sand. Site productivity on this soil type is very limited and biomass production is very slow. **Let the site continue to grow as is for the next 10 years.**
- **After 10 years' worth of additional growth (2033), the stand should be reevaluated for either a possible intermediate harvest, such as a thinning, or a final harvest depending on landowner objectives at the time.** This can be done by a professional, registered consulting forester or the NC Forest Service (NCFS).
- **Once a final harvest does occur, I recommend letting the area regenerate naturally again. Due to the poor soil type in this area and its slow growth, I do not believe that it would be conducive to invest a lot of capital resources in this area to have it planted back.**
- The landowner has also expressed some interest in planting blackberries on the property. The soil type in this area would support blackberry growth. If this is completed on the property, I would advise using this area for your blackberries. **However, if land use changes from forestry to agriculture, the county tax office would need to be notified by the landowner to update the acreage measurement numbers for forestry versus agricultural present use.**

Area 2

- This area is a naturally occurring mixed pine and hardwood stand. It is approximately 35+ years old. The soil on this site is comprised of more productive soil types. **Since Area 1 runs directly through the middle of this stand, I recommend managing this area along with Area 1.**
- **Continue to grow as is for the next 10 years. After 10 years of growth reevaluate this stand for a final clearcut harvest.**
- **Once a final harvest occurs, I recommend you site prepare and plant the area back.** A consulting forester or the NC Forest Service can help you plan out the reforestation process.

Consulting Foresters

A professional, registered consulting forester can best handle determining if a stand of timber is ready for harvest unless landowners are extremely familiar with this process. Professional, registered consulting foresters know the value of your timber, the legal issues involved with logging operations and the selling of timber, as well as the "best management practices" required to harvest your timber in a way that ensures the healthy future of your forestland. They can work to make sure you get the maximum benefit from any future timber sale.

Most landowners find that they can make more money from their timber by paying a consulting forester to manage any future timber sales than they would dealing directly with a timber buyer, resulting in more satisfaction from any timber sale. You can visit our website (www.ncforestservation.gov) for more information regarding consulting foresters.

Consulting foresters also can help landowners more specifically map out their management goals and create a more in-depth management plan for landowners to reach their desired management goals.

Taxation and Financial Concerns

Timber sales frequently involve substantial fluctuations in a forest landowners' taxable income. There are numerous responsibilities that can result from the sale of timber or other forest products from your forestland. To gain more knowledge of the tax incentives, refer to the enclosure on forest taxes and/or consult a certified public accountant (CPA). Additionally, I recommend these additional educational resources regarding taxes to help to minimize any legal tax liability that you may incur.

- Tax Specialist
- Local, state, or federal tax office
- National Timber tax website (www.timbertax.org)

Environmental Considerations

- ✓ In North Carolina, the Forest Practice Guidelines (FPGs) are performance standard regulations, authorized with the N.C. Sedimentation Pollution Control Act (SPCA), that describe what forestry operations must do to remain in compliance with the state's laws regarding soil erosion and sediment control. The FPGs are described in N.C. Administrative Code 15A NCAC 01I .0100 - .0209.
- ✓ Best Management Practices (BMPs) are those practices that have been shown to be effective at mitigating soil disturbance and protecting water quality on a site-by-site basis. BMPs are recognized by federal and state regulations as the primary method to address non-point source pollution from forestry and agricultural activities. More information about FPGs and BMPs can be found at our website at the following web address:

http://www.ncforestservation.gov/water_quality/what_are_bmps.htm

Closing

If you have any questions or concerns regarding this plan or any of the recommendations, please feel free to contact the Sampson County Ranger's office at (910) 592-4515 or contact me at the District 6 Fayetteville office (910) 437-2620.

Approximate Schedule of Management Action

Where?	What?	When?	By whom?
All areas	Inspect for Pests and disease.	Annually	You or your representative
Area 1 & 2	Continue to grow as is	2023-2033	You or your representative
Area 1	Reevaluate for either intermediate or final harvest	2033	Your professional, registered consultant forester or NCFS
Area 2	Evaluate for clearcut final harvest	2033	Your professional, registered consultant forester or NCFS
Area 2	Reforest	After final harvest	Your professional, registered consultant forester or NCFS

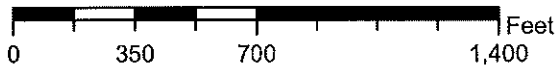
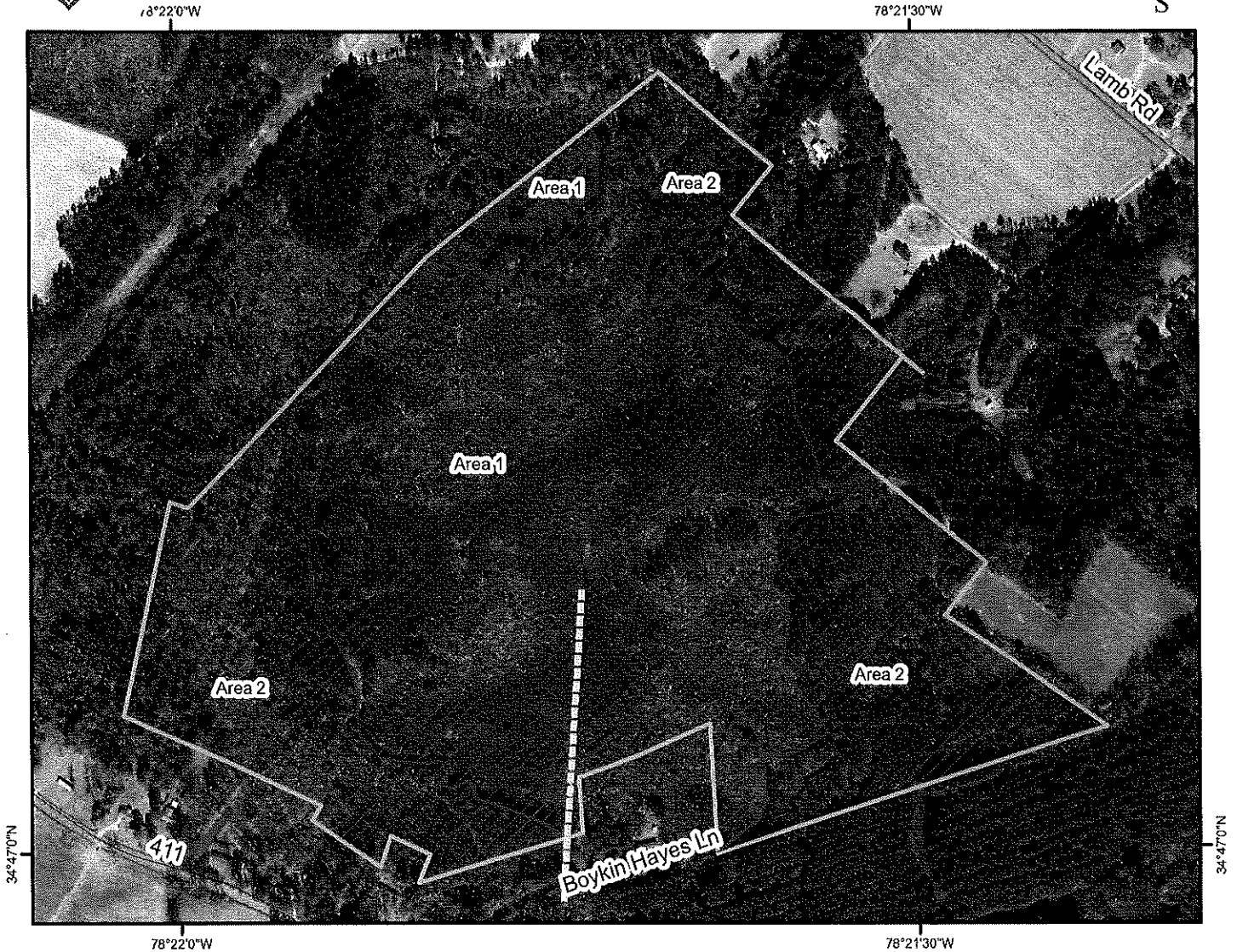
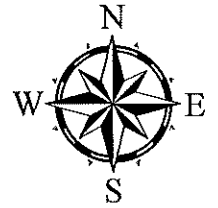
*****Your Next Step!!!*****

Take a copy of this management plan and file it with your local county tax office to enroll in the Forestry Present-Use Valuation Program.



