



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

March 4, 2024

- 6:00 pm Convene Regular Meeting (County Auditorium)**
Invocation and Pledge of Allegiance
Approve Agenda as Published
- Item 1 Reports & Presentations**
- a. Sampson Area Transportation Rebranding **1-2**
- Item 2 Planning & Zoning**
- a. R23-05 Murphy Property Solutions, LLC Rezoning **3-19**
- Item 3 Action Items**
- a. Public Hearing – Close-Out of 2020 CDBG-NR Program **20-21**
- b. Presentation and Approval of Audit for Fiscal Year Ending June 30, 2023
(see also separate document) **22-23**
- Item 4 Board Appointments** **24-25**
- Juvenile Crime Prevention Council
 - Trillium South Central Regional Advisory Board
- Item 5 Consent Agenda**
- a. Approve the minutes from the February 5, 2024 meeting **27-33**
- b. Authorize Sampson County Emergency Services to accept a grant from the Homeland Security Grant Program for a Tabletop Exercise and approve the associated budget amendment **34-50**
- c. Authorize Sampson County Emergency Services to accept a grant from the North Carolina Department of Information Technology/NC911 for portable radios and approve the associated budget amendment **51-75**
- d. Authorize the withdrawal and disposal of all items that have been weeded from the collections of the Sampson-Clinton Public Library **76-88**

System and write off all items that have been donated to the library but not placed in the collection as of February 21, 2024

- e. Declare the service weapon used by Shawn Ford (Sig Sauer 9mm pistol, serial number 47A065637) as surplus and allow it to be transferred to the retiring employee 89
- f. Approve budget amendments as submitted 90-103
- g. Approve tax refunds and releases as submitted 104-123

Item 6 County Manager's Report

Item 7 Public Comment Period

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: March 4, 2024

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

SUBJECT: Sampson Area Transportation Rebranding

DEPARTMENT: Sampson Area Transportation

PUBLIC HEARING: No

CONTACT PERSON(S): Rosemarie Oates Mobley, SAT Director

PURPOSE: To receive information regarding the SAT Rebranding

ATTACHMENTS: Invitation

BACKGROUND:

SAT Director Rosemarie Oates Mobley will provide an update on the rebranding of the SAT “name” and will also share information about an upcoming event.

RECOMMENDED ACTION OR MOTION:

No action necessary



Vendors, Sponsors, Customers and Friends,

You are invited to the 1st Annual NC Eastern Region Public Transportation Rodeo on May 18, 2024, at the Clinton Expo Center 414 Warsaw Rd. Clinton, NC 28328 from 8:30 until 2:00.

This is a full day of training and competition. Sampson, Duplin, Hoke, Columbus, Onslow, and Carteret county operators will be training in multiple areas including wheelchair securement, van evacuation, and much more. The operators will also compete on a road course doing serpentine, judgement stop, passenger stop and more. This training is judged and the top three finishers walk away with the following: 1st place \$300, second place \$200, and third place \$100. (Let's not forget bragging rights!)

What can you do to help us? You can be a sponsor, you can volunteer as a judge, OR YOU CAN DO BOTH!

Sponsorships

Platinum - \$500 (includes sponsor banner, sponsor booth and the opportunity to network with the participating Transportation agencies, lunch for two)

Gold - \$375 (includes sponsor name on shared banner, network with Transportation agencies, lunch for one)

Silver- \$250 (sponsor name on shared banner, lunch for one)

Bronze - \$125 (lunch for one)

For more information please call:

Sampson Area Transportation,

Ro Oates Mobley, Director 910-299-0127

Jeff Sawvel, Transportation Supervisor 910-296-2333

Sponsorship payments may be mailed to:

Sampson Area Transportation

406 County Complex Rd

Clinton, NC 28328

405 County Complex Rd.
Clinton NC 28328
Inspection: 910-592-0146
Planning: 910-631-1039
Fax: 910-596-0773



Hours of Operation:
Mon-Thurs. 7AM-5:30PM

Sampson County Planning Department

To: Ed Causey, County Manager
From: Michelle Lance, Senior Planner, CZO
Subject: March 4, 2024, Board of Commissioners Meeting
Date: February 21, 2024

The following matter was addressed by the Planning Board at their February 12th, 2024, meeting:

R23-05 - A rezoning request submitted by Murphy Property Solutions, LLC to rezone tax parcel 12044528003, 10.60 acres, from the (RA) Residential Agricultural Zoning District to the (C) Commercial Zoning District. The Planning Board voted 5-0 to recommend approval of the rezoning request with the following findings of fact and zoning consistency statement.

1. Dalton Murphy, of Murphy Property Solutions, LLC., has signed the rezoning application as the applicant.
2. The subject property consists of 10.60 acres that is currently zoned Residential Agricultural (RA).
3. The subject property has direct frontage on HB Lewis Rd and US Hwy 701/Hobbton Hwy.
4. The Sampson County Land Use Plan classifies the site as being within the Rural Residential Agricultural land use designation.
5. North of the subject property, and within 1000', there is existing Industrial zoned property and within 400', Commercial zoned property.
6. The immediate surrounding properties are zoned Residential Agricultural (RA).
7. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement

The Sampson County Planning Board finds the proposed rezoning to be consistent with the Rural Residential Land Use designation and to positively align with the main purpose and intent of such designation. The Sampson County Planning Board finds that the rezoning request is reasonable and in best public interest and all other permitted uses included in the Commercial (C) Zoning District are reasonable and in best public interest and recommends approval to the Sampson County Board of Commissioners. The Sampson County Planning Board finds the proposed rezoning to be consistent with the land use plan.

Please contact my office with any questions or comments.

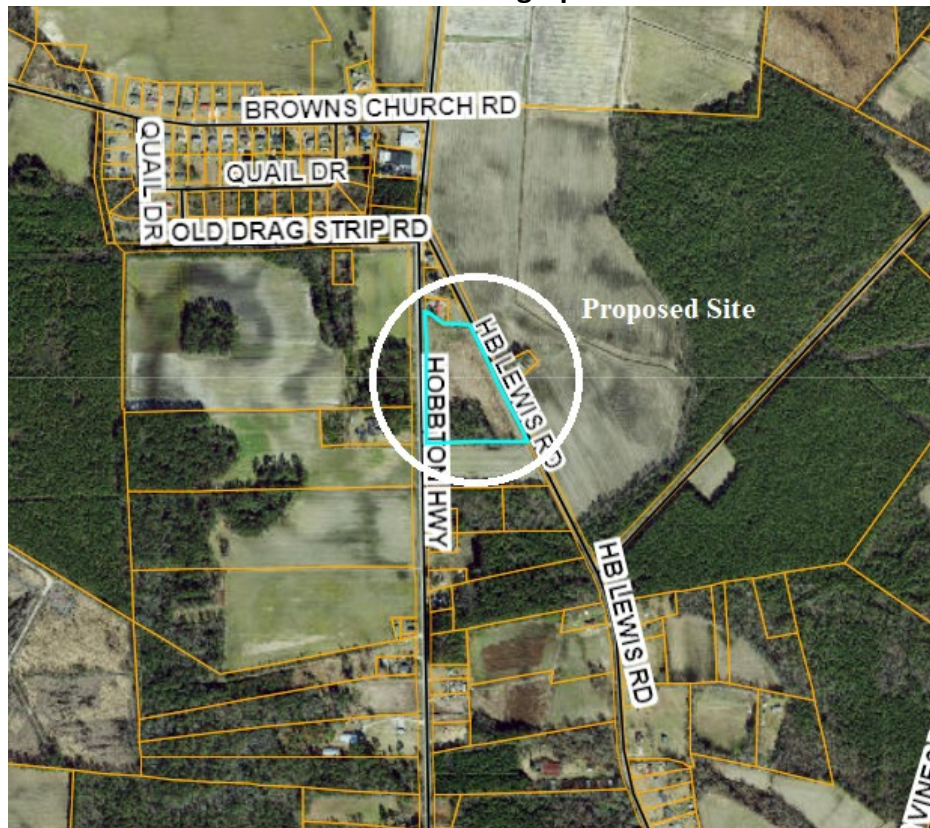
cc: Stephanie Shannon, Clerk to the Board

attachments

REQUEST SUMMARY

Application Number: R23-05	Property Location: Hobbton Hwy/ US Hwy 701 / HB Lewis Road
Request: Rezone from the Residential Agricultural (RA) Zoning District to a Commercial (C) Zoning District.	Acreage: 10.6 acres proposed to be rezoned.
Applicant: Murphy Property Solutions, LLC	Existing Land Use: Vacant, partially wooded
Property Owner(s): Murphy Property Solutions, LLC	Current Zoning: Residential Agricultural (RA)
Tax Parcel Number: 12044528003	Proposed Zoning: Commercial (C)

Aerial Photograph



STAFF RECOMMENDATION

Although the property is designated as Rural Residential Agricultural in the Future Land Use Map, staff recommends approval of the rezoning request due to the property's frontage/access along a major state highway, access to public water, and proximity to existing commercial uses. Per the Land Use Plan, the designation of Rural Residential Agricultural primarily consists of low-density uses such as residential and agricultural. However, it also states that it can include non-residential uses that front or have access to a major state highway or secondary road that can develop with public water and private septic.

COMPATIBILITY WITH ADOPTED PLANS

The Sampson County Land Use Plan classifies this site as being within the Rural Residential Agricultural land use designation.

The Rural Residential Agricultural area is identified as being an area to provide low-density residential development and limited commercial development.

Appropriate land uses would include primarily residential development consisting of single-family home sites, residential subdivisions, and manufactured home parks. Limited public, institutional, and commercial uses meeting locational criteria could also be expected. Locational criteria for non-residential uses include frontage and access to a major state highway or secondary road, proximity to similar uses, and spatial separation from non-compatible uses such as existing residential development. Land uses are preferred to develop with public water and with private septic tank systems.

The proposed rezoning and uses permitted in the Commercial (C) Zoning District partially align with the criteria set forth in the Rural Residential Agricultural Land Use Category description. Of the land uses deemed appropriate in the Rural Residential Agricultural Land Use Category, Manufactured Home Parks are permitted by right in the Commercial (C) Zoning District, and single-family homes may be allowed as a Special Requirement. Other uses permitted in the Commercial (C) Zoning District include: group living facilities, government buildings, parks and playgrounds, arcades (excluding sweepstakes), restaurants, mini-storage facilities, warehousing, and all retail and office uses.

The proposed rezoning partially meets the locational criteria for non-residential use. The subject property has frontage and access to a major highway (US Highway 701). The subject property is within 1000 feet from other commercial uses (EGS Cabinets) and within 400 feet from another property in the Commercial (C) Zoning District (3966 Hobbton Highway). Adjacent property uses include residential, agricultural, and vacant/wooded.

SYNOPSIS OF SITE AND SURROUNDING INFRASTRUCTURE

The subject property is currently vacant and partially wooded. The properties adjacent to the proposed site are used for single-family and agricultural purposes or are currently vacant. The subject property has direct frontage on US 701 / Hobbton Highway and HB Lewis Road. The immediate surrounding properties are zoned Residential Agricultural (RA).

Environmental Site Conditions

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

Fire Service Protection

Fire service at the site is provided by the Piney Grove Fire and Rescue Department.

Surrounding Zoning and Land Use

- Surrounding properties are zoned Residential Agricultural (RA)

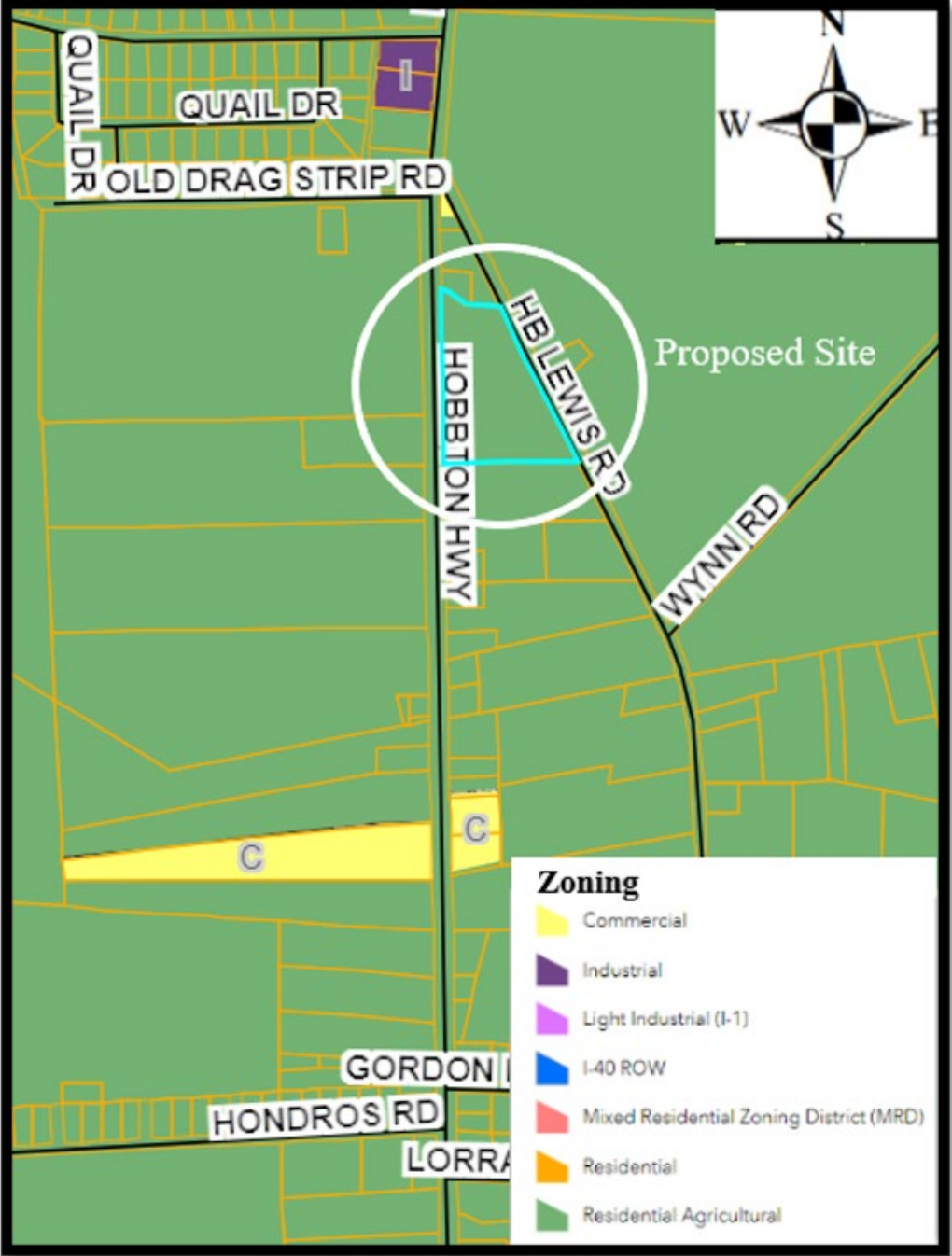
Water & Sewer Utilities

- No utilities have been installed on the property. Public water service is available.

