



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

July 8, 2024

- 6:00 pm Convene Regular Meeting (County Auditorium)**
Invocation and Pledge of Allegiance
Approve Agenda as Published
- Item 1 Public Hearing – Road Naming**
- a. Naming of Private Road **1-3**
- Item 2 Action Items & Updates**
- a. Update on Sale of County Property and Upset Bid Process **4**
- b. Designation of Voting Delegate for NCACC Annual Conference **5**
- c. Termination of Contract with Roseboro Rescue & EMS **6-8**
- d. Discussion of Rescue Plans for the Town of Roseboro **9**
- e. Tax Settlement and Charge to Tax Collector **10-12**
- Item 3 Board Appointments**
- Fort Liberty Regional Land Use Advisory Commission **13**
- Item 4 Consent Agenda** **14**
- a. Approve the minutes of the May 29, 2024, June 3, 2024, June 10, 2024, June 13, 2024 and June 25, 2024 meetings **15-26**
- b. Authorize the execution of a Memorandum of Understanding between Sampson County and the North Carolina Department of Health and Human Services **27-48**
- c. Approve a Program Income Policy related to the expenditure of ARPA Funds **49-53**
- d. Approve a Property Management Policy related to the expenditure of ARPA Funds **54-60**
- e. Authorize the execution of an Agreement for Solid Waste and Recyclables Collection between Sampson County and GFL Environmental **61-74**

- f. Adopt a Resolution Authorizing the Execution of Kroger Opioid Settlement and Approving the Second Supplemental Agreement for Additional Funds and authorize the County Manager to execute all documents necessary to enter into settlement agreements and provide such documents to the Implementation Administrator **75-85**
- g. Authorize the execution of a Contract for School Nurse Services between the Sampson County Health Department and Clinton City Schools **86-97**
- h. Authorize the execution of applications for lottery funds to reimburse the County for debt payments on school buildings **98-100**
- i. Approve tax refunds and releases as submitted **101-113**
- j. Approve budget amendments as submitted **114-118**

Item 5 County Manager’s Report

Item 6 Public Comment Period

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1

Meeting Date: July 8, 2024	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Public Hearing – Naming of Private Roads

DEPARTMENT: Administration (GIS/911 Addressing)

PUBLIC HEARING: Yes

CONTACT PERSON(S): Stephanie Shannon, Clerk to the Board
 Jessie Matthews, 911 Addressing Coordinator

PURPOSE: To consider public input on the naming of certain private roads

ATTACHMENTS: Memo/Ad

BACKGROUND:

We have duly advertised a public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads. The Road Naming Committee recommends that PVT 1141-3092 be named Lizzie Way Ln.

RECOMMENDED ACTION OR MOTION:

Name private road as recommended

NORTH CAROLINA'S
SAMPSON COUNTY

MEMORANDUM:

TO: Ms. Stephanie Shannon, Clerk to the Board

FROM: Jessie Matthews, GIS Coordinator

DATE: June 18, 2024

SUBJECT: Private Road Name/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private roads. The Committee's recommendation has been listed below:

PVT 1141 - 3092

Lizzie Way Ln

This is being forwarded for your review and if you concur, please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.

NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. (or as soon as possible thereafter) on Monday, July 8, 2024 in the County Auditorium, Sampson County Complex Building A, 435 Rowan Road, Clinton NC to consider public input on the naming of the following private roads:

PVT ROAD CODE

PVT 1141-3092

PROPOSED NAME

Lizzie Way Ln.

Only those roads listed will be considered at this time.

The Board will also accept written comments until 5:00 p.m. on July 8, 2024 via email at sshannon@sampsonnc.com or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328 (tel: 910/592-6308)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(a)

Meeting Date: July 8, 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: Update on Sale of County Property and Upset Bid Process

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON(S): David Clack, Finance Officer

PURPOSE: To Review the Progress on the Sale of County-Owned Property

ATTACHMENTS: None

BACKGROUND:

Finance Officer David Clack will provide an update on the upset bid process and ongoing sale of county-owned property located at 107 Underwood Street.

RECOMMENDED ACTION OR MOTION:

No action required

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(b)

Meeting Date: July 8, 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: Designation of Voting Delegate for NCACC Annual Conference

DEPARTMENT: Governing Body

PUBLIC HEARING: No

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

PURPOSE: To designate one commissioner to serve as voting delegate at the NCACC Annual Conference, August 8-10, 2024

ATTACHMENTS: None

BACKGROUND:

The Board needs to discuss which member to delegate as its voting member to represent them at the NCACC Annual Conference. This year's conference will be held in Forsyth County on August 8-10, 2024.