North Carolina Forest Service Forest Management Map

Acreages. Boundaries, and Streams are Approximate



Landowner: Perez, Leonel

County: Sampson

Location: 34° 47.21' N

78° 21.75' W

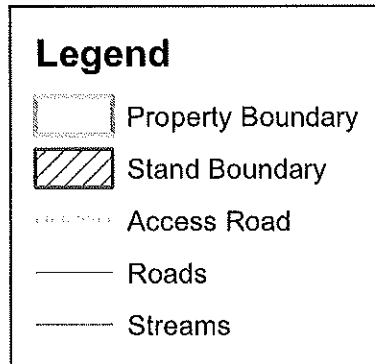
Total Forested Acres: 112±

Date: 7/26/23

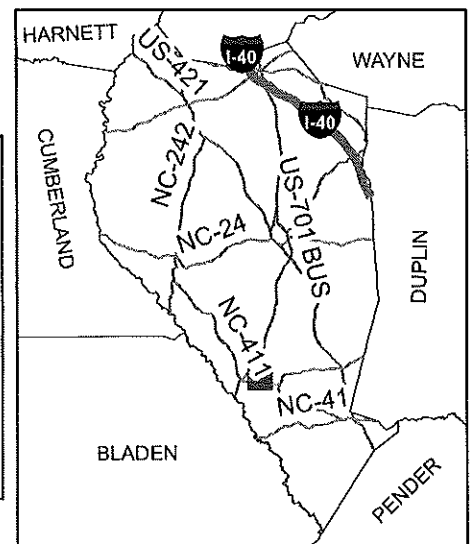
Drawn by: Jason C. Wade

Imagery: NC OneMap 2021

Orthoimagery



Sampson County





North Carolina Forest Service Forest Management Soils Map

Acres. Boundaries, and Streams are Approximate



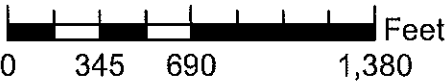
78°22'0"W

78°21'30"W



78°22'0"W

78°21'30"W



Landowner: Perez, Leonel

County: Sampson

Location: 34° 47.21' N

78° 21.75' W

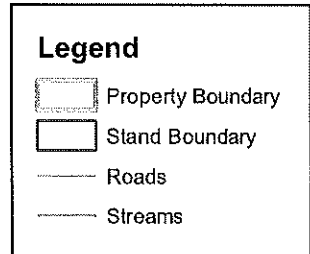
Total Forested Acres: 112±

Date: 7/26/2023

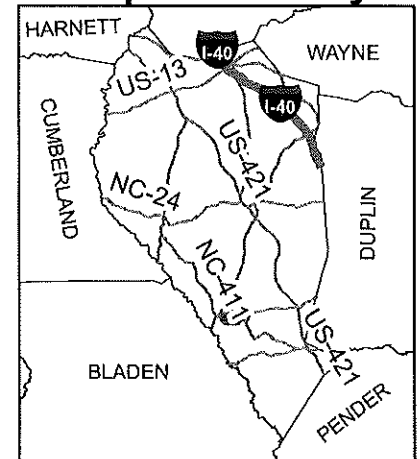
Drawn by: Jason C. Wade

Imagery: NC OneMap 2021

Orthoimagery



Sampson County



Map Unit Legend

Map Unit Symbol	Map Unit Name	Soil Texture	Approx Site Index (loblolly pine, ft)	Approx Site Index (longleaf pine, ft)	Slope (%)	Drainage	Rutting Hazard
Fo	Foreston	loamy sand	90	75	0-2	Moderately well drained	moderate
Ly	Lynn Haven	sand	80	70	0-2	Poorly drained	Severe
NoA	Norfolk	loamy sand	86	68	0-2	Well drained	Slight
Ra	Rains	sandy loam	94	--	0-2	Poorly drained	Severe
Wo	Woodington	loamy sand	--	--	0-2	Poorly drained	Severe

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 28, 2023
Subject: Disabled Veteran Exclusion
(GS 105-277.1 c)

The attached disabled veteran exclusion application was received after June 1, 2023. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Larry E Bailey

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, 2023

Please put on the next Board of Commissioners consent agenda for their action.

August 8, 2023

Sampson County Board of Commissioners
Rowan Rd
Clinton, NC 28328

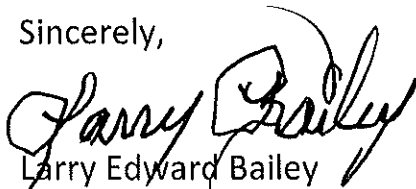
Re: Larry E Bailey

Dear Commissioners,

I am an honorably discharged Veteran. I received a permanent and total rating with the Veterans Administration for my service connected disabilities in August 2020. 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,



Larry Edward Bailey
668 Lakewood School Rd
Salemberg, NC 28385

39047
parcel # 06-1036512-01.

Acct: 39047 Parcel: 06-1036512-01	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
------------------	---

LARRY EDWARD BAILEY
 NAME (Print or Type)

LARRY EDWARD BAILEY
 DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

668 LAKEWOOD SCHOOL ROAD
 STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
(If Applicable)

SALEMBURG NC 28385
 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.

Larry Bailey
 DISABLED VETERAN'S SIGNATURE

08-08-2023
 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

08-08-2023
 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 8/20/2020
 - 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

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
08-08-2023 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 28, 2023
Subject: Disabled Veteran Exclusion
(GS 105-277.1 c)

The attached disabled veteran exclusion application was received after June 1, 2023. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Mark W. Bergstresser

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 22, 2023.

Please put on the next Board of Commissioners consent agenda for their action.

August 22, 2023

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

RE: Bergstresser, Mark W.

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 from Feb 23, 2009 to Feb 2010 in the Gulf. 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,



Mark W. Bergstresser
1671 Sivertson Road
Autryville, NC 8318

196211

02-0154351-01

Amy

	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	<u>Sampson</u> COUNTY
--	--	---------------------------------

SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED	# 196211 02-0154351-01
------------------	---	---------------------------

<u>Mark W Bergstresser</u> <small>NAME (Print or Type)</small>	<u>Mark W Bergstresser</u> <small>DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)</small>
---	---

<u>1671 Sivertsen Rd</u> <small>STREET ADDRESS OR P.O. BOX NUMBER</small>	<small>SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)</small> <small>(If Applicable)</small>
--	---

<u>Autryville</u> <u>NC</u> <u>28318</u> <small>CITY</small> <small>STATE</small> <small>ZIP CODE</small>	
--	--

	<small>U.S. DEPT. OF VETERANS AFFAIRS</small> <small>FILE NUMBER</small>
--	---

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.	
_____ <small>DISABLED VETERAN'S SIGNATURE</small>	_____ <small>DATE</small>

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.	
_____ <small>SURVIVING SPOUSE'S SIGNATURE</small>	_____ <small>DATE</small>

SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee															
Please check all that apply:	<table style="width:100%;"> <tr> <td style="width:5%;">A.</td> <td style="width:5%;"><input type="checkbox"/></td> <td style="width:90%;">Veteran does not meet either B, C, D, or E of the below criteria.</td> </tr> <tr> <td>B.</td> <td><input checked="" type="checkbox"/></td> <td>Veteran has a service-connected permanent and total disability that existed as of <u>Jan 30, 2022</u></td> </tr> <tr> <td>C.</td> <td><input type="checkbox"/></td> <td>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.</td> </tr> <tr> <td>D.</td> <td><input type="checkbox"/></td> <td>Veteran died on _____ and had a service-connected permanent and total disability at death.</td> </tr> <tr> <td>E.</td> <td><input type="checkbox"/></td> <td>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.</td> </tr> </table>	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>Jan 30, 2022</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.
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>Jan 30, 2022</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
---	--	--

The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.

<u>Sherry M Hype</u> <small>SIGNATURE OF NCDMVA OFFICIAL</small>	<u>Sherry M Hype</u> <small>PRINTED NAME OF NCDMVA OFFICIAL</small>
<u>8/22/2023</u> <small>DATE</small>	<u>Sampson Co VSO</u> <small>TITLE OF NCDMVA OFFICIAL</small>

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 28, 2023
Subject: Disabled Veteran Exclusion
(GS 105-277.1 c)

The attached disabled veteran exclusion application was received after June 1, 2023. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Kenneth R. Best

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 July 21, 2023.

Please put on the next Board of Commissioners consent agenda for their action.

July 21, 2023

Sampson County Board of Commissioners
Rowan Rd
Clinton, NC 28328

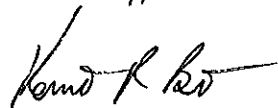
Re: Kenneth R. Best

Dear Commissioners,

I am an honorably discharged Veteran. I received a permanent and total rating with the Veterans Administration for my service connected disabilities in January 2023. 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,



Kenneth R. Best
2656 Reedsford Rd
Clinton, NC 28328

40993

15-0040993-01

Acct # 40443 Parcel 15004044301	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		

Kenneth Ray Best NAME (Print or Type)	Kenneth Ray Best DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
2656 Reedsford Rd 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
JMBER

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request NCDMVA complete this certification *in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.*

SECTION 2	Disabled Veteran's Signature
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.	
DISABLED VETERAN'S SIGNATURE	07-21-2023 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	07-21-2023 DATE

SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>01/01/2023</u> C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence. D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death. E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)	<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions	<input type="checkbox"/> Under Honorable Conditions
---	--	---

The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.	
SIGNATURE OF NCDMVA OFFICIAL	Sherry M. Hope PRINTED NAME OF NCDMVA OFFICIAL
07-21-2023 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 28, 2023
Subject: Disabled Veteran Exclusion
(GS 105-277.1 c)

The attached disabled veteran exclusion application was received after June 1, 2023. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Jeremy Ray Hook

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 11, 2023.