District Schools

- Hargrove Elementary School
- Hobbton Middle School
- Hobbton High School

Murphy Property Solutions, LLC R23-05 Zoning Map



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

The subject property is currently located in the Residential Agricultural (RA) Zoning District.

The purpose of the Residential Agricultural (RA) Zoning District is to provide an environment for residential use at densities that correspond with the available services and general farming operations as defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be permitted as a special requirement or by special use.

The subject property is proposed to be zoned Commercial (C).

The purpose of this Commercial (C) Zoning District is to accommodate commercial uses that are essential services that benefit the community. It is important that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business. Commercial business should not be detrimental to the public health, safety, or general welfare.

ZONING COMPARISON TABLE

Residential Agricultural (RA)	Commercial (C)
<p>10,000 sq ft minimum lot size (public water & sewer available) 25,000 sq ft minimum lot size (public water w/ no sewer available) 30,000 sq ft minimum lot size (no public water & no public sewer)</p> <p>For multi-family development there shall be no more than 6 units per acre</p>	<p>40,000 sq ft minimum lot size</p>
<p>PERMITTED USES *Restaurant **Brewery/Distillery/Winery *Farm Equipment Sales Barber & Beauty Shop **Convenience Store/Gas Station Volunteer Fire Station *Public Fishing Lake/Pond *Church</p> <p>Residential Uses Single-Family Dwelling Manufactured Home Modular Home *Dwelling Multi-Family</p> <p>(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</p> <p>*Special Requirements **Special Use</p>	<p>PERMITTED USES Hotel/Motel Restaurant Brewery/Distillery/Winery* Car Sales Grocery Store Gun & Ammunition Shop Pawn Shop Library Schools Wireless Communications Tower** RV Campground** Movie Theater (Indoor/Outdoor)</p> <p>Residential Uses Single-Family Dwelling* Apartments* Townhomes* Manufactured Home Park</p> <p>(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</p> <p>*Special Requirements **Special Use</p>

Site Photos

From 701/ Hobbton Hwy



Hobbton Hwy/701 S to Clinton



Across the Road





Home adjacent to the property 701N/Hobpton Hwy

Site from HB Lewis Rd



To Hobbton Hwy/701 N

Across the Rd from HB Lewis Rd



ATTACHMENT 1

**ZONING MAP AMENDMENT REZONING 10.60 ACRES FROM RESIDENTIAL AGRICULTURAL (RA)
TO COMMERCIAL (C)**

WHEREAS, Dalton Murphy, has submitted a petition to rezone Tax Parcel 12044528003 from Residential (RA) to Commercial (C); and,

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

WHEREAS, The Rural Residential Agricultural category's appropriate land uses are identified as including limited public, institutional, and commercial uses meeting locational criteria and,

WHEREAS, The Commercial (C) Zoning District identifies that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business; and,

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

WHEREAS, the proposed Rezoning is therefore considered reasonable, in the public interest, and consistent with the Sampson County Land Use Plan.

NOW, THEREFORE:

- A. The Official Zoning Map is hereby amended to classify the property known as Tax Parcel 12044528003 as Commercial (C).
- B. The above amendment is effective upon the adoption hereof.

Adopted this 4th day of March 2024.

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ATTEST:

Stephanie P. Shannon, Clerk to the Board

R. Jerol Kivett, Chairman

ATTACHMENT 2

DENIAL OF PETITION TO REZONE 10.60 ACRES FROM RESIDENTIAL AGRICULTURAL (RA) TO COMMERCIAL (C)

WHEREAS, Dalton Murphy, has submitted a petition to rezone Tax Parcel 12044528003 from Residential Agricultural (RA) to Commercial (C); and,

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

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

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

NOW, THEREFORE the petition to classify Tax Parcel 12044528003 as Commercial (C) is hereby DENIED.

Adopted this 4th day of March 2024.

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ATTEST:

Stephanie P Shannon, Clerk to the Board

R. Jerol Kivett, Chairman



**SAMPSON COUNTY
PLANNING BOARD**

February 12, 2024

D*R*A*F*T

The Sampson County Planning Board convened for their regular meeting at 6:00 p.m. on Monday, February 12, 2024, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Houston Crumpler III, Vice Chairman Jay Darden, and Board Member Marilyn Brooks, Jason Tyndall, and Gail Gainey. Staff present: Planner Deborah Jacobs and Senior Planner Michelle Lance. Also, in attendance County Attorney Joel Starling.

Chairman Houston Crumpler III called the meeting to order and Marillyn Brooks gave the invocation.

Approval of Minutes

The minutes for the January 22, 2024, meeting were presented for approval. Upon a motion by Board Member Marilyn Brooks and seconded by Board Member Jay Darden, the Board voted unanimously to approve the minutes of the January 22, 2024, meeting as presented. Ayes: Unanimous

Rezoning Request

R23-05

Senior Planner Michelle Lance presented a rezoning request submitted by Murphy Property Solutions, LLC to rezone tax parcel 12044528003, 10.60 acres, from the (RA) Residential Agricultural Zoning District to the (C) Commercial Zoning District. Mrs. Lance offered the following findings of fact for consideration by the Planning Board:

1. Dalton Murphy, of Murphy Property Solutions, LLC., has signed the rezoning application as the applicant.
2. The subject property consists of 10.60 acres that is currently zoned Residential Agricultural (RA).
3. The subject property has direct frontage on HB Lewis Rd and US Hwy 701/Hobbton Hwy.
4. The Sampson County Land Use Plan classifies the site as being within the Rural Residential Agricultural land use designation.
5. North of the subject property, and within 1000', there is existing Industrial zoned property and within 400', Commercial zoned property.
6. The immediate surrounding properties are zoned Residential Agricultural (RA).
7. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Dalton Murphy, applicant and owner of Murphy Property Solutions, LLC appeared before the Board to answer questions about the rezoning application. Mr. Murphy informed the Board that he and his wife purchased the property with the intent of building a shop that would house their land clearing business and equipment.

Decision

Chairman Houston Crumpler III made a motion to recommend approval of R23-05 to the Sampson County Board of Commissioners based on the finding that the rezoning met the criteria set forth in the Sampson County Zoning Ordinance and the following zoning consistency statement:

The Sampson County Planning Board finds the proposed rezoning to be consistent with the Rural Residential Agricultural Land Use designation and to positively align with the main purpose and intent of such designation. The Sampson County Planning Board finds that the rezoning request is reasonable and in best public interest and all other permitted uses included in the (C) Commercial Zoning District are reasonable and in best public interest and recommends approval to the Sampson County Board of Commissioners. The Sampson County Planning Board finds the proposed rezoning to be consistent with the land use plan.

The motion was seconded by Gail Gainey and was unanimously recommended for approval to the Sampson County Board of Commissioners.

Ayes: Unanimous

Adjournment

Upon a motion made by Chairman Crumpler and seconded by Jay Darden, the Board voted unanimously to adjourn. Ayes: Unanimous

The Planning Board adjourned at 6:20 p.m.

Houston Crumpler III, Chairman

Michelle Lance, Secretary

THE **ADAMS COMPANY** INC.

ENGINEERING AND DESIGN

Firm License No. C-4438

708 Abner Phillips Road | Warsaw, NC 28398 | (910) 293-2770

MEMO

To: Files

From: David Carter

Subject: Agenda Memo
2020 Sampson County CDBG-NR Close-out

Date: February 19, 2024

An advertisement for Notice of Public Hearing for the close-out of the 2020 Sampson County CDBG-NR program was placed in the Sampson Independent for circulation on February 17. The program requires it to run a minimum of 15 consecutive days prior to the Board of Commissioners meeting.

Notice is hereby given that the Sampson County Board of Commissioners will conduct a Public Hearing on March 4, 2024 at 6:00 p.m. at the County Auditorium concerning the Close-out of the Sampson County 2020 CDBG-NR project.

The purpose of this public hearing is to notify citizens of the completion of the project and receive comments relative to the project. Formal written views concerning the project submitted to the County Manager's office will be responded to within ten (10) calendar days.

This program was funded with \$750,000 in CDBG funds which represents 100% of the total project funds.

Persons with disabilities or who otherwise need assistance should contact Juanita Brewington, at 910-592-7181 or TDD# 1-800-735-2962. Accommodations will be made for all who request assistance. Request should be made at least 2 days prior to the public hearing.

This information is available in Spanish or any other language upon request. Please contact Juanita Brewington at 910-592-7181 or at 406 County Complex Road, Suite 120, Clinton, NC 28328 for accommodations for this request.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3(b)

Meeting Date: March 4, 2024

<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: Presentation of the Audit for Fiscal Year Ending June 30, 2023

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON(S): David Clack, Finance Officer

PURPOSE: To consider approval of audit for fiscal year ending June 30, 2023

ATTACHMENTS: Audit document provided as a separate document

BACKGROUND:

Wade Greene will present the Board with the audit for fiscal year ending June 30, 2023. This audit will be submitted to the Local Government Commission for final approval.

RECOMMENDED ACTION OR MOTION:

Accept and approve the audit subject to submission and subsequent approval by the Local Government Commission



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: February 21, 2024

SUBJECT: Audit for Fiscal Year Ended June 30, 2023

Sampson County audit for the fiscal year ended June 30, 2023 has been completed. Our auditor Wade Greene is here to present the audit report to the Board.

We respectfully request that the Board accept the audit.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: March 4, 2024	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

JCPC - The Juvenile Crime Prevention Council has voted unanimously to recommend the appointment of Jim DeMay, Director of Public Safety Training at Sampson Community College to the Juvenile Crime Prevention Council.

Trillium South Central Regional Advisory Board - Victoria Jackson, Regional Vice President of Trillium Health Resources has requested that the Board appoint Lynn Fields and JW Simmons to represent Sampson County on the local Regional Advisory Board for Trillium Health Resources.

Sampson County
Juvenile Crime Prevention Council
406 County Complex Road
Clinton, North Carolina 28328

MEMORANDUM

TO: Board of Commissioners

FROM: James Jones II, Chairman

DATE: February 21, 2024

SUBJECT: Appointment to JCPC

The Juvenile Crime Prevention Council has voted unanimously to recommend the appointment of Jim DeMay, Director of Public Safety Training at Sampson Community College to the Juvenile Crime Prevention Council.

We respectfully request that the Board appoint Mr. DeMay to the Council.

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, February 5, 2024, 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. Commissioner Lethia Lee provided the invocation and Commissioner Godwin led the Pledge of Allegiance.

Approval of Agenda

Upon a motion by Commissioner Godwin and seconded by Commissioner McLamb, the Board voted unanimously to approve the agenda as published.

Item 1: Reports & Presentations

DOT/Litter Update Chairman Kivett called upon Keith Jackson who introduced the NCDOT Division 3 Maintenance Engineer, Trevor Carroll. Mr. Jackson then called upon Resident Engineer Daniel Jones who provided the Board with an update on ongoing construction projects throughout the county. Mr. Jackson reviewed information from a meeting in early December with Commissioner Lethia Lee and members of the Harrells Community regarding roadways in that area. Mr. Jackson called upon Division 3 Roadside Environmental Engineer Keith Groves who promoted NCDOT's Litter Sweep program and discussed steps that his department is taking to combat litter within the county. Mr. Groves shared that the best way to reduce littering is to increase the enforcement of litter fines. Commissioner Lethia Lee expressed her thanks regarding litter reduction and shared that litter is one of her top priorities as well. Finally, Mr. Jackson reviewed planned maintenance activities within the county. He also shared with the Board that he has had the opportunity to advance his career with NCDOT, and that the move will take him outside of the Sampson County Maintenance Office. Mr. Jackson stated that he hopes to be able to introduce his successor to the Board and expressed that he has thoroughly enjoyed working with them in this capacity.

Item 2: Planning & Zoning

R23-04 - Phinite Inc. Rezoning Chairman Kivett opened a public hearing and called upon Senior Planner Michelle Lance who reviewed a rezoning request by Jordan Phasey, CEO of Phinite Inc., to rezone 14.30 acres of tax parcel 18053760005 from Residential Agricultural (RA) to Industrial (I). Mrs. Lance shared that this proposed rezoning was reviewed by the Sampson County Planning Board at its January 22, 2024 meeting. The Planning Board voted 3-0 to recommend the approval of the rezoning request and found it to be consistent with the Industrial Growth Corridor Lane Use designation and to positively align with the main purpose and intent of such designation. 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 rezone the property as recommended by the Planning Board and adopt the following Zoning Consistency Statement: *The Sampson County Planning Board finds the proposed rezoning to be consistent with the Industrial Growth Corridor Land Use designation and to positively align with the main purpose and intent of such designation. The Sampson County Planning Board finds that the rezoning request is reasonable and in best public interest and all other permitted uses included in the Industrial (I) Zoning District are reasonable and in best public interest and recommends approval to the Sampson County Board of Commissioners. The Sampson County Planning Board finds the proposed rezoning to be consistent with the land use plan.*

R23-03 Rhetson Companies, Inc. Rezoning Chairman Kivett opened a public hearing and called upon Senior Planner Michelle Lance who reviewed information regarding the rezoning of tax parcels 07017284101 and 0706922901. This rezoning request was reviewed by the Sampson County Planning Board at its December 11, 2023 meeting and was presented to the Board of Commissioners at its January 8, 2024 meeting. The Board tabled the request in order to obtain additional information regarding the request and to address the concerns of neighboring citizens. Rhetson Companies, Inc. has requested that the 2.01 acres be rezoned from Residential Agricultural (RA) to Conditional Commercial (C)(CZ) for the purpose of a retail variety store. The proposed site is on the corner of Wright Bridge Road and Garland Highway. The Planning Board voted 4-1 to recommend approval of the rezoning request. The recommendation for approval is based on the fact that the conditional rezoning to establish a retail variety store is consistent with the Sampson County Land Use Plan due to the parcel fronting a major thoroughfare and the proposed use will serve and benefit the surrounding community. Chairman Kivett opened the floor for public comments. The following were received:

Greg Stewart, Rhetson Companies, Inc., 2075 Juniper Lake Road, West End, NC – Mr. Stewart shared a presentation that addressed concerns expressed by citizens of the Garland community.