RECOMMENDED ACTION OR MOTION:

Appoint a Board Member to act as the 2024 voting delegate.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(c)

Meeting Date: July 8, 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: Termination of Contract with Roseboro Rescue & EMS

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Ed Causey, County Manager

PURPOSE: To discuss the termination of the contract between Sampson County and Roseboro Rescue & EMS

ATTACHMENTS: Resolution, Notice of Termination

BACKGROUND:

Representatives of Roseboro Rescue & EMS, Inc. have informed Sampson County that they will no longer furnish to the County the light rescue services described in the Rescue Services Contract between Roseboro Rescue and the County, entered into effective June 1, 2023. These light rescue services comprise a substantial majority of the services to be furnished by Roseboro Rescue under the terms of the Contract, and Roseboro Rescue's failure to furnish these services constitutes a material breach of the terms of the Contract which entitles the County to terminate the Contract with immediate effect. Mr. Causey will discuss the events leading to this termination and provide any needed clarification.

RECOMMENDED ACTION OR MOTION:

Adopt a Resolution instructing the County Manager to give notice of termination of the Rescue Services Contract, with said terminations to become effective immediately.

July 8, 2024

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Roseboro Rescue & EMS, Inc.
Attn: Chair, Board of Directors
P.O. Box 891
Roseboro, NC 28382

Re: Notice of Termination of Rescue Services Contract

Dear Sir/Madam:

This letter is to formally notify you that Sampson County is giving notice of termination of your nonprofit corporation's contract to provide light rescue and dive rescue and recovery services, effective immediately.

Sincerely,

Edwin W. Causey,
Sampson County Manager

Cc: Rick Sauer,
Director, Emergency Services Department

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, representatives of Roseboro Rescue & EMS, Inc. (“Roseboro Rescue”) have informed Sampson County (the “County”) that they will no longer furnish to the County those light rescue services described in the Rescue Services Contract (“Contract”) between Roseboro Rescue and the County, entered into effective June 1, 2023; and

WHEREAS, these light rescue services comprise a substantial majority of the services to be furnished by Roseboro Rescue under the terms of the Contract, and Roseboro Rescue’s failure to furnish these services constitutes a material breach of the terms of the Contract which entitles the County to terminate the Contract with immediate effect; and

WHEREAS, the Sampson County Board of Commissioners wishes to give notice of termination of the Contract to Roseboro Rescue and to terminate the County’s Contract with Roseboro Rescue for rescue and dive rescue and recovery services;

NOW, THEREFORE, BE IT RESOLVED that the Sampson County Board of Commissioners hereby instructs the County Manager to give notice of termination of the above-referenced Contract, with said terminations to become effective immediately.

ADOPTED, this the 8th day of July, 2024.

R. JEROL KIVETT, Chairman,
Sampson County Board of Commissioners

ATTEST:

STEPHANIE P. SHANNON,
Clerk to the Sampson County Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(d)

Meeting Date: July 8, 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: Discussion of Rescue Plans for the Town of Roseboro

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Ed Causey, County Manager

PURPOSE: To discuss potential plans for providing rescue services to the Roseboro Community

ATTACHMENTS: None

BACKGROUND:

The board previously allocated \$200,000 for the renovation of the Roseboro rescue squad building on the condition the property be transferred to the county. The rescue organization declined that arrangement and decided that they would make needed improvements. They have indicated they would be interested in renting the county space for our rescue unit. We advised that we would be evaluating other alternatives. In that regard, we have had informal talks with the town of Roseboro. They are planning to build a new fire department on business Hwy 24. They have expressed interest in our constructing a building on their site as the total site includes about 4 acres. We have not discussed the price. However, we believe that they would work with us on a very equitable arrangement. We are proposing a very basic metal building that would include two bays and accommodation for four people. We only have 1 unit at present for the Roseboro community. However, we expect the demand for services to grow. Likewise, we want to have space that will accommodate two rescue units for full-time service at some time in the future. We anticipate a building of approximately 2,500 square feet to accommodate the two bays and the living quarters for up to 4 people. Even though we plan a very modest building, we would work with the town to ensure that our building from a visual standpoint is as compatible as possible.