Please put on the next Board of Commissioners consent agenda for their action.

August 11, 2023

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

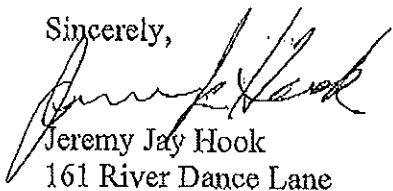
RE: Jeremy Jay Hook

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 Southwest Asia. I served from August 25, 1994 to August 31, 2018. 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 2023.

Thank you for your consideration in this request.

Sincerely,



Jeremy Jay Hook

161 River Dance Lane

Autryville, North Carolina 28318

208471

Parcel # 08-0179462-08

# 208471 08-0199462-08	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	
Jeremy Jay Hook NAME (Print or Type)	Jeremy Jay Hook DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)	
161 River Dance Lane STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i>	
Autryville NC 28318 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 <i>in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.</i>		
SECTION 2	Disabled Veteran's Signature	
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.		
 DISABLED VETERAN'S SIGNATURE	08-11-2023 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	08-11-2023 DATE	
SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee	
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>09-01-2018</u> C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence. D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death. E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.	
Character of Disabled Veteran's Service at Separation: (DD-214)	<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions <input type="checkbox"/> Under Honorable Conditions	
The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.		
 SIGNATURE OF NCDMVA OFFICIAL	Martha Ann Knowles PRINTED NAME OF NCDMVA OFFICIAL	
08-11-2023 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.

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10258

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 Cheri Fawn Vann
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>129.90</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>129.90</u>

These taxes were assessed through clerical error as follows.

0064313555 00002022 0000 00
FLW1160
Tag turned in
2021 Toyota
vehicle sold

602	County Tax	<u>119.07</u>
	School Tax	_____
F17	Fire Tax	<u>10.83</u>
	City Tax	_____
TOTAL \$		<u>129.90</u>

Mailing Address.

Cheri Fawn Vann
1491 Grimes Rd
Faison, NC 28341

Yours very truly

Cheri Vann
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

10251

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 Eric Ray Gainey in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR		
<u>2022</u>	\$	<u>106.68</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
TOTAL REFUND	\$	<u>106.68</u>

These taxes were assessed through clerical error as follows.

2022 Toyota
Sold Vehicle
Surrendered Tag
Tag# KBA 5482

<u>602</u> County Tax	<u>96.19</u>
School Tax	_____
<u>FOV</u> Fire Tax	<u>10.49</u>
City Tax	_____
TOTAL \$	<u>106.68</u>

Mailing Address.

Eric Ray Gainey
677 Gainey RD
Dunn, NC 28334

Yours very truly

Eric Ray Gainey
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

10252

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 Peter Hodgson Bryant in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>208.62</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>208.62</u>

These taxes were assessed through clerical error as follows.

0071348466 2022 2022 0000 00
KFP7016
Tag turned in
2023 CP
Vehicle sold

Gov County Tax 149.13
School Tax _____
F14 Fire Tax 19.49
City Tax _____
TOTAL \$ 208.62

Mailing Address.

Peter Hodgson Bryant
2095 Mintz Rd
Roseboro NC 28382

Yours very truly

x P. Bryant
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10250

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 Melvin Gibson Jr
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2022</u>	\$ <u>258.64</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>258.64</u>

These taxes were assessed through clerical error as follows.

Bill # 0065701115-2022
Plate # JAW4527
Vehicle totalled - plate turned in
2021 Acur 4s

602	County Tax	<u>189.67</u>
	School Tax	_____
	Fire Tax	_____
T08	City Tax	<u>68.97</u>
	TOTAL \$	<u>258.64</u>

Mailing Address.

P.O. Box 269
SALEMBURG N. C 28385

Yours very truly

Melvin Gibson Jr
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

10249

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 Victoria June Tomlinson
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>174.04</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 174.04

These taxes were assessed through clerical error as follows.

0073746595 2022 2022 0000 00
KDM 4737
Tag turned in
2019 Mercedes MP
Vehicle Sold

602 County Tax 156.92
School Tax _____
Fob Fire Tax 17.12
City Tax _____
TOTAL \$ 174.04

Yours very truly

Mailing Address.

Victoria June Tomlinson
Taxpayer

Victoria June Tomlinson
3440 Green Path Rd
Dunn NC 28334

Social Security # _____

RECOMMEND APPROVAL:

Board Approved _____
Date _____ Initials _____

Jim Johnson
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10221

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 Paul Michael Lombardi, Jr
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>100.04</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>100.04</u>

These taxes were assessed through clerical error as follows.

006394985420220000000000
JAF3544
Tag turned in
2020 Kia
Vehicle Total loss

302 County Tax 90.20
School Tax _____
FD6 Fire Tax 9.84
City Tax _____
TOTAL \$ 100.04

Yours very truly

* Paul Michael Lombardi, Jr.
Taxpayer

Mailing Address.

Paul Michael Lombardi Jr
9740 Green Path Rd
Dunn NC 28334

* 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

10229

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 Harry Bernard Spates in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

<u>2022</u> YEAR	\$ <u>265.31</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 265.31

These taxes were assessed through clerical error as follows.

Bill# 0071442468-2022
Plate# HHT 7620
Vehicle traded - plate turned in
2023 Nissan MP

G02	County Tax	<u>240.53</u>
	School Tax	_____
F14	Fire Tax	<u>24.78</u>
	City Tax	_____
	TOTAL \$	<u>265.31</u>

Mailing Address.

80 Vineyard Rd
Clinton N.C. 28328

Yours very truly

Harry B. Spates
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

10237

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:

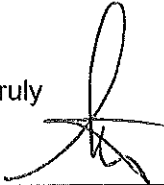
Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Tyler Nicholas Mcpherson in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>442.35</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>442.35</u>

These taxes were assessed through clerical error as follows.

Bill # 0060009449-2022
Plate # WVA 7875
Lease vehicle turned in
2020 Infi MP

G02 County Tax 394.53
School Tax _____
F07 Fire Tax 47.82
City Tax _____
TOTAL \$ 442.35

Yours very truly


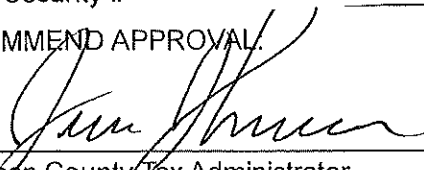
Taxpayer

Mailing Address.
215 BLACKMAN Rd
DOWN NC 28334

Social Security # _____

RECOMMEND APPROVAL _____

Board Approved _____
Date _____ Initials _____



Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10238

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 Manuel Cornejo Anselmo in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>118.29</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>118.29</u>

These taxes were assessed through clerical error as follows.

Bill # 0068979613-2022
Plate # KDW 7673
Vehicle sold - plate turn in
2022 Toyt 4s

602 County Tax 107.24
School Tax _____
F15 Fire Tax 11.05
City Tax _____
TOTAL \$ 118.29

Yours very truly



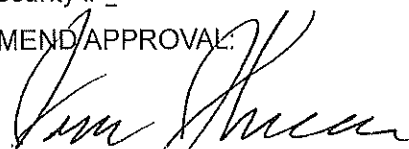
Taxpayer

Mailing Address.

1086 WAKE BRANCH RD
CLINTON NC 28328

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

10241

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 Leslie Ann Byrd
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>111.72</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>111.72</u>


These taxes were assessed through clerical error as follows.

Bill # 0073540796-2022
Plate # CLA2642
Vehicle sold - plate turned in
2018 Hyun 4S

G02 County Tax	<u>86.14</u>
S01 School Tax	<u>15.14</u>
F19 Fire Tax	<u>10.44</u>
City Tax	_____
TOTAL \$	<u>111.72</u>

Mailing Address.

201 Eldon Drive
Goldsbalo NC 27532

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

10242

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 Martina Mcneil Copeland

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

YEAR	
<u>2022</u>	\$ <u>234.71</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>234.71</u>

These taxes were assessed through clerical error as follows.

Bill# 0059930498-2022
Plate# TAT4945
Vehicle sold-plate turned in
2018 Honda MP

G02 County Tax	<u>141.34</u>
S01 School Tax	<u>24.84</u>
Fire Tax	_____
T02 City Tax	<u>68.53</u>
TOTAL \$	<u>234.71</u>

Mailing Address.