Priscilla Powell, 12680 Garland Hwy., Garland, NC – Mrs. Powell stated that she still has concerns about the proposed rezoning site, particularly the possibility of increased crime. She also stated that she is afraid that a new store will reduce sales in businesses that are currently serving the Garland community. Mrs. Powell went on to share that she has collected the signatures of 99 individuals in the community who oppose this rezoning.

Belinda Faison, 219 Lisbon Bridge Rd., Garland, NC – Mrs. Faison reiterated the concerns that she expressed at the January meeting regarding flooding and erosion. She stated that she does not believe that the proposed store would benefit the community and suggested that it be built in another area.

Michael Vann, 12535 Garland Hwy., Garland, NC – Mr. Vann stated his concerns regarding low visibility in the area and the safety of motorists as well as the potential impact this rezoning would have on his property taxes.

Greg Stewart, Rhetson Companies, Inc., 2075 Juniper Lake Road, West End, NC – Mr. Stewart followed up on some concerns raised by Mrs. Faison and Mrs. Powell regarding soil testing and water redirection. He stated that there are seven different agencies that Rhetson Companies

must go through to obtain permitting for construction. Mrs. Powell asked what the pink stakes on the property are for. Mr. Stewart clarified that those are property line markers.

Helen Bronson, 10143 Garland Hwy., Garland, NC – Mrs. Bronson expressed concerns regarding Dollar General’s business and pricing practices. She shared that she believes the company takes advantage of communities and that communities should be offered high quality foods rather than low quality items at higher prices.

Rev. Bobby Faison, 219 Lisbon Bridge Rd., Garland, NC – Rev. Faison stated that he believes this issue is larger than Dollar General. He shared that he felt that the proposed retail variety store was an invasion on the neighborhood and would ultimately force residents to move.

Jessica Bowers, Smith Bowers, PLLC, 127 W. Hargett St. Suite 504, Raleigh, NC – Ms. Bowers stated that she is an attorney representing Rhetson Companies, Inc. Ms. Bowers reminded the Board that this rezoning meets all five criteria for rezoning and that a variety store would be in the best interest of the general community, as required.

Chairman Kivett closed the public hearing and Vice Chair Sue Lee moved to approve the rezoning and adopt the associated resolution and zoning consistency statement. Upon a second by Commissioner McLamb, Chairman Kivett and Commissioner Godwin also voted to approve the rezoning. Commissioner Lethia Lee voted opposing the rezoning. The Board approved the rezoning of the parcels from Residential Agricultural (RA) Conditional Commercial (C) (CZ) to establish a retail variety store 4-1.

Item 3: Annual Statutory Activities Related to Tax Collection

Chairman Kivett called upon Tax Administrator Jim Johnson who reported to the Board the amount of unpaid taxes for last year which are liens on real property pursuant to GS 105-369. According to the general statutes, the Board must set a date to advertise these delinquent taxes at least once between March 1 and June 30 upon receipt of this information. Mr. Johnson recommended an advertisement date of April 10, 2024 with a deadline for payment being April 3, 2024. Upon a motion by Commissioner McLamb and seconded by Commissioner Godwin, the Board voted unanimously to authorize the advertisement of unpaid taxes which are liens on real property as recommended by the Tax Administrator. Mr. Johnson went on to explain that in accordance with GS 105-322, the first meeting of the Board of Equalization and Review shall not be held earlier than the first Monday in April and not later than the first Monday in May. In a year that the County conducts a real property revaluation, the Board shall complete its duties on or before December 1. The meeting dates are required to be published at least three times, with the first publication to be at least ten days prior to the first meeting. Also, the notice shall state the date the Board expects to adjourn. Mr. Johnson proposed Friday May 3, 2024, Tuesday May 14, 2024, Wednesday May 15, 2024, Thursday May 16, 2024, Tuesday May 21, 2024, Wednesday May 22, 2024, and Thursday May 23, 2024 as the dates for the 2024 Board of Equalization and Review Hearings with appointment times from 10:00 AM to 6:00 PM. Upon a motion by Chairman Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to set the dates for the Board of Equalization and Review as proposed.

Item 4: Board Appointments

Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Katrina Boykin to the Sampson County Health Department Advisory Committee.

Item 5: Consent Agenda

Chairman Kivett called upon Commissioner Lethia Lee who read a proclamation honoring the 100th Birthday of Mrs. Macie Rene Bennerman (Item D). Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the Consent Agenda as follows:

(as Board of Commissioners)

- a. Approved the minutes of the January 8, 2024 meeting (Copy filed in Inc. Minute Book _____, Page _____.)
- b. Approved the revisions to the 2023-2024 Home and Community Care Block Grant funding plan
- c. Authorized an easement for Duke Power to place a new transformer at Clement Ball Park
- d. Adopted a proclamation honoring the 100th Birthday of Macie Rene Bennerman (Copy filed in Inc. Minute Book _____, Page _____.)
- e. Approved the revisions to the Sampson Area Transportation Drug and Alcohol Testing Policy
- f. Authorized the execution of an agreement for legal services between Sampson County and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parisola & Taylor, LLC, Seagle Law, and Ward & Smith, P.A.
- g. Approved budget amendments as submitted
- h. Approved tax refunds and releases as submitted

(as Board of Health)

- i. Approved the Fee/CPT Code Update for Sampson County Health Department
- j. Approved an Uncollectible Account Balance Write-Off in the amount of \$140

Item 5: County Manager's Report

Chairman Kivett called upon County Manager Ed Causey who informed the Board that preparations for the FY 24-25 budget are under way. He stated that department heads are expected to have preliminary budget requests submitted to himself and Finance Officer David Clack by March 15.

Item 6: Public Comment Period

Chairman Kivett opened the floor for public comments. The following were received:

Anthony Monds, 6248 Autry Mill Road, Godwin, NC - "Good evening. Y'all know I've got to have my sign. So, this evening I'd like to discuss at last month's meeting I got a pacifier mailed to my home three days after the last meeting. I haven't sucked on a pacifier since I was a little boy so I don't have no idea why it was sent from the Human Resources Department but I have copies of the letter if you would like to see them, for each one of you, just see me after today's meeting and I'll gladly give them to you. And I also haven't played on the merry-go-round since I was in grade school so I'm not about playing on merry-go-rounds but very quickly I'm going to give you a biblical story. There's the prophet Elijah and there's a man called, he me with, 450 of Bael's prophets on Mt. Carmel and you all know he had to go up against them and God was with Elijah and it's going to make sense when I finish so bear with me. And so what I've been going through, my family and I have been dealing with, a spirit of lying and deceit with your DSS department and at the end of this month I have a meeting on Mt. Carmel and so you all know Mt. Carmel the prophet Elijah God answered by fire. So, my God is going to answer by fire at the end of this month but the thing about it is that so much, so many resources has been spent on this particular case that has been based upon lies and deceit and because people have not been held accountable and this is why I've been coming to you all to hold those accountable who has perpetuated the lie that has cost this county money. And it has been told to us it has spent an astronomical amount of money. You all can't even use your hired attorney for DSS because of unethical practices and none of the judges in District 11 can be used because of unethical practices. And so there has been a tremendous amount of resources used on this case so the taxpayers want transparency. I'm letting them know that because of negligence on individuals' parts and once again bringing it to you all's attention. Accountability needs to be served so I have become y'all enemy because Galatians 4:16. I have told you all the truth and when you stand on truth, truth always prevails. And so in this case, truth shall prevail and when it prevails I'll be back to let you know that it has prevailed and what the repercussions will be because of the lies that people was not held accountable and you all allow it to happen. So I thank you all for my time and I'm still waiting for my appointment to a position as well, Vice Chair. I had to get that in so once again thank you all for allowing me to speak. Y'all have a blessed night."

Lin Reynolds, 1435 Hollerin Road, Dunn, NC - "We've got an upcoming election. I'd like to encourage everyone to get involved and vote. In the upcoming election in March, it's my hope that each candidate will run a clean campaign. We are all neighbors and should treat each other as we would like to be treated. In my district, the election turned ugly two years ago. It turned into a smear campaign. I was disappointed to see my neighbors trashing one another and at the end of the day innocent people and family members got hurt. Even one person in this room had their salary become a topic and he too was an innocent victim that was hurt from the smear campaign. My wife and I were bitterly disappointed when I opened my mailbox to see our neighbors making baseless allegations against one another. I threw it in the trash. I was disgusted. Come on people, we're better than that. Let's make sure we keep this campaign clean and let the best candidate win. That's all I've got. I would like to direct Mr. Kivett directly. I understand the Board is meeting in closed session tonight. I would like to request to

meet with the Board during that meeting. I have a personnel concern that needs to be addressed tonight and tonight only. I will be here waiting."

Elaine F. Hunt, 7171 Old Warsaw Road, Turkey, NC – "I've been coming before you all since 2022. Almost two years now and I'm just like Noah. I'm singing the same old song. We still desire county water in my area. True that you have county water at Timberlake's area. You have it as far as Moltonville Road. I'm about four miles from that. I've heard. I've had calls. Environmental people have called me, so some are showing concern. I'm a little let down that you all are not. The ones that we have elected and put in these positions. But nevertheless, I have been told that there are grants and you all know about grants. You know how to seek them, you know how to write them, you know. We deserve county water and county water is not just a pleasure. It's a necessity. We need clean, safe water so I can drink. I have to buy my water. Other neighbors have to buy their water and believe it or not water is getting expensive like everything else. It's going up. It's not at a stand still. So tonight I come and I want all those who came in support of this request to please stand. We come seeking your help for county water. As I always say we are not looking a handout because we know you will not give us a handout but we're looking a helping hand which can only come from you and I just ask how long and if we even get some call back or something to let us know. I know you see me. I don't know if you hear me. I never get a response. But I do want you to know we are still seeking county water and only you can help us get it. Thank you."

Sarah White – "I'm addressing you tonight about the \$80 from the Sampson County Tax Collector that was sent to us that needed to be paid by the end of December 2023. I went up on the 13th of December and paid mine like a good citizen normally would do. Then a little while later on I heard that the newspaper as well as the letter that was sent out to us from the Chairman had signed stated that the Board's decision to charge every household person Solid Waste Fee of \$80 resulted in unusual amounts of confusion, concern, and many other things that had happened. What I'm asking is are you aware that the money that we paid in that doesn't belong to the county has not been returned to us? I have called and talked to someone in the financial department. I didn't get the lady's name. This was shortly after the beginning of the year and she told me that a few checks were being sent out gradually. She said that they first had to decide, a meeting had to be held or something to decide how to send out the money or whatever. And I do not know if they met, maybe this January meeting, I didn't attend it so I don't know what y'all decided even if that came up. But what I'm requesting is, today is February 5. I paid mine in December. Why isn't the money being returned to us? Can you give me a reason why? Are you aware that the people's not got the money back? Well I'd appreciate it if y'all would make a decision tonight to have the county type those checks and get them back to us. It is our money. It doesn't belong to the county. Can you do that tonight please?"

Dolly Lane – "Thank you for giving me the opportunity to share my concern with you. I live less than two miles from the landfill. I am having a very hard time with the buzzards. They are sitting on my house. They're pooping on my house. They've torn shingles off of my house. I have had peppermints crushed and put on my house. I've bought about ten windchimes. I've put cayenne pepper in my yard. I go out every day and I shoot my gun. Not to kill them. I'm not that good. But to get them off of my roof. The guys from the landfill came and put a decoy up on my light pole. That has helped some but it's disturbing when you go outside and there's

at least fifty buzzards sitting on top of your house. And then I had to get somebody to wash the top of my house. They are taking over and if you go down 24 coming or going to Fayetteville you will see flocks of them going across to the dump. I can go down to the end of my road and it looks like a black cloud on top of the landfill with the buzzards and if something is not done, they're coming this way. I mean I have seen flocks out on the Bonnettsville Highway and then there's another house down the street from me, they have already ruined their roof. The population has gotten out of control, and I would like to see if we could do something about it. I tried to get me a permit and I understand that would take me several months and I'd have to get it from federal government in Atlanta. It's a whole drawn out process and I'm very disturbed by it. I've got a radio sitting out on my porch playing music all the time. I take my car out of the garage, I blow my horn to scare them off. And as I said I shoot my pistol and she told me she said you could go to federal prison and I said I'm not shooting to kill them I'm not that good. I mean, I'll admit that. It's just a scare tactic, but it is way out of control and I had not noticed how bad it was until they landed on my house and I thought something was crashing into my house. It's terrible and I don't think any of y'all would want at least fifty buzzards sitting on your house regurgitating and pooping and making a tremendous mess plus tearing up your shingles. And I know some of my neighbors have the same problem but they were not willing to come and share, but I would like some help in this matter. I live alone and I'm not able to handle the buzzards so if we could do something about that I would certainly appreciate it. Thank you. I appreciate your time. Thank you."