RECOMMENDED ACTION OR MOTION:

Allow County staff to further develop the project with an expected total cost of no more than \$500,000, redesignate the previously approved \$200,000 to this project, and determine that any additional monies needed come from remaining authorizations from similar capital projects with the understanding that any final recommendation would be presented to the Board for approval

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(e)

Meeting Date: July 8, 2024

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

SUBJECT: Tax Settlement and Charge to Tax Collector

DEPARTMENT: Tax

PUBLIC HEARING: No

CONTACT PERSON(S): Jim Johnson, Tax Administrator

PURPOSE: To hear annual settlement of taxes for FY 2023-2024 and charge Tax Collector with collection of FY 2024-2025 taxes

ATTACHMENTS: Tax Settlement, Charge

BACKGROUND:

Annually, the Tax Administrator must provide a settlement of taxes for the previous fiscal year before being charged with the collection of the current year's taxes. Tax Administrator Jim Johnson will provide the tax settlement information.

RECOMMENDED ACTION OR MOTION:

Motion to accept settlement and charge Tax Collector with collection of taxes for FY 2024-2025

Phone 910-592-7081
Fax 910-592-4865

Sampson County
Office of Tax Collector
Clinton, N.C. 28329-0207

P.O. Box 207

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 25, 2024
Subject: Annual Tax Settlement

According to GS 105-373, after July 1 and before being charged with collection of taxes for the current fiscal year a preliminary report on the previous fiscal year must be reported to the governing board.

Please put on the Board of Commissioner's agenda for Monday July 8, 2024.



State of North Carolina
County of Sampson

To the Tax Collector of the County of Sampson:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Sampson County Tax Office and in the tax receipts herewith delivered to you, in the amount and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Sampson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 8th day of July, 2024.

R. Jerol Kivett
Chairperson, Sampson County Board of Commissioners

ATTEST:

Stephanie P. Shannon
Clerk to the Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **3**

Meeting Date: July 8, 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: Board Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Fort Liberty Regional Land Use Advisory Commission- Mr. Roland Hall resigned from the Fort Liberty RLUAC effective June 30, 2024. Mr. Milton David Hall has been recommended to fill this vacancy.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: July 8, 2024

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

SUBJECT: Consent Agenda
DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the June 3, 2024, June 10, 2024, June 13, 2024 and June 25, 2024 meetings
- b. Authorize the execution of a Memorandum of Understanding between Sampson County and the North Carolina Department of Health and Human Services
- c. Approve a Program Income Policy related to the expenditure of ARPA Funds
- d. Approve a Property Management Policy related to the expenditure of ARPA Funds
- e. Authorize the execution of an Agreement for Solid Waste and Recyclables Collection between Sampson County and GFL Environmental
- f. Adopt a Resolution Authorizing the Execution of Kroger Opioid Settlement and Approving the Second Supplemental Agreement for Additional Funds and authorize the County Manager to execute all documents necessary to enter into settlement agreements and provide such documents to the Implementation Administrator
- g. Authorize the execution of a Contract for School Nurse Services between the Sampson County Health Department and Clinton City Schools
- h. Authorize the execution of applications for lottery funds to reimburse the County for debt payments on school buildings
- i. Approve tax refunds and releases
- j. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for a recessed meeting at the Cooperative Extension Office, 55 Agriculture Place in Clinton, North Carolina on Wednesday, May 29, 2024, at 11:00 a.m. Members present: Chairman Jerol Kivett and Commissioners Thaddeus Godwin, Lethia Lee, and Allen McLamb. Members absent: Vice Chairperson Sue Lee.

Sampson County Cooperative Extension Report to the People

Chairman Jerol Kivett opened the meeting following a brief welcome by Extension Director Brad Hardison. Extension Staff Members Paul Gonzalez, Amanda Knight, and Eileen Coite presented information regarding the impact of various Extension programs over the past year. Following a short question and answer period, Brad Hardison returned thanks before the meal. Guests enjoyed a meal followed by a Panel Discussion moderated by J.W. Simmons. Panelists included Lindsey Moore from Clement Elementary School, Andy Herring of Andy Herring Farms Inc., James Lamb, Environmental Specialist for Prestage Farms Inc., and Tammy Peterson, owner and operator of Hubbs Corn Maze.