203 Colonial Drive
Clinton NC 28328

Yours very truly

Martina Copeland
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

10243

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 Jane Wilson Spell in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>149.94</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>149.94</u>

These taxes were assessed through clerical error as follows.

Bill # 0069193033
Plate # JCD3209
Plate turned In
2019 Chevy TK,
Vehicle sold

602 County Tax	<u>90.29</u>
501 School Tax	<u>15.87</u>
Fire Tax	_____
602 City Tax	<u>43.78</u>
TOTAL \$	<u>149.94</u>

Mailing Address.

1012 Raleigh Rd.
Clinton, N.C.
28328

Yours very truly

Jane W. Spell
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

10245

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 Brittney Nicole McAbee
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2022</u>	\$ <u>316.31</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>316.31</u>

These taxes were assessed through clerical error as follows.

Bill # 0067337907-2022
Plate # HS4585
Vehicle sold-tag turned in
2018 Ram Tk

G02	County Tax	<u>243.89</u>
S01	School Tax	<u>42.86</u>
F19	Fire Tax	<u>29.56</u>
	City Tax	_____
	TOTAL \$	<u>316.31</u>

Mailing Address.

21 Northgate Ln
Clinton, NC 28328

Yours very truly

[Signature]
Taxpayer

Social Security _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10253

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 Mark Todd Parks
in PV Township, Sampson County, for
the year(s) and in the amount(s) of:

	YEAR	
2016 Toy	<u>2022</u>	\$ <u>7978</u>
2015 Chev	<u>2022</u>	\$ <u>2664</u>
	<u>2022</u>	\$ <u>193.51</u>
		\$ _____
		\$ _____
TOTAL REFUND		\$ <u>299.93</u>

These taxes were assessed through clerical error as follows.

All 3 vehicles registered in SC
Tag Surrendered.
2016 Toyota SHV 4013
2015 Chev SAR 9168
2022 Hyundai RST 5701

002 County Tax 267.51
School Tax _____
Fire Tax 32.42
City Tax _____
TOTAL \$ 299.93

Yours very truly

[Signature]
Taxpayer

Mailing Address.

Mark Todd Parks
X 837 CAMEO CT
ANDERSON, SC 29621

X Social Security

RECOMMEND APPROVAL

[Signature]
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 Lynn Brown, Jr in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<u>2022</u>	\$ <u>253.19</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Release/Adjustment \$ 253.19

G01	County Tax	\$ <u>147.10</u>
	School Tax	\$ _____
F21	Fire Tax	\$ <u>16.94</u>
T01	City Tax	\$ <u>89.15</u>
	Total	\$ <u>253.19</u>

The taxes were assessed through clerical error, or an illegal tax as follows:

100% Military Vehicle Exemption
 2018 Dodge Charger R/T 4S
 LEV Louisiana
 Tag JAZ 5078

Taxpayer: Lynn Brown, Jr
Tax Administrator: Jane 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 Sharon Hughes in Westbrook Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 19017267101

Year	<u>2023</u>	\$	<u>414.88</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	_____

<u>601</u>	County Tax	\$	<u>370.03</u>
	School Tax	\$	_____
<u>F07</u>	Fire Tax	\$	<u>44.85</u>
	City Tax	\$	_____
	Total	\$	<u>414.88</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Wide sold in December 2022 - Customer notified office on 8.2.23 - New owner afterlisted -

Taxpayer:

Sharon Hughes

Tax Administrator:

Jon Jhuon

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 Benjamin Copeland Sr. in Taylor's Bridge Township, Sampson County, for the year(s) and in the amount(s) of: Parcel # 17023724701

Year	<u>2023</u>	\$	<u>299.94</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	_____

<u>G01</u>	County Tax	\$	<u>267.51</u>
	School Tax	\$	_____
<u>F23</u>	Fire Tax	\$	<u>32.43</u>
	City Tax	\$	_____
	Total	\$	<u>299.94</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Billed in 2020. Double & double listed
Bill # 45923

Taxpayer:

Benjamin Copeland Sr.

Tax Administrator:

Jan Jhuan

Board Approved:

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 Eddie Williamson in N Clinton Township, Sampson County, for the year(s) and in the amount(s) of: 12/12812001

Year	<u>2023.</u>	\$	<u>423.72</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____

Total Release/Adjustment		\$	<u>423.72</u>
	<u>601</u> County Tax	\$	<u>326.70</u>
	<u>501</u> School Tax	\$	<u>57.42</u>
	<u>F19</u> Fire Tax	\$	<u>39.60</u>
	City Tax	\$	_____
	Total	\$	<u>423.72</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Reval 2019 valued storage bldg at \$40,000 instead of \$400 -

Taxpayer: Eddie Williamson

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 Jones, Willie in 18 Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<u>2023</u>	\$ <u>392.87</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ _____

County Tax	\$ <u>354.03</u>
School Tax	\$ _____
Fire Tax	\$ <u>38.64</u>
City Tax	\$ _____
Total	\$ <u>392.87</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Parcel: 18021869801 Bill: 47813
Doublewide Double listed.

Taxpayer:

Willie E Jones Jr

Tax Administrator:

Jan Jones

Board Approved:

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 Spencer, Carroll in (13) Turkey Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2023</u>	\$ <u>-205.53</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Release/Adjustment		\$ _____

601	County Tax	\$ <u>- 1.69</u>
	School Tax	\$ _____
	Fire Tax	<u>- \$ F17-.13 + F24-208.71</u>
	City Tax	\$ _____
	Total	\$ <u>205.53</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Parcel: 18094964001
 Bill: 352.31

typo error. Released 205.53 
 Billed two
 Fire Districts

Taxpayer: Carroll W. Spencer

Tax Administrator: Jan Green

Board Approved: _____
 Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Lowell Schiebe in McDaniel Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 09037492002

Year	<u>2023</u>	\$ <u>1371.26</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>1371.26</u>

<u>601</u>	County Tax	\$ <u>1243.18</u>
	School Tax	\$ _____
<u>F14</u>	Fire Tax	\$ <u>128.08</u>
	City Tax	\$ _____
	Total	\$ <u>1371.26</u>

The taxes were assessed through clerical error or an illegal tax as follows:

House fire in 2018 - Fire Chief notified office 8-2-23 -

Taxpayer: Lowell Schiebe

Tax Administrator: [Signature]

Board Approved: _____
Date Initials

**Sampson County E911
107 UNDERWOOD ST CLINTON , NC 28328**

Call Taker 01 JHARRINGTON CFS Report CFS # - 2018-39800

Base Information

Call When 07/02/2018 23:49:19 Create When 07/02/2018 23:49:57 Close When 07/03/2018 10:57:37 Disposition REFUSED
 Priority 1 PRIORITY 1 Alarm 1 Disciplines F Assigned Disciplines F,L,O Assigned Disciplines NP F,L,O
 EMERGENCY
 CallType STRUCTURE FIRE EDL FDL LDL Primary Unit Z1132

Location of Occurrence

Address 875 HOBBS RD, ROSEBORO Zip 28382 County
 Landmark ESN 1364 Map Grid
 EMS/Rescue EMS76/7111/RRS Fire STA4/STA11/STA7/STA12/STA2122 Law SCZO ZONE 3
 Area STAR District EMS Tract Fire Tract
 Grid DUKE ENERGY Law Tract Report Tract Work Area

Cross Street High VINEYARD RD Cross Street Low FLEET COOPER RD
 From-To Directions

Caller

Address 11286 OLD MINTZ HWY, GARLAND Landmark
 Name VERIZON WIRELESS Caller Phone 9102140985 How Received 911

Agency Defined

OPS

OCA Numbers

Department	OCA Number	Unit	Note	Department	OCA Number	Unit	Note
SCSO	18-SCSO2128			STA04	2018-39800	Z431	
STA07	2018-39800	Z732		STA12	2018-39800	Z1232	
STA16	2018-39800	STA16		EMS	2018-05577		
EMS	2018-05578			EMS	2018-05586		
EMS	2018-05589			2122	2018-39800	Z2131	
SCES	2018-39800	EM4					

Dispositions

Disposition	Assigned When	User	InActive	While Closed
REFUSED	07/03/2018 10:57:37	MELINDAMCCLENNY	<input type="checkbox"/>	<input type="checkbox"/>
TRANSPORTED PT TO THE ER	07/03/2018 10:57:37	MELINDAMCCLENNY	<input type="checkbox"/>	<input type="checkbox"/>
COMPLETED CALL	07/03/2018 10:57:37	MELINDAMCCLENNY	<input type="checkbox"/>	<input type="checkbox"/>
REPORT TAKEN	07/03/2018 04:28:12	DENEENJOHNSON	<input type="checkbox"/>	<input type="checkbox"/>
NO PATIENT	07/03/2018 02:39:52	TODDBUSCH	<input type="checkbox"/>	<input type="checkbox"/>