Closed Session - G.S. § 143-318.11(a)(3)

Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to enter into Closed Session. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to come out of Closed Session. Upon a motion by Commissioner Godwin and seconded by Commissioner McLamb the Board voted unanimously to accept the terms of the settlement between Akers et al. and County of Sampson and to authorize the Chairman to execute the settlement agreement.

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

NORTH CAROLINA'S
SAMPSON COUNTY

OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Stephanie Shannon, Clerk to the Board
FROM: Jared Rouse, Emergency Management Coordinator
DATE: February 13, 2024
SUBJECT: **Homeland Security Grant Program (FY 2021) MOA#:214016**

North Carolina Emergency Management (NCEM) has informed us of our award for the Homeland Security Grant Program (HSGP). This grant award is for a Tabletop Exercise (TTX). These exercises increase our whole community preparedness and enhance our ability to prepare for and respond to hazardous materials incidents throughout Sampson County.

The amount of the award is \$6500.00 and this grant is a reimbursement grant with funds from NCEM released upon receipt of proof of expenditure for the awarded item.

I respectfully request this be added to the next Board of Commissioner's meeting agenda for their consideration and adoption.


JR

Attachments:
Award Letter
Budget Amendment



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2021

AL #: 97.067

Grant #: EMW-2021-SS-00039

Memorandum of Agreement (MOA)

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-Subrecipient:

SAMPSON COUNTY
Tax ID/EIN #: 56-6000338
UEID # DMT2MK5GB6Z7

MOA #: 2141016

Award amount: \$6,500.00

Period of performance:

October 1, 2021 to February 28, 2024

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. The purpose of this MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide HSGP funding that was previously turned back to Recipient from a different subrecipient and is now being provided to the Sub-Subrecipient identified in this MOA. This is to fund projects related to Homeland Security Training and Exercises. **Planning, Operations and Equipment purchases are not authorized under this MOA.** For a more detailed description see approved Scope of Work Attachment 1.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2021* (Pub. L. No. 116-260), (3) FY 2021 HSGP Notice of Funding Opportunity (NOFO): <https://www.fema.gov/media-collection/homeland-security-grant-notices-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Sub-Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Recipient agrees that it will pay Sub-Subrecipient compensation for eligible services to be rendered by Sub-Subrecipient. Payment to Sub-Subrecipient for expenditures under this MOA will be reimbursed after Sub-Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed

(according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Sub-Subrecipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Sub-Subrecipient must:

- i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
- ii. Prior to April 4, 2022, Sub-Subrecipient must have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Sub-Subrecipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government and a DUNS number is no longer required.
- iii. Sub-subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>.
- iv. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- v. Complete any procurement(s) and expenditures no later than February 28, 2024.
- vi. Submit quarterly progress reports to NCEM Training & Exercises Branch (chris.call@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecipient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.
- vii. Submit requests for reimbursement with all required documentation attached.

B. File Retention (see Attachment 4 “Required Sub-Subrecipient File Documentation”):

Sub-Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing Sub-Subrecipient as a state or local government, or nonprofit organization.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

5. Conditions

The Recipient and Sub-Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Sub-Subrecipient to these requirements; that costs incurred

prior to grant application approval will result in the expenses being absorbed by the Sub-Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

6. Supplantation

Sub-Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Sub-Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. Compliance

Sub-Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 HSGP NOFO referenced in paragraph 2 above. Sub-Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Sub-Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

8. Responsibilities

Recipient:

- A. Recipient shall provide funding to Sub-Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The federal award date is October 1, 2021. Funds allocated must be encumbered and invoices received by NCEM by February 28, 2024.
- D. Recipient shall directly monitor the completion of this project.

Sub-Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Sub-Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Sub-Subrecipient shall expend FY 2021 HSGP Grant Program funds in accordance with the FY2021 HSGP NOFO, the grant application, and Subaward Notification.
- C. Closeout Requirements. Sub-Subrecipient must comply with all applicable closeout requirements specified in 2 CFR 200.344 no later than 90 calendar days after the end date of the period of performance, including submission of any financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and DHS Standard Terms and Conditions (Attachment 3), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Sub-Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Sub-Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Sub-Subrecipient shall comply with all applicable laws, regulations and program guidance. Sub-Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement

Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- E. Submit invoice(s) requesting reimbursement for services and items received to NCEM Training & Exercises Branch (chris.call@ncdps.gov). Recipient will reimburse Sub-Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 HSGP NOFO. Sub-Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after Sub-Subrecipient payment of invoice may be denied.
- F. Complete the procurement(s) process not later than February 28, 2024.
- G. Submit quarterly progress reports to NCEM Training & Exercises Branch (chris.call@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecipient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.
- H. Maintain a grant management filing system as required in this MOA (Attachment 4).
- I. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 3).
- J. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.
- K. Ensure that HSGP funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- L. Non-Supplanting Requirement. See paragraph 6 (Supplantation).
- M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- N. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- O. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Sub-Subrecipient and shall not be reimbursed under this MOA.
- P. Conflicts of Interest. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a sub-subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all sub-subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and

governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the sub-subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, sub-subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Subrecipient. All sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, sub-subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- Q. **Environmental Planning and Historic Preservation (EHP) Compliance.** Sub-Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- R. Sub-Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Sub-Subrecipient shall be considered to be an independent sub-subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the sub-subrecipient under this grant.

11. Warranty

As an independent sub-subrecipient, the Sub-Subrecipient will hold Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for sub-subrecipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in state or federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in state or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in state funding or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 13 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
 - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
 - Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
 - Make copies of the single audit available to the public. See paragraph 13 below for audits.

13. Audit Requirements

For all federal grant programs, Sub-Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M .0205, a sub-subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the sub-subrecipient's fiscal

year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

Per 2 CFR 200.501, a sub-subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Sub-Subrecipient's fiscal year end. Sub-Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Sub-Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

14. Sub-Subrecipient Monitoring

See Attachment 5 for sub-subrecipient monitoring.

15. Points of Contact

To provide consistent and effective communication between Sub-Subrecipient and NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be **the NCEM Exercise Branch Manager or their designee**. The Sub-Subrecipient point of contact shall be the person designated by the Sub-Subrecipient. The Sub-Subrecipient must immediately notify NCEM if there is any change in the Sub-Subrecipient POC for this MOA.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Contracting/Subcontracting

If Sub-Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Sub-Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Sub-Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Sub-Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Sub-Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 HSGP NOFO referenced herein.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Sub-Subrecipient.

23. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA recipients and sub-subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and sub-subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to

contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2024. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 HSGP NOFO, incorporated by reference herein, the Sub-Subrecipient shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

Sub-Subrecipient shall implement the HSGP project summarized in the approved scope of work. The scope of work is hereby incorporated by reference in this MOA.

- A. Scope of Work related documentation to be provided throughout the Period of Performance:
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
- B. Documentation to be provided throughout the Period of Performance:
 - i. Quarterly project progress reports as required.
 - ii. Sub-Subrecipient involved legal action that pertains to any Training and Exercises purchased with funds provided under this MOA.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and course description. The training course should run through TERMS.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
 - vii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

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

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request

the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discriminated under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Subrecipient executed in expending these grant funds:

- A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Sub-Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Sub-Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of subparagraphs A. – C. of this paragraph in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will

maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant 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 grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. 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 agency within ten days after receiving notice under subparagraph (D) (ii), 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)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA will become effective October 1, 2021. The last signature shall be that of Will Ray, Director for the North Carolina Division of Emergency Management.

34. Term of this Agreement

This MOA shall be in effect from October 1, 2021 to February 28, 2024.

35. Statement of Assurances

Sub-Subrecipient must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Sub-Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, sub-subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. Sub-Subrecipient must complete the appropriate form(s) and submit to NCEM Training and Exercises Branch (chris.call@ncdps.gov) upon execution of this MOA. Sub-Subrecipient must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to Sub-Subrecipient's specific program to ensure that all possible situations are covered.

36. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
- Attachment 1 Scope of Work
 - Attachment 2 Quarterly Report Form
 - Attachment 3 DHS Standard Terms and Conditions
 - Attachment 4 Required Sub-Subrecipient File Documentation
 - Attachment 5 Sub-Subrecipient Monitoring

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2021.

**N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

**SAMPSON COUNTY
406 COUNTY COMPLEX ROAD
CLINTON, NC 28328**

BY: William C. Ray 8/9/2023 | 11:46:08 EDT
**WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT**

BY: Ed Causey 8/9/2023 | 09:24:16 PDT

BY: _____

APPROVED AS TO PROCEDURES:

BY: _____

BY: Will Polk 8/9/2023 | 11:11:27 EDT
**WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2021 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY EDDIE M. BUFFALOE JR., SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAS FOR THE HSGP FOR OTHER FISCAL YEARS.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

2/13/2024

FROM: RICHARD SAUER, DIRECTOR

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for 2023-2024

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243300-539510	ST HOMELAND SEC GRANTS	6,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034330-408406	Revenue	6,500.00	

2. Reason(s) for the above request is/are as follows: TO BUDGET FUNDS FOR EM HOMELAND SEC GRANT



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Stephanie Shannon, Clerk to the Board
FROM: Cliff Brown, 911-Communications Manager
DATE: February 20, 2024
SUBJECT: **FY2024 Sampson Portable Radio Grant Agreement**

North Carolina Department of Information Technology has informed us of our award for the NC911 portable radio grant. This grant award is for portable radios to have on hand for backup radios in case our main dispatch consoles goes down.

The amount of the award is \$41,654.45 and this grant is a reimbursement grant with funds from NCDIT released upon receipt of proof of expenditure for the awarded item.

I respectfully request this be added to the next Board of Commissioner's meeting agenda for their consideration and adoption.

Cliff Brown
Cliff Brown

Attachments:
Grant Application
Grant Agreement
Budget Amendment

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of the month of _____, 2024 by and between **Sampson County**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Sampson County

By: _____

Title: _____

Date: _____

ATTEST: _____

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: 2023 Portable Radio PSAP Grant.
 - b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
 - f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
 - g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
 - h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - i. Interlocal agreement: Reserved.
 - j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
 - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
 11. Conduct thorough system(s) testing before acceptance.
- d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
 - e. Reserved.
 - f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
 - g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
 - h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.
3. Changes in the Project.
- a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
 - b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
 - c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
 - d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.
 - e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. **Project Schedule.** Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. **Delivery of Grant Funds.** The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

- b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.
- c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.
- d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).
- e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.
- f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*
- g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.
- h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
 - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
 - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
 - a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
 - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

 Ph: 919-754-6621
 E-Mail: pokey.harris@nc.gov

If to Grantee: The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
 - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
 - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



2023 Portable Radio PSAP Grant Application

PSAP Name: Sampson County 911

PSAP Contact Name: Cliff Brown

PSAP Contact Email: jbrown@sampsonnc.com

PSAP Contact Phone Number: (910) 592-8996

PSAP Address: 530 Commerce Street Clinton, NC 28328

Date: 9/20/2023

Number of Board-approved seats: 5

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	5	\$8,330.89	\$41,654.45
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/VHF/UHF Multiband	0	\$5,498.91	\$0.00
Harris XL-45 700/800mhz	0	\$2,486.25	\$0.00
Harris XL-95 700/800mhz	0	\$3,874.25	\$0.00
Harris XL-150 700/800mhz	0	\$3,574.25	\$0.00
Harris XL-185 700/800mhz	0	\$4,729.00	\$0.00
Harris XL-200 700/800mhz	0	\$6,506.75	\$0.00
Harris XL-400 700/800mhz	0	\$10,991.75	\$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

- Regional Coordinator reviewed for accuracy.
- Financial Review Specialist reviewed for accuracy.
- Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.

Memo

To: Sampson County Board of Commissioners
From: Kelsey Edwards, Library Director
CC: Ed Causey, County Manager & Stephanie Shannon, Clerk to the Board
Date: February 21, 2024
Re: Request to Discard Items

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

I also request that the Board of Commissioners write off these titles and all items that have been donated to the library but not placed in the collection as of February 21, 2024. The library will dispose of all items per our Collection Development Policy.

Thank you.

810191000945723 70 meals, one trip to the store
810191001801593 A home for her daughter
810491000140508 Vampire's halloween
810191001723889 A heart for the dropped stitches
810191001560343 The best of Agatha Christie. Volume two
810191000941375 It's kind of a funny story
810191001684911 Hello, Christmas
810191000574246 Behind enemy lines II axis of evil
810191001805350 One black cat
810191001133160 Pigs in pajamas
810191001809828 Pete the Cat's trip to the supermarket
810191001367806 Pumpkin day!
810191001734374 Spooky sleepover
810191001803031 Pumpkin day!
810191000334864 Wild Bill :Point Rider
810191001989683 Buster's trip to victory lane
810191001108981 Coraline
810191000791204 A Virgin River Christmas : a Virgin River novel
810191000919123 Carrie
810191001610621 The songbird
810191000743698 The haunting of molly hartley
810491000171624 This life I live one man's extraordinary, ordinary life and the woman who changed it forever
810191000923343 Wedding cake
810191001238763 Sycamore row
810191001375750 Dishing the dirt an Agatha Raisin mystery
810191001398115 The guilty
810191001451253 Keep me posted
810191001474065 Her outlaw heart
810191001475978 Falling
810191001486933 Rogue lawyer
810191001497443 Pushing up daisies
810191001499125 The whistler
810191001504792 No man's land
810191001508631 Di Sione's innocent conquest

810191001508645 Wedded for his royal duty
810191001533829 The fix
810191001541830 The accomplished guest stories
810191001546905 The rooster bar
810191001569845 What remains of her : a novel
810191001603523 The reckoning
810191001634750 Redemption
810191001651120 Caught by the Scot
810191001651530 The flicker of old dreams
810191001651548 Beyond scandal and desire : a sins for all seasons novel
810191001664921 End game
810191001703670 Husband material : a novel
810191001724390 Cinderella's billion-dollar Christmas
810491000170155 A deal for the Di Sione ring
810491000171511 Home to Texas
810491000171773 Camino Island
81060000092653 The girl in the glass box : a Jack Swyteck novel
810191001031520 Another piece of my heart
810191001473865 The Greek's ready-made wife
810191001544462 With you always
810191001546943 Married for his secret heir
810191001547462 The witches' tree an Agatha Raisin mystery
810191001568793 The innkeeper's daughter
810191001603763 United by their royal baby
810191001651692 Between sisters
810191001654138 The memory of you
810191001688690 The promise of us : a Sanctuary Sound novel
810191001700485 Her deadly secrets
810191001710568 The memory house
810191001724283 Hello, summer
810191001724382 Crowned at the desert king's command
810191001760400 A matter of life and death : a Robin Lockwood novel
810491000150792 Blessed is the busybody
810191001659422 Revenge