Recess to Reconvene

Upon a motion made and duly seconded, the Board voted unanimously to recess to reconvene at 2:15 p.m. in the Administrative Board Room, 406 County Complex Road, Clinton.

Reconvene

The Sampson County Board of Commissioners reconvened at 2:15 p.m. on Wednesday, May 29, 2024, in the Administrative Board Room, 406 County Complex 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. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to enter into Closed Session pursuant to G.S. §143-318.11(a)(6). Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to come out of Closed Session.

Adjournment

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

R. Jerol Kivett, Chairman

Stephanie P. Shannon, Clerk to the Board

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, June 3, 2024, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee and Allen McLamb.

Chairman Jerol Kivett called the meeting to order and turned the meeting over to Vice Chairperson Sue Lee. Commissioner McLamb provided the invocation and Commissioner Godwin led the Pledge of Allegiance.

Approval of Agenda

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

- Added a Budget Amendment for the Animal Shelter to the Consent Agenda
- Removed Item 4C

Item 1: Reports & Presentations

Recognition of Miss North Carolina and Miss North Carolina's Teen Contestants
Chairman Kivett called upon the four local Miss North Carolina and Miss North Carolina's Teen Contestants who were in attendance. Miss Spivey's Corner Hannah Stevens, Miss Spivey's Corner's Teen Rachel Leonard, Miss Dunn Katie Brown, and Miss Dunn's Teen Ella Marks introduced themselves and shared information about their personal social impact initiatives. These queens will compete in the state-level competition, a preliminary competition for the Miss America Pageant, in High Point beginning June 24, 2024. The ladies took advantage of a photo opportunity with the Board and thanked them for the opportunity to speak.

Item 2: Public Hearings – Proposed Budget for FY 24-25 and Proposed Economic Development Expenditures in 2024-2025 Budget

Proposed Budget for FY 24-25 Chairman Kivett opened a public hearing and opened the floor for public comments on the Proposed Budget for FY 24-25. The following were received:

Larry Yaw – “First of all thank you for allowing us to be here tonight. Just wanted to briefly touch base on the budget that we’re looking at for the upcoming years. I’m representing Clement Fire Department. We are trying to build a fire department. We started this several years ago and as we have moved on through the years the price has tripled for what its going to cost us. We would like for the commissioners to let us have that extra on this reval that we’ve just had. I’ve got a proposed budget here. It actually comes out to be \$418,000 a year. \$40,000 of that has been added to it because our payment for our new building has gone from \$60,000 to

\$100,000 with the additional cost, what it's going to be to build the building. Along with fire trucks and everything that it takes for us to operate, that money could come in handy, especially small departments as we are. And all we ask is just please look at this, allow us to continue on as we've been going, and please don't take that money from us. Thank you."

Edward Gilliam - "Good evening everyone. My name is Edward Gilliam. I'm at 817 West 2nd Street, Garland, North Carolina, 28441. I was actually, a conversation of Ivanhoe Volunteer Fire Department has been heard throughout the community and surrounding communities and is of great concern. Ivanhoe, although sparsely populated, is comprised of people who have built homes and paid taxes on properties they value as much as anyone else in Sampson County. To put it no other way, Ivanhoe deserves for the volunteer fire department to remain in operation for safety and protection of its property. The Ivanhoe Volunteer Fire Department plays a vital role in the community of Ivanhoe training, assisting, and protecting of the community. We are not asking for no more than the essentials of continuing to have this sense of security and protection in our area. Harrells Fire and Rescue may be approximately twelve to fifteen miles away, but the response time in any emergency can be life-threatening and devastating. The Ivanhoe community fought back and took a valid stand in reference to obtaining county water in Ivanhoe, now we ask the County Commissioners to represent and uphold the obligation of providing a safe environment for the community of Ivanhoe. We are aware of the current tax situation across the county which is somewhat confusing to many, but we hold explanation and the process of what the county is taking to be explained and to give the residents the opportunity to respond and give their opinion and input in this matter. We appreciate this time so we only ask for clarity and communication from our County Commissioners. Thank you for your time."