Call Types

DENEENJOHNSON 07/02/2018 23:53:27 E,F,L,R,O
spoke with 37 at cua and they are sending 2632

KENDALLMARLEY 07/02/2018 23:54:51 E,F,L,R,O
STA 7 IN SERVICE

CHIEF 400 IN SERVICE
KENDALLMARLEY 07/02/2018 23:56:10 E,F,L,R,O
STA12 IN SERVICE

DENEENJOHNSON 07/02/2018 23:56:56 E,F,L,R,O
r7 adv 2 story structure fully involved at this time

KENDALLMARLEY 07/02/2018 23:58:17 E,F,L,R,O
STA11 IN SERVICE

KENDALLMARLEY 07/03/2018 00:07:39 E,F,L,R,O
CHIEF 400 ON SCENE AND HAS COMMAND, ADV 2 STORY STRUCTURE FULLY INVOLVED ROOF IS COLLAPSED, MOST LIKELY DEFENSIVE ATTACK ONLY

JHARRINGTON 07/03/2018 00:09:06 E,F,L,R,O
EM4 NOTIFIED

KENDALLMARLEY 07/03/2018 00:10:27 E,F,L,R,O
COMMAND ADV ELECTRIC LINES DOWN ON C SIDE OF THE STRUCTURE

KENDALLMARLEY 07/03/2018 00:19:52 E,F,L,R,O
COMMAND 400 REQ EMS75, FIREFIGHTER DOWN

KENDALLMARLEY 07/03/2018 00:22:15 E,F,L,R,O
COMMAND 400 ADV SOMETHING FELL ON SOMEBODY IN THE SIDE YARD AND ONE THAT IS EXHAUSTED

KENDALLMARLEY 07/03/2018 00:24:13 E,F,L,R,O
COMMAND ADV FIREFIGHTERS INSIDE STRUCTURE, ROOF IS DOWN THEY ARE TRYING TO ATTACK THE FIRE

KENDALLMARLEY 07/03/2018 00:25:19 E,F,L,R,O
COMMAND ADV FAMILY MEMBER ADV THAT THE OWNER OF RESIDENCE WAS HOME EARLIER TONIGHT AND HIS VEHICLE IS HOME AT THIS TIME

DENEENJOHNSON 07/03/2018 00:36:56 E,F,L,R,O
cua has been adv to send stedman with tanker

JHARRINGTON 07/03/2018 00:38:34 E,F,L,R,O
Z710 IS SAFETY OFFICER

AURIELNELSON 07/03/2018 00:39:44 E,F,L,R,O
BLADEN WAS ADV REF AMMONS AND HICKORY GROVE FD RESPONDING WITH TANKERS

JHARRINGTON 07/03/2018 00:44:54 E,F,L,R,O
Z1600 ENROUTE BUILDING

JHARRINGTON 07/03/2018 00:46:37 E,F,L,R,O
STA 16 IN SERVICE

DENEENJOHNSON 07/03/2018 01:04:39 E,F,L,R,O
made contact with Duke and they will get a unit 10-17 12220474 is the ticket number for this call

JHARRINGTON 07/03/2018 01:29:52 E,F,L,R,O
FIRE UNDER CONTROL PER Z400

JHARRINGTON 07/03/2018 01:56:59 E,F,L,R,O
10-67

AURIELNELSON 07/03/2018 02:21:58 E,F,L,R,O
CALLER MADE CONTACT ADV THE DAUGHTER OF THE HOMEOWNER NEEDED MEDICAL ATTENTION SOMEWHERE ON SCENE. THE CALLERS CELL PHONE CUT OUT AND DISCONNECTED BEFORE I COULD GET ANY FURTHER AND SHE CALLED ON NON EMERGENCY SO I AM UNABLE TO MAKE CONTACT BACK

TODDBUSCH 07/03/2018 02:27:36 E,F,L,R,O

PAR ID: 09037492002

Map #: G12 0 3

JURIS CD: 09 MCDANIEL
G01 SAMPSON COUNTY

F14 COHARIE FIRE DISTRICT

Route #: 39000

PIN #: 1462-69-5394

SAMPSON CO, NC - Property Card

Printed: 08/28/23 Card: 2 of 2 Appraiser: DLC

SITUS:

875 HOBBS RD

Deeded Acres: 74.71
Legal Description:
875 Hobbs Rd

Subd:
Nbrhd: P Paved Road

Parcel: A average
Sale Dt: 09/09/98 D
Price: 1302/698
Db/Pq: Valid. Code

Fronting:
Location: No Valid Sale

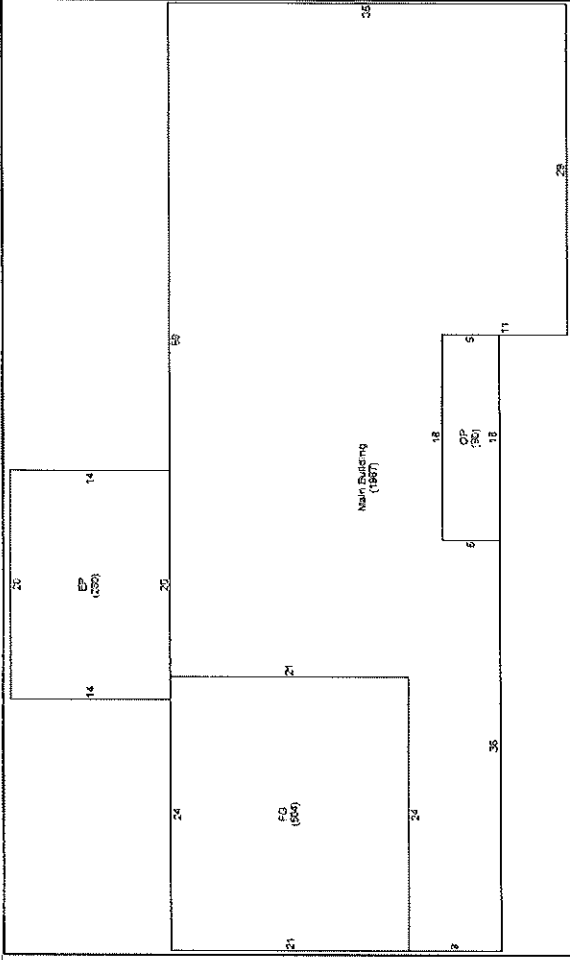
Parking:
Utility: E electric; W water

Zoning:

Sketch Vectors

Vector

A00CR36U5R18D11R29U35L59D21L24D8 A01R36CU5R18D5L18 A02U8CR24U21L24D21
A03U29R22CU14R20D14L20



Improvement Description: AG conventional

Story: 1
Class: single family
Ext Wall: brick
Yr Blt: 1986
Eff Year: 1991
Heating: heat pump
Fuel:
System: heat and a/c

FP Stacks: 1
Openings: 1
Prefab FP:
Rooms: 6
Bedrooms: 3
Unfin Area:
Fin Bsmt Area:
Rec Room Area:

Bsmt:
BSMT Gar:
Attic: no attic/unfini:
Baths: 2
Half: 1
Extra Fixt: 0
Misc 1:
Misc 2:

Phys Cond: A
CDU: AV
Over Depr Tb:
Fnct Dep %:
Fnct Desc: O
Econ Dep%:
Econ Desc:
N-Fact:

% Complete:
Grade: C+2
C&D Fact:
C&D Desc:
TV/SF: 159.98
SP/SF: 0.00
RCN/SF: 110.87
RCNLD/SF: 75.84

Assessment: 2023

Method: COST APPROACH
Land: \$142,321 Excluded: U
BLDG: \$175,561 Ag Use:
Market: \$317,882 SWF:
Deferred: \$89,493
Exempt: \$0
Taxable: \$228,389

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EFYr	Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Conventional	1,987	188,065	1986	1991	C+2	AV			72		128,636
1	OP				Open Porch	90	2,752	1986	1991	C+2	AV			72		1,882
2	FG				Attached Finished Gar	504	18,698	1986	1991	C+2	AV			72		12,789
3	EP				Enclosed Porch	280	10,793	1986	1991	C+2	AV			72		7,382

Entrances

Revisit:
Reason:
Appr Date: Code: Rev2

Building Permit

Date: Permit #: Permit \$: CO Date: Flg

HSF: 1,987 TSF: 2,861 Total: 150,689

**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 2023-2024

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100-555001	Capital outlay other grant	9,250.00	
11243100-526230	Equipment grant	178.00	
11243100-526202	Dept supplies grant	25,281.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409900	Fund balance appropriated	34,709.00	