810191001719903 Deep state
810191001713492 A family to heal his heart
810191001021810 How a cowboy stole her heart
810191001132589 The rebel rancher
810191001109033 The last real cowboy
810191001541814 Amish brides
810191001118943 Puppy's first Christmas
810491000109062 Ten red apples : A Bartholomew bear counting book
810191000825099 Down river
810191001566579 A Nantucket wedding a novel
810591000125760 His suitable Amish wife
810491000091377 The gingerbread boy
810400969619014 Mother Goose
810191000068971 Twice loved
810191000376642 A promise to cherish
810191000526789 Time and again
810191000588060 Texas rain
810191000726053 Phoebe Deane
810191000819464 The prodigal wife
810191000963042 House of secrets
810191001031166 Local hero
810191001099579 Home for the summer
810191001132930 One mountain away
810191001207382 Dawn of the morning
810191001207747 Fly away [a novel]
810191001207792 The best man
810191001226961 Somewhere between luck and trust
810191001236720 The Perfect Match
810191001241450 The Texan's Bride
810191001324285 All's fair in love and cupcakes
810191001330894 The homesman : a novel
810191001336873 The tryst
810191001399903 Stars of fortune
810191001451766 Darkness

810191001533150 Miss Julia weathers the storm
810191001539008 Exit strategy a Nick Mason novel
810191001558525 Dark in death
810191001560541 The great alone
810191001560856 Now that you mention it
810191001570284 The perfect couple a novel
810191001571829 In dreams forgotten
810191001623943 Mercy River
810191001650839 The end we start from
810191001659125 Dance away with me : a novel
810191001695894 The Gryphon heist
810191001719458 All adults here
810191001729013 The Amish wedding promise
810191001738390 Chasing the white lion
810191001740151 Into the water
810191001991064 Secrets in death : an Eve Dallas novel
810391000143063 The pattern of her heart
810391000151151 Blue dahlia
810591000123970 Imperfect justice
810591000125865 Bought bride for the Argentinian
810591000126001 High country homecoming
810600000047115 All the beautiful lies a novel
810600000047313 The woman left behind a novel
810600000092661 The gown a novel of the royal wedding
810600000092686 Island of glass
810600000092869 Careless love : an DCI Banks novel
810191001482315 A love transformed
810600000047161 In places hidden
810191000490107 Her Playboy Challenge
810191000716054 Gone with the groom : a cozy mystery
810191001127078 A gift of family
810191001207169 The Burgess boys
810191001207325 Chance of a Lifetime
810191001327074 In your dreams

810191001327180 A pinch of ooh la la
810191001402507 Winter brides a year of weddings novella collection
810191001505004 Firefly summer
810191001531815 Anything for you
810191001547925 Winter solstice a novel
810191001555861 The sound of rain
810191001564048 Montana dreams
810191001614690 Final shadows
810191001638384 Noah's sweetheart
810191001639953 Her forgiving Amish heart
810191001651069 The sisters of Glass Ferry
810191001658382 Testimony
810191001658747 The last odyssey a thriller
810191001666208 The killing tide
810191001679660 Old bones
810191001703034 The loner's Thanksgiving wish
810191001708195 Amish country undercover
810191001710294 The secret kept from the Italian
810191001710520 Finding Mr Right in Florence
810191001719440 Eight perfect murders a novel
810191001723872 For her son's love
810191001723971 Fireman dad
810191001724014 A soldier for keeps
810191001724410 Betting on a fortune
810191001728946 A home for the heart
810191001735280 The river home
810191001753336 Magic lessons : the prequel to Practical magic
810191001753360 Point of danger
810291000178350 What happens in paradise
810491000171070 Reading the Sweet Oak
810600000071742 Leverage in death
810191001555534 Little secrets : his pregnant secretary
810191001708306 Shelter in place
810191001899651 Bay of sighs

810191001644519 The bride test
810191001021683 Rainshadow Road
810191001539450 The last chance matinee
810191001603937 The sugarhouse blues : a Hudson sisters novel
810191001621384 Before she knew him : a novel
810191001629510 The duel
810191001644436 The Goodbye Café
810191001666188 The wedding party
810191001710857 Secrets of my heart
810191001547052 The secret Sanchez heir
810491000171404 Chiricahua
810591000124077 Delayed justice
810191001746379 Henry, himself
810591000124530 The trail west
810191000816494 Come walk with me
810191000818515 Promises of change
810191000934621 The best of friends
810191001028882 When two hearts meet
810191001054825 Against the fire
810191001054882 Against the wind
810191001055294 Against the storm
810191001061535 Against the law
810191001163171 Preacher's massacre
810191001207333 Something wicked
810191001230284 Burn English
810191001334502 Bloody Sunday
810191001390041 The theory of death : a Decker/Lazarus novel
810191001401525 Kickback : a Spenser novel
810191001402242 The windswept flame
810191001476417 Night and day
810191001483765 Robert B. Parker's debt to pay a Jesse Stone novel
810191001507923 Rescuing the cowboy
810191001513962 Dreamweaver Trail : an Eternity Springs novel
810191001531857 Weathered too young

810191001535263 The heavenly surrender
810191001541559 Sweet surprises
810191001541567 Sweet haven
810191001543539 The room of white fire : [a novel]
810191001543844 Crime scene
810191001544872 You will pay
810191001546806 A casualty of war : a Bess Crawford
810191001548253 Bittersweet
810191001552395 Forever is the worst long time
810191001554437 Promise not to tell
810191001554673 Revelation
810191001555138 City of endless night
810191001555906 At the ruthless billionaire's command
810191001558008 To trust a rancher
810191001559325 Night moves : an Alex Delaware novel
810191001559937 Winter sisters
810191001561713 The stone-cold heart of Valentine Briscoe
810191001568821 Robert B. Parker's The Hangman's sonnet
810191001571853 The Texan's twins
810191001575003 The highwayman of Tanglewood
810191001610742 Tell her no lies
810191001614273 Then there was you
810191001616861 The wedding guest an Alex Delaware novel
810191001619016 Two nights a novel
810191001621491 The huntress : a novel
810191001623935 The last night out
810191001628231 Love takes wing
810191001639594 Field of bones
810191001644375 Home again
810191001650847 Heat wave
810191001651358 The scent of murder
810191001651762 Into the firestorm
810191001666254 Game of snipers
810191001689482 A crimson frost

810191001696411 The spies of Shilling Lane a novel
810191001714073 Duty or desire
810191001723404 Claimed by a Steele
810491000171412 Alabama Irish
810591000124655 Can't help falling
810600000065295 A measure of darkness a novel
810600000090954 The night agent a novel
810591000125942 Winning the rancher's heart
810191001801770 Falling again for the single dad
810191000716012 Rampage of the mountain man
810191001028952 When love gets in the way
810191001055108 Wild mountain thyme
810191001473972 Will Tanner U.S. Deputy Marshal
810191001502216 Leaving Blythe River
810191001504982 The last camellia
810191001531914 The visions of Ransom Lake
810191001532912 Always
810191001541822 The summer house
810191001552310 Amish Christmas abduction
810191001560131 Hometown family
810191001560321 Barking up the wrong tree
810191001560955 Just one thing
810191001569211 Carrying his scandalous heir
810191001570130 Destiny at Dry Camp
810191001575082 Double blind
810191001600769 Unsheltered : a novel
810191001602856 Road trip with the best man
810191001608940 Verses for the dead : a Pendergast novel
810191001621503 Cemetery Road : a novel
810191001638335 Bringing Rosie home
810191001638343 Baby's first homecoming
810191001651203 Dead man switch
810191001651465 Marilla of Green Gables
810191001651500 Luck, love & lemon pie

810191001651605 Cicada summer
810191001703190 Crooked river a Pendergast novel
810191001703828 Pursuit : a novel of suspense
810191001723917 High country hearts
810191001730015 Kings falling
810191001736217 Seems like old times
810191001760020 The lawman a novel based on the life of William Tilghman
810191001802583 The secrets of Love Story Bridge
810491000171032 The road to enchantment
810191001568839 Thief's mark
810191001750613 Last day
810191001639184 One night with Dr. Nikolaides
810191001205759 123 versus ABC
810191001560658 The whispered kiss
810191001651282 Fugitive spy
810191001725281 Cartier's hope
810191001734978 Snowbound with the heir
810191001644303 All made up
810191001689461 Synapse
810191001680919 Bloody genius
810191001713512 The truth behind their practical marriage
810191001735075 Seduced by a Steele
810591000124613 The language of hoofbeats
810191001109583 Lassiter
810191001639440 Island fling to forever
810191001554453 Dead woman walking
810191001651585 The hidden light of Northern fires
810191001711144 Lies Jane Austen told me
810191001719763 Seven letters
810102857027015 Fool's gold
810191000369577 Forsaking all others
810191000664625 Brothers of the Outlaw Trail : four women surrender their hearts to men with questionable pasts
810191000927311 Courting Miss Amsel
810191000996346 Creed's honor

810191001109265 Big sky country
810191001127390 Edge of forever
810191001133851 Big Sky mountain
810191001135071 Her holiday fireman
810191001197655 Point blank
810191001207432 Angel mine
810191001207440 Big sky summer
810191001264911 Home to Seaview Key
810191001307076 Snow blind
810191001324293 The wild gun
810191001327909 Second Chance in Dry Creek
810191001372235 Three wishes : a novel
810191001470795 The black widow
810191001534835 Golden prey
810191001540141 A lowcountry wedding
810191001543836 House of spies
810191001544032 The good daughter a novel
810191001547060 The prince's captive virgin
810191001555120 How sweet the sound
810191001555237 Hometown girl
810191001556587 Epitaph
810191001558765 Lost rider
810191001559268 Soldier's promise
810191001560640 Restoring love : a contemporary novel
810191001568694 High stakes
810191001568722 Use of force
810191001568813 A bride at his bidding
810191001572140 The other woman
810191001572265 Those other women a novel
810191001572972 Exposed
810191001632282 Pieces of her a novel
810191001639911 Sunset in Central Park
810191001680881 Light from distant stars
810391000152406 One last look

810491000172052 Where jasmine blooms
810591000125799 The Greek's pregnant Cinderella
810591000125851 The Sicilian's bought Cinderella
810191001497124 From this day forward
810191000231535 The Clayborne Brides : One pink rose, one white rose, one red rose
810191001163117 Fandango
810191001514613 The Spaniard's pregnant bride
810191001555879 Left to chance
810191001556694 The grub rider
810191001560525 Red Clark rides alone
810191001561891 By the book
810191001569077 Miracle on 5th Avenue
810191001627911 Someone knows
810191001635609 The promise of dawn
810191001645984 The deep
810191001651572 The lawman
810191001651811 The summer cottage
810191001652223 The Lemon sisters a novel
810191001654092 Dead man's journey a western sextet
810191001679636 A song of joy
810191001710393 The Spaniard's stolen bride
810191001711130 Ranger McIntyre unmentionable murders
810191001724436 Billionaire's wife on paper
810191001738078 Harbor secrets
810191001750134 A single spark
810191001755407 Badlands trail
810191001897481 No safe secret
810491000158578 The widows
810591000125918 Wed for the Spaniard's redemption
810600000042256 A breath of hope
810600000060281 Noir a novel
810600000082434 A season of grace
810191001546161 A bitter truth
810191001559044 The Italian's pregnant prisoner

810191001627660 A Cinderella to secure his heir
810191001558624 Lilac Lane
810191001737435 The queen's baby scandal
810191001724375 Crowning his convenient princess
810191001650991 Left to chance
810191001554312 Need to know
810191001651112 Billy Pinto's war
810191001725252 Riptide rumors
810191001702474 Peppa's magical unicorn
810191001853644 My giant tractor
810191001903795 My first colors : let's learn them all
810191001709821 Go get 'em, tiger!
810191001727414 Trick or treat, Baby shark : doo doo doo doo doo doo
810191001728601 Christopher Pumpkin
810191001897291 Penguin says "please"
810491000077555 Things fall apart
810191001621701 The mule
810191001664335 Dog Man unleashed
810191001474528 Monster High : frights, camera, action!
810491000100100 On Halloween
810191001223959 LEGO play book : ideas to bring your bricks to life
810191001203442 Jet planes
810191001915703 Max at School
810491000081385 Jewels of the sun
810491000089321 Tears of the moon
810191001837565 Music train
810191001161885 The pelican brief
810191001875402 Everyone says please (except cat)
810491000112081 Captain Underpants. Captain Underpants and the wrath of the wicked Wedgie Woman 05
810191001489829 Pete the cat : I love my white shoes
810191001410237 Biscuit feeds the pets
810191001551700 Snowy surprise
810191001768330 Maisy at the farm



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: February 21, 2024

SUBJECT: Surplus Weapon for Retiring Personnel

The Sheriff's Department has requested that we declare the service weapon used by Shawn Ford surplus and allow it to be transferred to the retiring employee. The weapon is a Sig Sauer 9mm pistol, serial number 47A065637.