2. Reason(s) for the above request is/are as follows:
 To bring forward unexpended grant funds.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/30/2023

David K. Clack

 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

 (County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

23-Aug-23

FROM: Lynn S. Fields

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

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	Water Assistance Program	\$ 18,931.48 <i>18,932.00</i> <i>mbb</i>	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535480-403316	Grant Water Assistance	18,931.48 <i>18,932.00</i> <i>mbb</i>	

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

Allocate funds for one-time supplement payments provided by LIHWAP Water Assistance program



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2023-2024

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	Capital outlay category 1	64,505.00	
11659110-555031	Capital outlay category 2	30,422.00	
11659110-550000	Unallocated capital outlay		94,927.00
11659140-555030	Capital outlay category 1	285,764.00	
11659140-555031	Capital outlay category 2	1,503,805.00	
11659140-555032	Capital outlay category 3	355,368.00	
11659140-550000	Unallocated capital outlay		1,121,454.00
19959140-582096	Transfer to general fund for capital	1,023,483.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
19932320-409900	Fund balance appropriated	1,023,483.00	
11035914-409612	Transfer for school capital reserve	1,023,483.00	

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

To allocate funds for capital outlay per request from school systems. Bring forward prior year unspent capital funds.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/21/2023

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

August 11, 2023

Date

FROM: Dana Hall, Director of Aging

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

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>
02558790-526200	INFO/CASE ASST - DEPT SUPPLIES	\$ 1,333.00	
02558790-544000	INFO/CASE ASST - CONTRACTED SERVICES	\$ 2,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035879-403602	INFO/CASE ASST - HEALTH PROMOTION	\$ 3,333.00	

2. Reason(s) for the above request is/are as follows:
To budget Health Promotion Funding for FY 23-24.

Dana Hall
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2023

Dana Hall
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: FEDERAL

Budget Amendment: 4

The Clinton City Board of Education at a meeting on the 25th day of July, 2023, passed the following resolution:

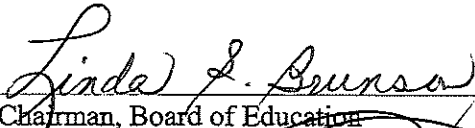
Be it resolved that the following amendments be made to the Budget Resolution
for the fiscal year ending June 30, 2023.

SEE ATTACHED LISTING

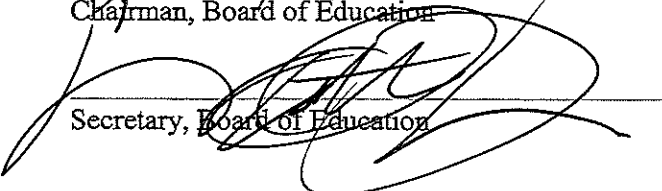
Total appropriation in current budget	\$11,800,719.38
Total increase/decrease of amendment	\$54,740.00
Total appropriation in amended budget	\$11,855,459.38

Passed by majority vote of the Clinton City Board
of Education on the 25th day of July 2023.

We, the Board of County Commissioners
of Sampson County, hereby approve the
changes in the Clinton City School Budget
as indicated above and have made entry of
changes in the minutes of said Board this
_____ day of _____ 2023.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FEDERAL

Code	Description	Increase	Decrease	Total
3.5120.017.163.308.308.00	CTE-SUBSTITUTE PAY-STAFF DEV.	\$2,000.00		
3.5120.017.163.320.000.00	SALARY - SUBSTITUTE TEACHER STAFF DEV	\$112.50		
3.5120.017.211.308.308.00	EMPLOYER'S S.S. COST	\$236.64		
3.5120.017.211.320.000.00	EMPLOYER S.S. COST	\$8.61		
3.5120.017.312.308.308.00	WORKSHOP EXPENSES/ALLOWABLE TRAVEL		\$870.64	
3.5120.017.332.308.308.00	CTE-TRAVEL REIMBURSEMENT		\$170.47	
3.5120.017.411.308.308.00	INSTRUCTIONAL SUPPLIES	\$228.82		
3.5120.017.418.308.308.00	COMPUTER SOFTWARE AND SUPPLIES		\$6,571.87	
3.5120.017.461.308.308.00	FURNITURE AND EQUIPMENT-INVENTORIED		\$3,295.43	
3.5120.017.462.308.308.00	COMPUTER EQUIPMENT-INVENTORIED	\$6,269.84		
3.6550.017.171.308.000.00	BUS-CTE	\$1,969.86		
3.6550.017.171.320.000.00	BUS-CTE	\$339.19		
3.6550.017.211.308.000.00	EMPLOYER'S S.S. COST	\$150.71		
3.6550.017.211.320.000.00	EMPLOYER'S S.S COST	\$25.94		
3.8100.017.392.000.000.00	INDIRECT COST	\$18.46		
3.8100.017.472.000.000.00	SALES AND USE TAX REFUND		\$452.15	
3.8200.017.399.000.000.00	UNBUDGETED FUNDS		\$0.01	
	Vocational Education - Program Improvement	\$11,360.57	\$11,360.57	\$0.00
3.5230.049.121.316.000.00	SALARY - TEACHER		\$1,620.00	
3.5230.049.142.316.000.00	SALARY - TEACHER ASSISTANT			
3.5230.049.162.316.000.00	SALARY-SUBSTITUTE	\$1,822.76		
3.5230.049.167.316.000.00	SALARY - TEACHER ASST. WHEN SUBBING	\$300.00		
3.5230.049.181.316.000.00	SUPPLEMENTARY PAY			
3.5230.049.211.316.000.00	EMPLOYER'S S.S. COST	\$38.46		
3.5230.049.221.316.000.00	EMPLOYER'S RETIREMENT COST		\$319.31	
3.5230.049.231.316.000.00	EMPLOYER'S HOSP. INS COST		\$221.91	
3.8100.049.392.000.000.00	INDIRECT COST			
	IDEA Preschool Part B (619) Grant	\$2,161.22	\$2,161.22	\$0.00
3.5320.050.131.000.000.00	Salary - Social Worker			
3.5320.050.181.000.000.00	SUPPLEMENTARY PAY	\$462.76		
3.5320.050.211.000.000.00	EMPLOYER'S S.S. COST	\$35.41		
3.5320.050.221.000.000.00	EMPLOYER'S RETIREMENT COST	\$113.38		
3.5330.050.143.330.000.00	TUTOR	\$13,725.00		
3.5330.050.162.316.000.00	SALARY-SUBSTITUTE			
3.5330.050.162.320.000.00	SALARY-SUBSTITUTE	\$693.27		
3.5330.050.162.330.000.00	SUBSTITUTE PAY	\$1,152.73		
3.5330.050.163.304.000.00	REMEDIAL & SUPPL K-12/SUB PAY-STAFF DEV.	\$3,420.00		
3.5330.050.167.304.000.00	SALARY - TEACHER ASST. WHEN SUBBING	\$704.65		
3.5330.050.167.316.000.00	SALARY - TEACHER ASST. WHEN SUBBING	\$1,000.00		
3.5330.050.167.330.000.00	SALARY - TEACHER ASST. WHEN SUBBING	\$3,985.97		
3.5330.050.181.330.000.00	SUPPLEMENTARY PAY	\$200.00		
3.5330.050.184.330.000.00	LONGEVITY	\$520.65		
3.5330.050.199.330.000.00	OVERTIME PAY	\$508.40		
3.5330.050.211.304.000.00	EMPLOYER'S S.S. COST	\$315.54		
3.5330.050.211.316.000.00	EMPLOYER'S S.S. COST	\$76.50		
3.5330.050.211.320.000.00	EMPLOYER'S S.S. COST	\$53.04		
3.5330.050.211.330.000.00	EMPLOYER'S S.S. COST	\$1,537.09		
3.5330.050.221.304.000.00	EMPLOYER'S RETIREMENT COST	\$172.64		
3.5330.050.221.316.000.00	EMPLOYER'S RETIREMENT COST	\$245.00		