We respectfully recommend that the Board approve this request.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Anna Ellis

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 Animal Shelter Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243800-526200	DEPARTMENTAL SUPPLIES	1,466.00	
11243800-523900	MEDICAL SUPPLIES	2,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	3,466.00	

2. Reason(s) for the above request is/are as follows:
To budget donations received to departmental supplies and medical supplies

Anna Ellis
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 2/21, 2024

David A. Clark
(County Finance Officer)

ENDORSEMENT

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

Erin W. G.
(County Manager & Budget Officer)

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

4-18-2024

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

02/14/24

FROM: Brad Hardison

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

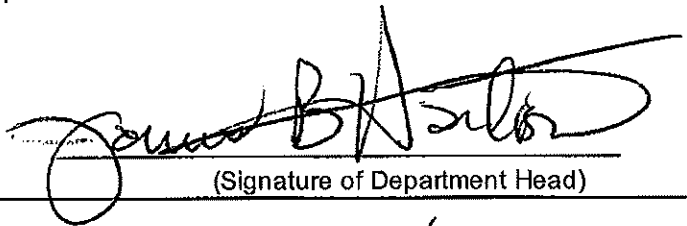
SUBJECT: Budget Amendment for Fiscal Year 2023-2024

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11449500-529900	MISC EXPENSES	6115.00	
11449500-531100	TRAVEL	385.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034950-408900	MISC REVENUE COOP EXTENSON	6,500.00	

2. Reason(s) for the above request is/are as follows:
INCREASE IN REVENUE DUE TO AG DAY 2024 EVENT.


 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/21, 2024


 (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**

February 14, 2023

MEMO:

FROM: Dana Hall, Director

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 23-24

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>
02558710-526200	ADULT DAY CENTER DEPARTMENTAL SUPPLI	\$ 500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035871-408401	ADULT DAY CENTER DONATIONS	\$ 500.00	

2. Reason(s) for the above request is/are as follows:
To budget donation made to Adult Day Center

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/21, 2024
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243250-555000	Capital outlay other	41,655.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034325-420000	NC PSAP grant	41,655.00	

2. Reason(s) for the above request is/are as follows:
 To budget grant funds for the purchase of portable radios.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/21/2024

David K. Clack

 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Sam W. G.

 (County Manager & Budget Officer)

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

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: State

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 24th day of January 2024, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

SEE ATTACHED LISTING

Total appropriation in current budget	\$24,060,917.00
Total increase/decrease of amendment	\$254,175.24
Total appropriation in amended budget	\$24,315,092.24

Passed by majority vote of the Clinton City Board of Education on the 24th day of January 2024.

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 _____ 2024.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

CODE	DESCRIPTION	INCREASE	DECREASE	TOTAL
1.5110.001.121.000.000.00	Classroom Teachers		(\$9,890.00)	(\$9,890.00)
	Classroom Teachers		(\$9,890.00)	(\$9,890.00)
1.5110.003.162.000.000.00	Salary - Substitute		(\$12,211.00)	(\$12,211.00)
	Non-Instructional Support Personnel		(\$12,211.00)	(\$12,211.00)
1.5403.009.221.000.000.00	Employer's Retirement Cost		(\$473.97)	(\$473.97)
1.5403.009.211.000.000.00	Employer's Social Security Cost		(\$158.05)	(\$158.05)
1.5403.009.188.000.000.00	Annual Leave Payout		(\$2,066.12)	(\$2,066.12)
1.7200.009.221.810.000.00	Employer's Retirement Cost	\$473.97		\$473.97
1.7200.009.184.810.000.00	Longevity Pay	\$2,066.12		\$2,066.12
1.7200.009.211.810.000.00	Employer's Social Security Cost	\$158.05		\$158.05
	Non-Contributory Employee Benefits			\$0.00
1.6400.015.326.000.000.00	Contract Repairs-Equipment	\$28,254.96		\$28,254.96
1.6400.015.462.000.000.00	Computer Equip/Inventoried	\$31,258.75		\$31,258.75
1.6400.015.542.000.000.00	Purchase of Computer Hardware	\$37,181.00		\$37,181.00
1.6400.015.542.000.000.00	Purchase of Computer Hardware		(\$59,513.71)	(\$59,513.71)
	School Technology Fund	\$37,181.00		\$37,181.00
1.5110.016.126.000.000.00	Extended Contract Days		(\$7,090.49)	(\$7,090.49)
1.5110.016.126.000.000.00	Extended Contract Days		(\$5,536.12)	(\$5,536.12)
1.5350.016.312.304.000.00	Workshop Expenses/Allowable Travel	\$800.00		\$800.00
1.6550.016.171.000.000.00	Bus Driver	\$1,587.98		\$1,587.98
1.6550.016.221.000.000.00	Employer's Retirement Cost	\$364.28		\$364.28
1.6550.016.331.330.000.00	Pupil Transportation - Contracted	\$2,662.39		\$2,662.39
1.6550.016.211.000.000.00	Employer's Social Security Cost	\$121.47		\$121.47
	Summer Reading Camps		(\$7,090.49)	(\$7,090.49)
1.5330.024.121.308.000.00	DISADVANTAGED CHILDREN - Teacher	\$24,344.00		\$24,344.00
1.5330.024.211.308.000.00	Employer's Social Security Cost	\$1,862.31		\$1,862.31
1.5330.024.221.308.000.00	Employer's Retirement Cost	\$6,090.86		\$6,090.86
1.5330.024.231.308.000.00	Employer's Hospitalization Insurance	\$2,697.16		\$2,697.16
1.5420.024.221.000.000.00	Employer's Retirement Cost		(\$6,090.86)	(\$6,090.86)
1.5420.024.116.000.000.00	Assistant Principal Salary		(\$24,344.00)	(\$24,344.00)
1.5420.024.211.000.000.00	Employer's Social Security Cost		(\$1,862.31)	(\$1,862.31)
1.5420.024.231.000.000.00	Employer's Hospitalization Insurance		(\$2,697.16)	(\$2,697.16)
	Disadvantage Students Supplemental Funding			\$0.00
1.5210.029.146.000.000.00	Behavioral Support - School-Based Specialist	\$37,680.00		\$37,680.00
1.5210.029.221.000.000.00	Behavioral Support - Employer's Retirement Cost	\$14,540.67		\$14,540.67
1.5210.029.231.000.000.00	Behavioral Support - Employer's Hospitalization Ins	\$13,224.75		\$13,224.75
1.5210.029.312.000.000.00	Workshop Expenses/Allowable Travel	\$4,172.49		\$4,172.49
1.5210.029.142.000.000.00	Teacher Assistant Salary	\$20,436.20		\$20,436.20
1.5210.029.211.000.000.00	Employer's Social Security Cost	\$4,445.89		\$4,445.89
	Behavioral Support	\$94,500.00		\$94,500.00
1.5210.032.221.000.000.00	Employer's Retirement Cost		(\$38,416.41)	(\$38,416.41)
1.5210.032.342.000.000.00	Postage		(\$500.00)	(\$500.00)
1.5210.032.332.000.000.00	Travel Reimbursement	\$500.00		\$500.00
1.5210.032.121.000.000.00	Teacher Salary		(\$137,048.67)	(\$137,048.67)
1.5210.032.211.000.000.00	Employer's Social Security Cost		(\$10,705.23)	(\$10,705.23)
1.5210.032.196.000.000.00	Staff Dev Participant Pay		(\$300.00)	(\$300.00)
1.5210.032.311.000.000.00	Contracted Services	\$85,000.00		\$85,000.00
1.5210.032.411.000.000.00	SUPPLIES AND MATERIALS	\$4,657.68		\$4,657.68
1.5210.032.418.000.000.00	Computer Software and Supplies	\$1,000.00		\$1,000.00
1.5210.032.142.000.000.00	Teacher Assistant Salary	\$1,907.80		\$1,907.80
1.5210.032.317.000.000.00	Psychological Contract Services	\$4,000.00		\$4,000.00
1.5210.032.462.000.000.00	Computer Equip/Inventoried	\$200.00		\$200.00

1.5210.032.162.000.000.00	Substitute Teacher		(\$6,000.00)	(\$6,000.00)
1.5210.032.353.000.000.00	Certification/Licensing fees		(\$800.00)	(\$800.00)
1.5210.032.461.000.000.00	Furniture/Equip-Inventoried	\$500.00		\$500.00
1.5210.032.167.000.000.00	Teacher Asst.Pay-Reg. Absence		(\$1,000.00)	(\$1,000.00)
1.5210.032.231.000.000.00	Employer's Hospitalization Insurance		(\$22,671.00)	(\$22,671.00)
1.5210.032.163.000.000.00	Substitute Pay-Staff Developme	\$2,000.00		\$2,000.00
1.5210.032.199.000.000.00	Overtime Pay	\$2,800.00		\$2,800.00
1.5210.032.312.000.000.00	Workshop Expenses/Allowable Travel		(\$1,000.00)	(\$1,000.00)
1.5230.032.163.000.000.00	Substitute Pay-Staff Developme		(\$400.00)	(\$400.00)
1.5230.032.142.000.000.00	Teacher Assistant Salary	\$6,017.50		\$6,017.50
1.5230.032.221.000.000.00	Employer's Retirement Cost	\$746.15		\$746.15
1.5230.032.199.000.000.00	Overtime Pay	\$1,000.00		\$1,000.00
1.5230.032.167.000.000.00	Teacher Asst.Pay-Reg. Absence		(\$200.00)	(\$200.00)
1.5230.032.211.000.000.00	Employer's Social Security Cost	\$419.13		\$419.13
1.5230.032.231.000.000.00	Employer's Hospitalization Insurance		(\$1,889.00)	(\$1,889.00)
1.5230.032.121.000.000.00	Teacher Salary	\$64.02		\$64.02
1.5240.032.318.000.000.00	Speech and Language Contracted Services	\$121,054.85		\$121,054.85
1.5240.032.211.000.000.00	Employer's Social Security Cost		(\$228.19)	(\$228.19)
1.5240.032.221.000.000.00	Employer's Retirement Cost		(\$16,540.52)	(\$16,540.52)
1.5240.032.132.000.000.00	Speech & Language - Salary - Instruct. Support II - Adv.		(\$2,981.00)	(\$2,981.00)
1.5250.032.311.000.000.00	Contracted Services	\$2,000.00		\$2,000.00
1.5350.032.211.000.000.00	Employer's Social Security Cost	\$153.00		\$153.00
1.5350.032.121.000.000.00	Teacher Salary	\$2,000.00		\$2,000.00
1.5350.032.221.000.000.00	Employer's Retirement Cost	\$500.41		\$500.41
1.5840.032.319.000.000.00	Other Professional and Technical Services		(\$1,000.00)	(\$1,000.00)
1.6200.032.312.810.000.00	Workshop Expenses/Allowable Travel	\$500.00		\$500.00
1.6200.032.113.810.000.00	Director and/or Supervisor Salary		(\$7,261.00)	(\$7,261.00)
1.6200.032.221.810.000.00	Employer's Retirement Cost		(\$1,816.28)	(\$1,816.28)
1.6200.032.211.810.000.00	Employer's Social Security Cost		(\$555.87)	(\$555.87)
1.6550.032.147.000.000.00	Technology Assistant Salary	\$10,020.00		\$10,020.00
1.6550.032.199.000.000.00	Overtime Pay	\$1,000.00		\$1,000.00
1.6550.032.211.000.000.00	Employer's Social Security Cost	\$766.03		\$766.03
1.6550.032.221.000.000.00	Employer's Retirement Cost	\$2,506.60		\$2,506.60
	Children with Disabilities			\$0.00
1.5850.039.311.000.000.00	Contracted Services	\$44,000.00		\$44,000.00
1.5850.039.311.330.000.00	Contracted Services	\$44,000.00		\$44,000.00
1.5850.039.311.330.000.00	Contracted Services		(\$44,000.00)	(\$44,000.00)
	School Safety Grants	\$44,000.00		\$44,000.00
1.6550.056.165.000.000.00	Transportation Personnel	\$18,551.00		\$18,551.00
1.6550.056.342.000.000.00	Postage	\$500.00		\$500.00
1.6550.056.221.000.000.00	Employer's Retirement Cost		(\$12,000.00)	(\$12,000.00)
1.6550.056.411.000.000.00	SUPPLIES AND MATERIALS		(\$500.00)	(\$500.00)
	Transportation of Pupils	\$6,551.00		\$6,551.00
1.5110.061.462.316.316.00	Computer Equip/Inventoried	\$1,030.98		\$1,030.98
1.5110.061.411.316.316.00	SUPPLIES AND MATERIALS		(\$1,030.98)	(\$1,030.98)
1.5110.061.411.308.308.00	SUPPLIES AND MATERIALS		(\$0.29)	(\$0.29)
1.5110.061.342.308.308.00	Postage	\$0.29		\$0.29
1.5110.061.418.000.000.00	Computer Software and Supplies	\$5,000.00		\$5,000.00
1.5110.061.411.000.000.00	SUPPLIES AND MATERIALS		(\$5,000.00)	(\$5,000.00)
	Classroom Materials/Instructional Supplies/ Equipment			\$0.00
1.5120.083.411.308.000.00	SUPPLIES AND MATERIALS	\$2,000.00		\$2,000.00
1.5120.083.342.308.000.00	Postage	\$62.00		\$62.00
1.5120.083.351.308.000.00	Tuition Reimbursements	\$15,000.00		\$15,000.00
1.5120.083.333.308.000.00	Field Trips	\$2,000.00		\$2,000.00
	Career Technical Education - Credential Program Support	\$19,062.00		\$19,062.00
1.5110.085.411.000.000.00	SUPPLIES AND MATERIALS	\$2,550.00		\$2,550.00
1.5110.085.411.000.000.00	SUPPLIES AND MATERIALS	\$28,954.00		\$28,954.00
1.5110.085.312.000.000.00	Workshop Expenses/Allowable Travel	\$1,500.00		\$1,500.00

1.5110.085.411.000.000.00	SUPPLIES AND MATERIALS		(\$1,500.00)	(\$1,500.00)
	Literacy Intervention	\$31,504.00		\$31,504.00
1.6550.140.418.000.000.00	Computer Software and Supplies	\$8,889.77		\$8,889.77
1.6550.140.462.000.000.00	Computer Equip/Inventoried	\$50,568.73		\$50,568.73
1.6550.140.462.000.000.00	Computer Equip/Inventoried		(\$8,889.77)	(\$8,889.77)
	ARP-State Fiscal Recovery Fund-School Bus Safety Pilot Program	\$50,568.73		\$50,568.73
	BUDGET AMENDMENT TOTAL			\$254,175.24

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: Local

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 24th day of January 2024, passed the following resolution:

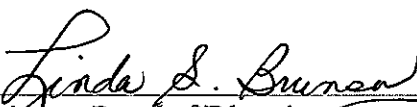
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

SEE ATTACHED LISTING

Total appropriation in current budget	\$6,995,172.00
Total increase/decrease of amendment	\$0.00
Total appropriation in amended budget	\$6,995,172.00

Passed by majority vote of the Clinton City Board of Education on the 24th day of January 2024.

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 _____ 2024.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: LOCAL

CODE	DESCRIPTION	INCREASE	DECREASE	TOTAL
2.5330.001.312.000.000.00	#N/A	\$5,156.46		\$5,156.46
	Classroom Teachers	\$5,156.46		\$5,156.46
2.6940.002.183.810.000.00	#N/A	\$2,500.00		\$2,500.00
	Central Office Administration	\$2,500.00		\$2,500.00
2.5410.005.211.308.000.00	School Building Administration - Employer's Social Security Cos	\$745.37		\$745.37
2.5410.005.211.000.000.00	School Building Administration - Employer's Social Security Cos		(\$529.65)	(\$529.65)
2.5410.005.187.308.000.00	School Building Administration - Local Salary Differential	\$9,743.44		\$9,743.44
2.5410.005.221.308.000.00	School Building Administration - Employer's Retirement Cost	\$2,437.80		\$2,437.80
2.5410.005.114.000.000.00	School Building Administration - Principal/Headmaster		(\$6,923.56)	(\$6,923.56)
2.5410.005.221.000.000.00	School Building Administration - Employer's Retirement Cost		(\$1,732.27)	(\$1,732.27)
2.5420.005.116.320.000.00	School Building Administration - Assistant Principal (Non-teach	\$2,909.30		\$2,909.30
2.5420.005.116.308.000.00	School Building Administration - Assistant Principal (Non-teach	\$6,036.20		\$6,036.20
2.5420.005.181.000.000.00	School Building Administration - Supplementary Pay		(\$8,945.50)	(\$8,945.50)
	School Building Administration	\$3,741.13		\$3,741.13
2.5830.007.211.320.000.00	Instructional Support - Employer's Social Security Cos	\$3,019.00		\$3,019.00
2.5830.007.131.320.000.00	Instructional Support - Instructional Support I reg sc	\$39,459.00		\$39,459.00
2.5840.007.131.000.000.00	Instructional Support - Instructional Support I reg sc		(\$2,819.88)	(\$2,819.88)
2.5840.007.131.000.000.00	Instructional Support - Instructional Support I reg sc		(\$6,675.79)	(\$6,675.79)
2.5840.007.131.000.000.00	Instructional Support - Instructional Support I reg sc		(\$39,459.00)	(\$39,459.00)
2.5840.007.221.000.000.00	Instructional Support - Employer's Retirement Cost		(\$705.53)	(\$705.53)
2.5840.007.221.000.000.00	Instructional Support - Employer's Retirement Cost		(\$14,891.47)	(\$14,891.47)
2.5840.007.231.000.000.00	Instructional Support - Employer's Hospitalization Ins		(\$7,557.00)	(\$7,557.00)
2.5840.007.211.000.000.00	Instructional Support - Employer's Social Security Cos		(\$215.72)	(\$215.72)
2.5840.007.211.000.000.00	Instructional Support - Employer's Social Security Cos		(\$3,019.00)	(\$3,019.00)
2.5840.007.131.000.000.00	Instructional Support - Instructional Support I reg sc		(\$2,500.00)	(\$2,500.00)
2.5840.007.131.000.000.00	Instructional Support - Instructional Support I reg sc		(\$9,155.33)	(\$9,155.33)
2.5840.007.211.000.000.00	Instructional Support - Employer's Social Security Cos		(\$1,534.28)	(\$1,534.28)
	Instructional Support Personnel		(\$46,055.00)	(\$46,055.00)
2.6400.015.311.000.000.00	School Technology Fund - Contracted Services		(\$3,406.56)	(\$3,406.56)
2.6400.015.311.000.120.00	School Technology Fund - Contracted Services	\$3,406.56		\$3,406.56
	School Technology Fund	\$0.00	\$0.00	\$0.00
2.6610.031.231.000.000.00	Low-Wealth Counties Supp Fund - Employer's Hospitalization Ins		(\$18,765.00)	(\$18,765.00)
	Low-Wealth Counties Supplemental Funding		(\$18,765.00)	(\$18,765.00)
2.5330.069.211.000.000.00	At-Risk Student Services - Employer's Social Security Cos		(\$830.65)	(\$830.65)
2.5850.069.312.000.000.00	At-Risk Student Services - Workshop Expenses/Allowable Tr	\$830.65		\$830.65
	At-Risk Student Services/Alternative Schools	\$0.00	\$0.00	\$0.00
2.5132.801.183.304.000.00	LOCAL OPERATIONS - Bonus Pay	\$400.00		\$400.00
2.5132.801.221.304.000.00	LOCAL OPERATIONS - Employer's Retirement Cost	\$100.08		\$100.08
2.5132.801.211.304.000.00	LOCAL OPERATIONS - Employer's Social Security Cos	\$30.60		\$30.60
2.5230.801.221.000.000.00	LOCAL OPERATIONS - Employer's Retirement Cost		(\$50.04)	(\$50.04)
2.5270.801.221.316.000.00	LOCAL OPERATIONS - Employer's Retirement Cost	\$50.04		\$50.04
2.5270.801.211.316.000.00	LOCAL OPERATIONS - Employer's Social Security Cos	\$15.31		\$15.31
2.5270.801.183.316.000.00	LOCAL OPERATIONS - Bonus Pay	\$200.00		\$200.00
2.5310.801.183.000.000.00	LOCAL OPERATIONS - Bonus Pay		(\$400.00)	(\$400.00)
2.5310.801.221.000.000.00	LOCAL OPERATIONS - Employer's Retirement Cost		(\$100.08)	(\$100.08)
2.5310.801.211.000.000.00	LOCAL OPERATIONS - Employer's Social Security Cos		(\$30.60)	(\$30.60)
2.5320.801.183.000.000.00	LOCAL OPERATIONS - Bonus Pay		(\$200.00)	(\$200.00)
2.5320.801.211.000.000.00	LOCAL OPERATIONS - Employer's Social Security Cos		(\$15.31)	(\$15.31)
2.5500.801.361.308.000.00	LOCAL OPERATIONS - Membership Dues and Fees	\$600.00		\$600.00
2.5501.801.411.308.000.00	LOCAL OPERATIONS - SUPPLIES AND MATERIALS	\$15,000.00		\$15,000.00
2.5503.801.163.308.000.00	LOCAL OPERATIONS - Substitute Pay-Staff Developme		(\$56.25)	(\$56.25)
2.5503.801.211.308.000.00	LOCAL OPERATIONS - Employer's Social Security Cos		(\$4.31)	(\$4.31)

2.5503.801.211.308.000.00	LOCAL OPERATIONS - Employer's Social Security Cos	\$4.31		\$4.31
2.5503.801.333.000.000.00	LOCAL OPERATIONS - Field Trips	\$60.56		\$60.56
2.5503.801.333.000.000.00	LOCAL OPERATIONS - Field Trips		(\$60.56)	(\$60.56)
2.5503.801.163.308.000.00	LOCAL OPERATIONS - Substitute Pay-Staff Developme	\$56.25		\$56.25
2.5840.801.311.000.000.00	LOCAL OPERATIONS - Contracted Services	\$2,835.00		\$2,835.00
2.6610.801.418.316.000.00	LOCAL OPERATIONS - Computer Software and Supplies	\$996.81		\$996.81
2.6610.801.418.000.000.00	LOCAL OPERATIONS - Computer Software and Supplies		(\$4,984.05)	(\$4,984.05)
2.6610.801.418.308.000.00	LOCAL OPERATIONS - Computer Software and Supplies	\$996.81		\$996.81
2.6610.801.418.304.000.00	LOCAL OPERATIONS - Computer Software and Supplies	\$996.81		\$996.81
2.6610.801.418.320.000.00	LOCAL OPERATIONS - Computer Software and Supplies	\$996.81		\$996.81
2.6610.801.418.330.000.00	LOCAL OPERATIONS - Computer Software and Supplies	\$996.81		\$996.81
2.6610.801.462.810.000.00	LOCAL OPERATIONS - Computer Equip/Inventoried	\$1,519.33		\$1,519.33
2.6613.801.232.810.000.00	LOCAL OPERATIONS - Employer's Workers' Compensati		(\$18,435.00)	(\$18,435.00)
2.6620.801.342.000.000.00	LOCAL OPERATIONS - Postage	\$13.57		\$13.57
2.6620.801.312.810.000.00	LOCAL OPERATIONS - Workshop Expenses/Allowable Tr		(\$933.58)	(\$933.58)
2.6620.801.411.810.000.00	LOCAL OPERATIONS - SUPPLIES AND MATERIALS		(\$2,605.89)	(\$2,605.89)
2.6620.801.418.810.000.00	LOCAL OPERATIONS - Computer Software and Supplies	\$2,592.32		\$2,592.32
2.6710.801.411.810.000.00	LOCAL OPERATIONS - SUPPLIES AND MATERIALS		(\$166.28)	(\$166.28)
2.6710.801.459.810.000.00	LOCAL OPERATIONS - Other Food Purchases	\$166.28		\$166.28
2.6910.801.459.810.000.00	LOCAL OPERATIONS - Other Food Purchases		(\$393.00)	(\$393.00)
2.6910.801.319.810.000.00	LOCAL OPERATIONS - Other Professional and Technic	\$393.00		\$393.00
2.6940.801.459.810.000.00	LOCAL OPERATIONS - Other Food Purchases		(\$3,156.74)	(\$3,156.74)
2.6940.801.459.810.000.00	LOCAL OPERATIONS - Other Food Purchases	\$909.50		\$909.50
2.6940.801.411.810.000.00	LOCAL OPERATIONS - SUPPLIES AND MATERIALS	\$24.08		\$24.08
2.6940.801.332.000.000.00	LOCAL OPERATIONS - Travel Reimbursement	\$364.18		\$364.18
2.6940.801.332.810.000.00	LOCAL OPERATIONS - Travel Reimbursement	\$2,792.56		\$2,792.56
	Local Operations	\$1,519.33		\$1,519.33
2.5850.802.311.000.000.00	OP OF PLANT(MAINT,CUSTOD,UTIL) - Contracted Services		(\$44,000.00)	(\$44,000.00)
2.6530.802.321.000.000.00	OP OF PLANT(MAINT,CUSTOD,UTIL) - Public Utilities - Electric Se	\$95,903.08		\$95,903.08
2.6580.802.312.000.000.00	OP OF PLANT(MAINT,CUSTOD,UTIL) - Workshop Expenses/Allowable Tr	\$449.10		\$449.10
2.6580.802.311.000.000.00	OP OF PLANT(MAINT,CUSTOD,UTIL) - Contracted Services		(\$449.10)	(\$449.10)
	Operation of Plant/Facilities	\$51,903.08		\$51,903.08
2.5870.805.312.316.000.00	PROFESSIONAL DEVELOPMENT - Workshop Expenses/Allowable Tr	\$1,850.00		\$1,850.00
2.5870.805.312.304.000.00	PROFESSIONAL DEVELOPMENT - Workshop Expenses/Allowable Tr	\$1,850.00		\$1,850.00
2.5870.805.312.810.000.00	PROFESSIONAL DEVELOPMENT - Workshop Expenses/Allowable Tr	\$854.12		\$854.12
2.5870.805.312.000.000.00	PROFESSIONAL DEVELOPMENT - Workshop Expenses/Allowable Tr		(\$4,554.12)	(\$4,554.12)
	Workshop Expenses	\$4,554.12	(\$4,554.12)	\$0.00
	BUDGET AMENDMENT TOTAL	\$69,374.12	(\$69,374.12)	\$0.00

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: Federal

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 24th day of January 2024, passed the following resolution:

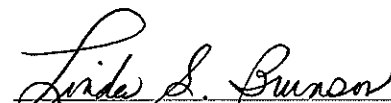
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

SEE ATTACHED LISTING

Total appropriation in current budget	\$9,383,988.80
Total increase/decrease of amendment	\$647,530.52
Total appropriation in amended budget	\$10,031,519.32

Passed by majority vote of the Clinton City Board of Education on the 24th day of January 2024.