3.5330.050.221.330.000.00	EMPLOYER'S RETIREMENT COST	\$1,277.68		
3.5330.050.312.304.304.00	WORKSHOP EXPENSE	\$2,633.12		
3.5330.050.312.320.320.00	WORKSHOP EXPENSE	\$1,500.00		
3.5330.050.351.000.000.00	Tuition Fees	\$47.12		
3.5330.050.411.000.000.00	INSTRUCTIONAL SUPPLIES	\$5,784.74		
3.5330.050.411.304.304.00	INSTRUCTIONAL SUPPLIES		\$25,428.20	
3.5330.050.411.316.316.00	INSTRUCTIONAL SUPPLIES		\$1,161.09	
3.5330.050.411.320.320.00	INSTRUCTIONAL SUPPLIES		\$6,478.41	
3.5330.050.411.330.330.00	REMEDIAL & SUPPL K-12/SUPPL & MATERIALS		\$25,196.88	
3.5330.050.418.304.304.00	REMEDIAL & SUPPL K-12/COMP SOFTWARE/SUPP	\$3,115.00		
3.5330.050.462.304.304.00	PURCHASE OF NON-CAP. COMPUTER EQUIPMENT	\$2,861.72		
3.5330.050.462.330.330.00	REMED/SUPPL K-12-COMP EQUIP-INVENTORIED	\$190.70		
3.5340.050.162.316.000.00	SALARY-SUBSTITUTE		\$1,227.59	
3.5340.050.167.316.000.00	SALARY - TEACHER ASST. WHEN SUBBING	\$828.61		
3.5340.050.181.316.000.00	SUPPLEMENTARY PAY	\$50.00		
3.5340.050.211.316.000.00	EMPLOYER'S S.S. COST		\$26.69	
3.5340.050.221.316.000.00	EMPLOYER'S RETIREMENT COST	\$215.26		
3.5350.050.198.304.304.00	EXTENDED DAY/YEAR INSTR - TUTORIAL PAY	\$9,232.36		
3.5350.050.198.320.000.00	EXTENDED DAY/YEAR INSTR - TUTORIAL PAY	\$2,782.50		
3.5350.050.198.320.320.00	EXTENDED DAY/YEAR INSTR - TUTORIAL PAY	\$420.00		
3.5350.050.198.330.330.00	EXTENDED DAY/YEAR INSTR - TUTORIAL PAY	\$1,326.90		
3.5350.050.199.304.304.00	OVERTIME PAY	\$3.75		
3.5350.050.211.304.304.00	EMPLOYER'S SOCIAL SECURITY COST	\$706.57		
3.5350.050.211.320.000.00	EMPLOYER'S S.S. COST	\$212.86		
3.5350.050.211.320.320.00	Employers' Social Security	\$32.13		
3.5350.050.211.330.330.00	EMPLOYER'S SOCIAL SECURITY COST	\$101.51		
3.5350.050.221.304.304.00	EMPLOYER'S RETIREMENT COST	\$2,262.85		
3.5350.050.221.320.000.00	EMPLOYER'S RETIREMENT COST	\$681.71		
3.5350.050.221.320.320.00	Employer's Retirement	\$102.90		
3.5350.050.221.330.330.00	EMPLOYER RETIREMENT COST	\$325.09		
3.5860.050.135.000.000.00	INSTRUCTIONAL TECHNOLOGY	\$5,200.00		
3.5860.050.181.000.000.00	SUPPLEMENTARY PAY	\$500.00		
3.5860.050.211.000.000.00	EMPLOYER'S S.S. COST	\$436.05		
3.5860.050.221.000.000.00	EMPLOYER'S RETIREMENT COST	\$1,396.50		
3.6550.050.171.330.000.00	SALARY - BUS DRIVER	\$230.73		
3.6550.050.199.330.000.00	OVERTIME PAY	\$30.46		
3.6550.050.211.330.000.00	EMPLOYER'S S.S. COST	\$19.98		
3.6550.050.221.330.000.00	EMPLOYER'S RETIREMENT COST	\$63.99		
3.6550.050.331.000.000.00	FOSTER CARE TRANSPORTATION	\$5,772.15		
3.6940.050.312.000.000.00	WORKSHOP EXPENSE	\$3,422.00		
3.8100.050.392.000.000.00	INDIRECT COST	\$985.89		
	ESEA Title 1 - LEA Basic Program (Transferability In Only)	\$83,674.86	\$59,518.86	\$24,156.00
3.5210.060.121.304.000.00	TEACHER	\$1,602.00		
3.5210.060.142.308.000.00	SALARY - TEACHER ASSISTANT	\$860.00		
3.5210.060.146.000.000.00	SCHOOL BASED SPECIALIST	\$960.00		
3.5210.060.165.000.000.00	Substitute- Non-Teaching		\$200.00	
3.5210.060.165.304.000.00	Substitute- Non-Teaching	\$200.00		
3.5210.060.167.304.000.00	SALARY - TEACHER ASSISTANT	\$440.00		
3.5210.060.167.316.000.00	SALARY - TEACHER ASST. WHEN SUBBING	\$360.00		
3.5210.060.199.308.000.00	SALARY - OVERTIME	\$100.00		
3.5210.060.211.000.000.00	EMPLOYER'S S.S. COST	\$58.14		
3.5210.060.211.304.000.00	EMPLOYER'S S.S. COST	\$171.51		
3.5210.060.211.308.000.00	EMPLOYER'S S.S. COST	\$73.44		
3.5210.060.211.316.000.00	EMPLOYER'S S.S. COST	\$27.54		

3.5210.060.221.000.000.00	EMPLOYER'S RETIREMENT COST	\$235.20		
3.5210.060.221.304.000.00	EMPLOYER'S RETIREMENT COST	\$500.29		
3.5210.060.221.308.000.00	EMPLOYER'S RETIREMENT COST	\$235.20		
3.5210.060.221.316.000.00	EMPLOYER'S RETIREMENT COST	\$88.20		
3.5210.060.312.000.000.00	WORKSHOP EXPENSE	\$1,000.00		
3.5210.060.411.000.000.00	INSTRUCTIONAL SUPPLIES	\$15,323.89		
3.5230.060.142.316.000.00	SALARY - TEACHER ASSISTANT			
3.5230.060.167.316.000.00	SALARY - TEACHER ASST. WHEN SUBBING	\$2,000.00		
3.5230.060.211.316.000.00	EMPLOYER'S S.S. COST	\$153.00		
3.5230.060.221.316.000.00	EMPLOYER'S RETIREMENT COST	\$490.00		
3.5230.060.231.316.000.00	EMPLOYER'S HOSP. INS COST			
3.5240.060.318.000.000.00	CONTRACT SERVICES-SPEECH AND LANGUAGE			
3.8100.060.392.000.000.00	INDIRECT COST		\$1,148.41	
	IDEA, Part B (611)	\$24,878.41	\$1,348.41	\$23,530.00
3.5110.103.193.316.000.00	Salary - Mentor Stipend		\$1,200.00	
3.5110.103.193.330.000.00	Salary - Mentor Stipend	\$1,400.00		
3.5110.103.211.316.000.00	EMPLOYER'S S.S. COST		\$91.80	
3.5110.103.211.330.000.00	EMPLOYER'S S.S. COST	\$107.10		
3.5110.103.221.316.000.00	EMPLOYER'S RETIREMENT COST		\$294.00	
3.5110.103.221.330.000.00	EMPLOYER'S RETIREMENT COST	\$343.00		
3.5110.103.312.000.000.00	Regular Curricular-Workshop Exp/Allowance	\$2,100.00		
3.5110.103.312.320.000.00	Regular Curricular - Workshop Exp/Allowable Travel	\$1,300.00		
3.5110.103.352.330.000.00	Regular Curricular - Employee Education Reimb	\$600.00		
3.5110.103.411.000.000.00	REGULAR CURRICULAR-SUPPLIES AND MATERIALS		\$12,249.27	
3.5400.103.312.000.000.00	WORKSHOP EXPENSE	\$2,613.50		
3.5870.103.312.000.000.00	STAFF DEV-UNALLOCATED-WRKSHOP EXP/TRAVEL	\$5,500.00		
3.8100.103.392.000.000.00	INDIRECT COST	\$5.47		
	Title II - Improving Teacher Quality (Transferability In & Out)	\$13,969.07	\$13,835.07	\$134.00
3.5270.104.332.000.000.00	LEP-TRAVEL REIMBURSEMENT			
3.5330.104.411.000.000.00	Remedial & Suppl K-12 - Supplies and Materials		\$501.47	
3.5330.104.418.000.000.00	Software and Supplies		\$0.01	
3.5880.104.231.000.000.00	EMPLOYER'S HOSP. INS COST	\$501.48		
	Title III - Language Acquisition	\$501.48	\$501.48	\$0.00
3.5110.108.411.000.000.00	INSTRUCTIONAL SUPPLIES		\$330.96	
3.6200.108.221.810.000.00	Retirement	\$7.07		
3.6200.108.231.810.000.00	Hospitalization	\$323.89		
	Student Support and Academic Enrichment Grant	\$330.96	\$330.96	\$0.00
3.5110.109.181.000.000.00	SUPPLEMENTARY PAY	\$6,256.00		
3.5110.109.211.000.000.00	EMPLOYER'S S.S. COST		\$1,488.60	
3.5110.109.221.000.000.00	EMPLOYER'S RETIREMENT COST		\$4,767.40	
	Rural and Low-Income School	\$6,256.00	\$6,256.00	\$0.00
3.5210.118.411.000.000.00	EC - Supplies and Materials		\$224.57	
3.5240.118.411.000.000.00	Supplies and Materials	\$224.57		
	IDEA, Part B (611) Targeted Assistance	\$224.57	\$224.57	\$0.00
3.5110.165.418.000.000.00	DIGITAL CURRICULA		\$5,939.78	
3.5110.165.418.304.000.00	DIGITAL CURRICULA	\$9,109.77		
3.5110.165.418.316.000.00	DIGITAL CURRICULA	\$495.00		
3.5110.165.418.320.000.00	DIGITAL CURRICULA	\$174.23		
3.8100.165.394.000.000.00	Indirect Cost - Unrestricted		\$3,839.22	
	ESSERF-Digital K-8 Curricula	\$9,779.00	\$9,779.00	\$0.00
3.5330.170.418.000.000.00	GEER- Supplemental Inst.- Computer Software & Supp		\$4,410.31	
3.5330.170.418.320.000.00	GEER- Supplemental Inst.- Computer Software & Supp	\$4,417.18		
3.5350.170.198.000.000.00	GEER- Tutor Pay - After School Hours		\$6.87	
	GEER-Supplemental Instructional Services	\$4,417.18	\$4,417.18	\$0.00

3.5110.171.418.000.000.00	ESSER II- Learning Loss- i-Ready	\$78,875.17		
3.5110.171.418.320.000.00	ESSER II- Learning Loss- i-Ready	\$3,603.17		
3.5350.171.183.000.000.00	Bonus Pay - Summer Programs	\$35,938.76		
3.5350.171.211.000.000.00	ESSER II- Social Security Matching	\$3,259.97		
3.5350.171.211.308.000.00	SOCIAL SECURITY		\$382.50	
3.5350.171.221.000.000.00	ESSER II- Retirement Matching	\$10,580.63		
3.5350.171.221.308.000.00	Retirement		\$932.37	
3.5350.171.221.330.000.00	EMPLOYER'S RETIREMENT COST		\$61.25	
3.5350.171.411.304.000.00	ESSER II- Summer 2022 Supplies	\$500.00		
3.5350.171.411.330.000.00	ESSER II- Summer 2022 Supplies	\$2,000.00		
3.6580.171.541.304.000.00	ESSER II- HVAC - Capitalized Equipment		\$157,390.26	
3.8100.171.392.000.000.00	ESSER II- Indirect Cost	\$24,008.68		
	ESSER II-Supplemental-K12 Emergency Relief Fund	\$158,766.38	\$158,766.38	\$0.00
3.5350.176.411.000.000.00	ESSER II- Summer Bridge-Supplies	\$1,000.00		
3.5350.176.411.320.000.00	ESSER II- Summer Bridge-Supplies		\$1,000.00	
	ESSER II - Summer Bridge	\$1,000.00	\$1,000.00	\$0.00
3.5110.181.121.000.000.00	SALARY- TEACHER		\$65,868.00	
3.5110.181.135.316.000.00	ESSER III- Instructional Coach	\$52,000.00		
3.5110.181.181.000.000.00	SUPPLEMENTARY PAY	\$4,688.00		
3.5110.181.181.316.000.00	SUPPLEMENTARY PAY	\$4,500.00		
3.5110.181.187.000.000.00	SALARY DIFFERENTIAL L SNEAD	\$4,680.00		
3.5110.181.211.000.000.00	Social Security Matching		\$4,323.00	
3.5110.181.211.316.000.00	Social Security Matching	\$4,323.00		
3.5110.181.221.000.000.00	ESSER III-EMPLOYER'S RETIREMENT COST		\$13,843.00	
3.5110.181.221.316.000.00	ESSER III-EMPLOYER'S RETIREMENT COST	\$13,843.00		
3.5110.181.231.000.000.00	ESSER III-EMPLOYER'S HOSPITAL COST		\$7,397.00	
3.5110.181.231.316.000.00	ESSER III-EMPLOYER'S HOSPITAL COST	\$7,397.00		
3.5130.181.312.000.000.00	ESSER III-Workshop Expense/Allowable Travel	\$5,620.00		
3.5270.181.121.330.000.00	ESSER III- Salary - ESL Teacher		\$2,350.00	
3.5270.181.181.330.000.00	SUPPLEMENTARY PAY	\$2,350.00		
3.5270.181.418.000.000.00	ESSER III- Computer Software and Supplies	\$11,550.00		
3.5330.181.121.304.000.00	ESSER III- Salary - Interventionist		\$8,100.00	
3.5330.181.121.330.000.00	ESSER III- Salary - Interventionist		\$8,800.00	
3.5330.181.181.304.000.00	ESSER III- Supplement - Interventionist	\$8,100.00		
3.5330.181.181.330.000.00	ESSER III- Supplement - Interventionist	\$8,800.00		
3.5330.181.312.000.000.00	WORKSHOP EXPENSES/ALLOWABLE TRAVEL	\$50,000.00		
3.5350.181.198.000.000.00	SALARY - EXTENDED DAY-TUTORIAL	\$3,000.00		
3.5350.181.211.000.000.00	ESSER III-Social Security Matching	\$303.00		
3.5350.181.221.000.000.00	ESSER III- Retirement Matching	\$640.00		
3.5830.181.319.320.000.00	STAFF DEVELOPMENT CONTRACTED SERV	\$9,564.73		
3.5830.181.319.330.000.00	STAFF DEVELOPMENT CONTRACT SERVI	\$4,626.68		
3.5840.181.146.304.000.00	HEALTH SERVICES-NURSE EXTENDERS		\$4,375.00	
3.5840.181.146.316.000.00	HEALTH SERVICES-NURSE EXTENDERS	\$4,059.58		
3.5840.181.199.320.000.00	SALARY OVERPAY	\$4.28		
3.5840.181.211.304.000.00	Social Security Matching	\$0.57		
3.5840.181.211.316.000.00	Social Security Matching	\$310.55		
3.5860.181.418.000.000.00	COMPUTER SOFTWARE AND SUPPLIES	\$32,007.72		
3.6110.181.113.000.000.00	ESSER III-SALARY-SUPPORT AND DEVELOPMENT SVCS	\$24,915.74		
3.6110.181.211.000.000.00	EMPLOYER'S S.S. COST	\$1,866.97		
3.6110.181.221.000.000.00	EMPLOYER'S RETIREMENT COST	\$6,088.33		
3.6110.181.231.000.000.00	EMPLOEYRS INSURANCE COST	\$1,905.86		
3.6200.181.113.810.000.00	ESSER III- Salary- Director/Coordinator		\$1,887.30	
3.6200.181.184.810.000.00	ESSER II- Longevity	\$1,887.30		
3.6300.181.151.000.000.00	ESSER III-Office Support	\$9,450.00		

3.6300.181.211.000.000.00	Employer's S.S. Cost	\$722.93		
3.6300.181.221.000.000.00	Employer's Retirement Cost	\$2,315.25		
3.6300.181.231.000.000.00	Health Insurance Matching	\$4,315.00		
3.6540.181.311.000.000.00	ESSER III - Contracted Services - Custodial		\$191,788.36	
3.8100.181.392.000.000.00	ESSER III - Indirect Cost	\$27,846.14		
3.8100.181.472.000.000.00	Sales and Use Tax Refund		\$4,949.97	
	ESSER III - K-12 Emergency Relief Fund	\$313,681.63	\$313,681.63	\$0.00
3.5850.188.126.000.000.00	Extended Day/Year Instructor	\$3,920.00		
	ARP - ESSER III - Summer Career Acceleratory Program	\$3,920.00		\$3,920.00
3.5350.189.311.000.000.00	Contracted Services - Math Enrichment - ESSER		\$3,540.00	
3.6550.189.331.000.000.00	Transportation - Pupil Transportation	\$2,500.00		
3.6550.189.331.320.000.00	Transportation for Tutoring	\$500.00		
3.8100.189.392.000.000.00	Math Enrichment - Indirect Cost	\$540.00		
	ARP - ESSER III - Math Enrichment Program	\$3,540.00	\$3,540.00	\$0.00
3.5110.198.353.000.000.00	ESSER III - Certification/Licensing Fees	\$2,877.56		
3.8100.198.392.000.000.00	ESSER III - Indirect Cost	\$122.44		
	ESSER III - NBTS Certification Fee	\$3,000.00		\$3,000.00
				\$54,740.00
3.3600.050.000.000.000.00	IASA Title I - LEA Basic Program		\$24,156.00	
3.3600.060.000.000.000.00	IDEA VI_B Handicapped		\$23,530.00	
3.3600.103.000.000.000.00	Title II - Improving Teacher Quality		\$134.00	
3.3600.188.000.000.000.00	ESSER III - NBTS Certification Fee		\$3,000.00	
3.3600.198.000.000.000.00	ARP - ESSER III Summer Career Acceleratory Program		\$3,920.00	
			\$54,740.00	\$54,740.00