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 _____ 2024.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FEDERAL

CODE	DESCRIPTION	INCREASE	DECREASE	TOTAL
3.5120.017.211.308.000.00	Employer's Social Security Cost	\$191.25		\$191.25
3.5120.017.211.320.000.00	Employer's Social Security Cost	\$153.00		\$153.00
3.5120.017.163.308.000.00	Substitute Pay-Staff Development	\$2,500.00		\$2,500.00
3.5120.017.163.320.000.00	Substitute Pay-Staff Development	\$2,000.00		\$2,000.00
3.5120.017.411.308.308.00	SUPPLIES AND MATERIALS		(\$7,737.25)	(\$7,737.25)
3.5120.017.332.308.308.00	Travel Reimbursement	\$240.00		\$240.00
3.5120.017.312.308.308.00	Workshop Expenses/Allowable Travel	\$500.00		\$500.00
3.6550.017.211.308.000.00	Employer's Social Security Cost	\$153.00		\$153.00
3.6550.017.171.308.000.00	Bus Driver	\$2,000.00		\$2,000.00
	Career and Technical Education	\$0.00	\$0.00	\$0.00
3.5210.060.184.000.000.00	Longevity Pay	\$615.70		\$615.70
3.5210.060.411.000.000.00	SUPPLIES AND MATERIALS	\$555,123.48		\$555,123.48
3.5210.060.199.000.000.00	Overtime Pay		(\$500.00)	(\$500.00)
3.5210.060.312.000.000.00	Workshop Expenses/Allowable Travel	\$1,000.00		\$1,000.00
3.5210.060.162.000.000.00	Substitute Teacher	\$6,000.00		\$6,000.00
3.5210.060.211.000.000.00	Employer's Social Security Cost	\$74.09		\$74.09
3.5210.060.142.000.000.00	Teacher Assistant Salary		(\$23,821.00)	(\$23,821.00)
3.5210.060.131.000.000.00	Instructional Support I - Regular		(\$1,352.00)	(\$1,352.00)
3.5210.060.146.000.000.00	School-Based Specialist		(\$37,840.00)	(\$37,840.00)
3.5210.060.181.000.000.00	Supplementary Pay	\$26,236.00		\$26,236.00
3.5210.060.221.000.000.00	Employer's Retirement Cost		(\$994.12)	(\$994.12)
3.5210.060.232.000.000.00	Employer's Workers' Compensation	\$500.00		\$500.00
3.5210.060.180.000.000.00	Bonus Pay (Non-Retirement)		(\$750.00)	(\$750.00)
3.5210.060.121.000.000.00	Teacher Salary	\$32,380.16		\$32,380.16
3.5210.060.231.000.000.00	Employer's Hospitalization Insurance	\$17,596.05		\$17,596.05
3.5210.060.311.000.000.00	Contracted Services		(\$4,500.00)	(\$4,500.00)
3.5230.060.142.000.000.00	Teacher Assistant Salary		(\$1,402.20)	(\$1,402.20)
3.5230.060.211.000.000.00	Employer's Social Security Cost		(\$213.00)	(\$213.00)
3.5230.060.231.000.000.00	Employer's Hospitalization Insurance	\$57.00		\$57.00
3.5230.060.162.000.000.00	Substitute Teacher		(\$1,000.00)	(\$1,000.00)
3.5230.060.221.000.000.00	Employer's Retirement Cost		(\$253.91)	(\$253.91)
3.5230.060.180.000.000.00	Bonus Pay (Non-Retirement)		(\$750.00)	(\$750.00)
3.5230.060.184.000.000.00	Longevity Pay	\$368.02		\$368.02
3.5240.060.318.000.000.00	Speech and Language Contracted Services	\$39,443.02		\$39,443.02
3.6550.060.331.000.000.00	Pupil Transportation - Contracted		(\$100.00)	(\$100.00)
3.8100.060.392.000.000.00	Indirect Cost	\$37,587.24		\$37,587.24
	IDEA-Section 611	\$643,504.53		\$643,504.53
3.5330.111.411.000.000.00	SUPPLIES AND MATERIALS	\$3,777.34		\$3,777.34
3.8100.111.392.000.000.00	Indirect Cost	\$248.66		\$248.66
	ESEA Title III, Part A-English Language	\$4,026.00		\$4,026.00
3.8200.177.399.000.000.00	Unbudgeted Funds		(\$0.01)	(\$0.01)
	CRRSA-ESSER II-Summer Career		(\$0.01)	(\$0.01)
	BUDGET AMENDMENT TOTAL			\$647,530.52

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10422

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

YEAR <u>2023</u>	\$ <u>130.54</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>130.54</u>

These taxes were assessed through clerical error as follows.

Bill # 0074756338-2023
Plate # KKC3632
2016 Jeep 2S
Vehicle traded in- tags turned in

602	County Tax	<u>118.35</u>
	School Tax	_____
F15	Fire Tax	<u>12.19</u>
	City Tax	_____
	TOTAL \$	<u>130.54</u>

Mailing Address.

2370 Feed Mill Road
Roseboro NC 28382

Yours very truly

Larry Autry Edwards
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

10410

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

YEAR	
<u>2023</u>	\$ <u>266.53</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>266.53</u>

These taxes were assessed through clerical error as follows.

Bill # 0068985201-2023
Plate # FBD1130
2020 Hyun. Mp
Vehicle traded-tags turned in

602	County Tax	<u>179.50</u>
	School Tax	_____
	Fire Tax	_____
T06	City Tax	<u>87.03</u>
	TOTAL \$	<u>266.53</u>

X Yours very truly
Amie West
Taxpayer

X Mailing Address.
208 Sunset Street
Newton Grove Nc 28366

X 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

10409

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

YEAR	
<u>2022</u>	\$ <u>114.28</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>114.28</u>

These taxes were assessed through clerical error as follows.

Bill # 0047646739
Plate # JE 9270
Vehicle Traded-Tag Turned In
2013 Ram TK

County Tax	<u>101.93</u>
School Tax	_____
Fire Tax	<u>12.35</u>
City Tax	_____
TOTAL \$	<u>114.28</u>

Mailing Address.

Yours very truly

Ronnie K. Hunter *(Signature)*
Taxpayer

1141 Church Rd
Clinton, NC 28328

Social Security # _____

RECOMMEND APPROVAL:

Board Approved _____
Date _____ Initials _____

(Signature)
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10404

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

YEAR <u>2023</u>	\$ <u>121.36</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>121.36</u>

These taxes were assessed through clerical error as follows.

Bill # 0037946010-2023
Plate # TCT8304
Vehicle sold- tag turned in
2016 Ford tk

602 County Tax	<u>108.24</u>
School Tax	_____
F20 Fire Tax	<u>13.12</u>
City Tax	_____
TOTAL \$	<u>121.36</u>

Mailing Address.

1876 HALLTOWN RD
PEUTRYVILLE N. C.
28318

Yours very truly

Lonnie E. McLaurin
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

10400

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

YEAR	
<u>2023</u>	\$ <u>247.71</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>247.71</u>

These taxes were assessed through clerical error as follows.

Bill # 0063052101-2023
Plate # TDE4064
Vehicle sold - tags turned in
2021 GMC MP

G02	County Tax	<u>190.99</u>
S01	School Tax	<u>33.57</u>
F19	Fire Tax	<u>23.15</u>
	City Tax	_____
TOTAL \$		<u>247.71</u>

Yours very truly

Natalie Lamb
Taxpayer

Mailing Address.

84 Sandtrap Lane
Clinton NC 28328

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

10384

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 Ronald Kenneth Powell Jr. in Dismal Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>416.25</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>416.25</u>

These taxes were assessed through clerical error as follows.

B.O.C approved DV
TAX Parcel 02018501503
1869 Page Rd
Godwin, NC

001	County Tax	<u>371.25</u>
	School Tax	_____
F20	Fire Tax	<u>45.00</u>
	City Tax	_____
	TOTAL \$	<u>416.25</u>

Mailing Address.

X Ronald K Powell Jr.
1869 Page Road
Godwin, NC 28344

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

10383

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 Luvonne Nadine Holloway in Dismal Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>414.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>414.00</u>

These taxes were assessed through clerical error as follows.

B.O.C approve DV
TAX PARCEL 02015818606
370 FAIRCLOTH BRIDGE RD

Co1	County Tax	<u>371.25</u>
	School Tax	_____
F21	Fire Tax	<u>42.75</u>
	City Tax	_____
	TOTAL \$	<u>414.00</u>

Mailing Address.

X Luvonne Nadine Holloway
X 370 Faircloth Bridge Rd
Stelman NC 28391

Yours very truly

Luvonne Holloway
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10394

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 Johnathan Asheley-Louis Avery in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2022</u>	\$ <u>284.19</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>284.19</u>

These taxes were assessed through clerical error as follows.

Bill # 0072687877-2022
Plate # NW4937
Vehicle traded in- tags turned in
2020 GMC TK

602 County Tax	<u>261.96</u>
School Tax	_____
F08 Fire Tax	<u>22.23</u>
City Tax	_____
TOTAL \$	<u>284.19</u>

Mailing Address.

2404 King Rd
Clinton NC 28325

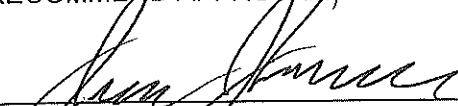
Yours very truly



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

10393

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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

YEAR <u>2023</u>	\$ <u>197.21</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>197.21</u>

These taxes were assessed through clerical error as follows.

Bill # 0068599496-2023
Plate # Pigrig1
2015 GMC MP
Vehicle sold- tag turned in

602 601	County Tax	<u>175.89</u>
	School Tax	_____
F07	Fire Tax	<u>21.32</u>
	City Tax	_____
	TOTAL \$	<u>197.21</u>

Mailing Address.

289 Straw Pond School R
Newton Grove, NC 28366

Yours very truly

Robert F. Naylor
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

10378

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 Elaine Spencer Jordan Title in Piney Grove Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 13094960009 - Leah Chauncey

YEAR	
<u>2023</u>	\$ <u>136.15</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>136.15</u>

Five District (F24) billed at 100% + should have billed at 5%.

These taxes were assessed through clerical error as follows.

County Tax	_____
School Tax	_____
F24 Fire Tax	<u>136.15</u>
City Tax	_____
TOTAL \$	<u>136.15</u>

Yours very truly
Leah S. Chauncey
Leah S. Chauncey
Taxpayer

Mailing Address.
Leah Chauncey
1416 Whittington Dr
Raleigh NC 27614

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

10406

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 Melissa Godwin
in NC Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2023</u>	\$ <u>195.48</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>195.48</u>

These taxes were assessed through clerical error as follows.

2021 FORD
TAG # DLN8948
Vehicle Total Low

002	County Tax	<u>174.35</u>
	School Tax	_____
F19	Fire Tax	<u>21.13</u>
	City Tax	_____
	TOTAL \$	<u>195.48</u>

Mailing Address.

Melissa Godwin
1994 HB Lewis Rd
Clinton NC 28328

Yours very truly

Melissa Godwin
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

10414

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

YEAR	
<u>2023</u>	\$ <u>122.27</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>122.27</u>

These taxes were assessed through clerical error as follows.

Bill # 0073622034
Plate # TJM 2443
Vehicle Sold-Plate Turned In
2016 GMC MP

Go o County Tax	<u>110.25</u>
School Tax	_____
F10 Fire Tax	<u>12.02</u>
City Tax	_____
TOTAL \$	<u>122.27</u>

Yours very truly

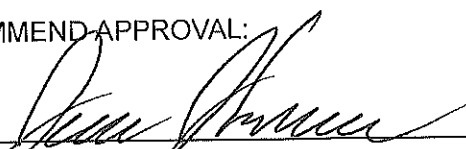
Kimberly W. Lane
Taxpayer

Mailing Address.

187 Red Hill Church 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

10416

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

	YEAR	
2016 Volk. 4S	2023	\$ 91.93
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
2013 Buick MP	2023	\$ 24.07
TOTAL REFUND		\$ 116.00

These taxes were assessed through clerical error as follows.

Bill # 0075593186
Plate # VCD 7635
Vehicle Sold - Tag Turned In
2016 Volk. 4S

Go2 County Tax 89.44
Sol School Tax 15.72
Fire Tax 10.84
City Tax _____

TOTAL \$ 116.00

Bill # 0074859919
Plate # VCD 7159
Vehicle Total Loss - Tag Surrender ²⁰¹³ Buick MP
Yours very truly

Mailing Address.

45 E. Bermuda Cir.
Clinton, NC 28328

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

10421

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

YEAR	
<u>2022</u>	\$ <u>301.20</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>301.20</u>

These taxes were assessed through clerical error as follows.

Bill # 0074845631-2022
Plate # JHV5774
2021 Chev MP
Vehicle traded in- tags turned in

602 County Tax	<u>232.25</u>
50 School Tax	<u>40.81</u>
199 Fire Tax	<u>28.14</u>
City Tax	_____
TOTAL \$	<u>301.20</u>

Mailing Address.

12606 Nathan Dudley Rd
Clinton NC 28328.

Yours very truly

Ivonne Alba
Taxpayer

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 **TIMOTHY ALLEN MITCHELL** in **BELVOIR** Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
2023	\$ 144.71
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Release/Adjustment \$ 144.71

G01	County Tax	\$ 111.58
S01	School Tax	\$ 19.61
F19	Fire Tax	\$ 13.52
	City Tax	\$
	Total	\$ 144.71

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

Taxpayer received 50% HIGH Mileage ^{Adjustment} Exemption on 2016 Ford F250 Super Duty Tk (Ny7809)

Taxpayer: Timothy Allen Mitchell

Tax Administrator: Jane Jance

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 **MATTHEW JAMES WINN** in DISMAL Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
2023	\$ 215.57
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Release/Adjustment \$ 215.57

G01	County Tax	\$ 215.57
	School Tax	\$ _____
	Fire Tax	\$ _____
	City Tax	\$ 215.57
	Total	\$ 215.57

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

Taxpayer received 100% Military Exemption on 2022 HONDA SPORT (RJN1339).

NCAMV Bill 2

Taxpayer:

Matthew James Winn

Tax Administrator:

Jim Juice

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 **JOSUE JAVIER PACHECO CARDONA** in **HONEYCUTT** Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
2023	\$ 252.64
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Release/Adjustment \$ 252.64

G01	County Tax	\$ 183.07
	School Tax	\$ _____
	Fire Tax	\$ _____
T08	City Tax	\$ 69.57
	Total	\$ 252.64

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

Taxpayer received 100% Military Exemption on 2021 Subaru Sport MP (KDS7885).

Taxpayer: Josue Javier Pacheco Cardona

Tax Administrator: Jane Jones

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

Year	<u>2023</u>	\$	<u>210.50</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	<u>210.50</u>
	<u>602</u> County Tax	\$	<u>188.76</u>
	School Tax	\$	_____
	<u>F21</u> Fire Tax	\$	<u>21.74</u>
	City Tax	\$	_____
	Total	\$	<u>210.50</u>

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

100% exemption, Les on file
 2019 Howdng
 Tag # FL P 9014

Taxpayer:

Lennie Lenorris Gayle Jr

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 **JOHNATHAN ASHELEY LOUIS AVERY** in **HALLS** Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
2023	\$ 141.99
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Release/Adjustment \$ 141.99

G01	County Tax	\$ 118.98/11.90 (Late List)
	School Tax	\$ _____
F08	Fire Tax	\$ 10.10/1.01 (Late List)
	City Tax	\$ _____
	Total	\$ 141.99

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

Taxpayer (83027) 2019 Carolina Skiff boat valued changed per bill of sale for 2020.

Taxpayer:	<u>Jonathan Asheley Avery</u>	
Tax Administrator:	<u>[Signature]</u>	
Board Approved:	_____	_____
	Date	Initials