Elaine Hunt - "Good evening. My name is Elaine F. Hunt. I reside at 7171 Old Warsaw Road, Turkey. I don't have as much to say this evening as before, but I come because I realize sometimes out of sight, out of mind and we don't want you all to forget what's going on with us. I spoke with someone today about the water, county water situation and they explained to me that you wouldn't know anything until after the general assembly has adjourned and I questioned when that would be and the gentleman told me so tonight we want to request that out of common courtesy that if no one else but our representative in Turkey, when you find out something take the time to email me or call me or some of us because you all have my email address because I have emailed each one of you so I know you do. And I realize it's a long process but it seems that it is really really long because I've been talking to Ivanhoe too and I know that they was approved two years ago and they're still trying to get their water so once again I say out of common courtesy if someone would let us know and keep us informed on what is going on with our request. Thank you."

Lee Cannady - "Good evening Mr. Chairman, Commissioners. Can I bring y'all an attachment? I'm not going to read this verbatim, but I will explain that this year for our budget it was for the valuation of \$77,200 on the old numbers. The revaluation numbers stands for our tax rate to give us \$101,742. We plan to take that money and add staffing at night at Faison. I know that we are in Duplin County but we serve a good portion of Sampson County. We assist Piney Grove, Turkey, Halls, and part of Newton Grove with Fire Calls. One of the most important

things that we do in our community, especially Sampson County, is run first responders. We get to a house within four to six minutes of somebody not breathing, or somebody's bleeding out, to save their life, that's a matter of life and death that we've changed. If you will look on page two, I have some times there to the edges of our fire district. Pine Ridge Road to Brewer Road and Suttontown Road and if you see the one on Brewer Road, if anybody knows Brewer Road its split in two by I40 so we have to cover both sides of it and I've got down what the regular driving time is getting there because obviously I can't get out there and run lights and sirens to try and measure my time, but it just discusses times that we've had calls that it just takes us a few minutes to get out of the bed if we're home and get to the truck. But, if we put somebody there at night they can get out on that truck and get to somebody in four to six minutes and start putting oxygen on somebody or putting a defibrillator on them to help save their life. And also, just, and its not anything to EMS but since EMS moved to their new station here on Commerce Drive its taking them a few more minutes away from Faison. So, getting us there quicker is the essential thing and that's what we're trying to do. On the back page is our budget and you can just see where we just added the staffing for paid staffing on the right. \$121,226.20. I appreciate your help. Thank you so much. Have a good night."

Hagan Thornton - "Good evening. How are y'all? Today I sent in a budget to Mr. Causey, David Clack, and Mrs. Melissa. I'm assuming y'all have that in front of y'all. What we're asking is basically echoing the same thing the other chiefs have spoke on is leaving our tax rate the same at 10¢. If you look at my budget you can see where we're using every bit of that. My budget is supposed to go up roughly \$208,000 but with that I'm running right at 1,000 calls per year. I've got people without two sets of turnout gear which is a big cancer causing, you know that's what we're after, making sure our guys are safe at fires when you know we respond to a call, when they come back from a fire they've got a second set of gear to put on. So, my budget shows that if you look on the capital outlay side that's more turnout gear and other gear washers so we can get gear washed and back in service. Our main thing is keeping our guys safe and with this money, that's what we would be using it for. And I really appreciate y'all's consideration in leaving it at 10¢. Thank y'all."

Shelton James - "How are y'all? Commissioners, Mr. Causey. I guess y'all got my budget. I submitted it last night to David Clack. So what we're asking is to remain at 10¢. That gave us a total budget of \$412,669.50. Everything's increased so I'm not going to say what everybody else said, but we need your support to continue to support them, to support Ivanhoe. If we don't get the support some place is going to take a cut. That's obvious, so that's what I ask from you. All these departments need their tax rate to stay the same so I hope you support that so we can support them. Thank you all."

Alan Williams - "Good evening I'm Chief Alan Williams, Taylor's Bridge Fire Department and Sampson County Fire Chief. I submitted my budget also this morning to Mr. Clack's office, Mrs. Burton. We're just asking to stay at the 10¢ just like where we've been in the past. The money, I've talked to Mrs. Lethia about it, we're going to use to purchase a new truck, pay for more staffing, and that'll allow us to serve our community better, the people in the southern area around Delway and back toward Waycross. Without that money we can't grow. We're going to be limited where we're at. The meeting we had earlier a couple weeks ago with all

y'all, I thought that was a good meeting. North Carolina State Legislature is 15¢. We could go to the fire tax. We're not asking you to do that. We've got a gentlemen's agreement here to stay at 10¢. We can operate within that and as the County Fire Chief I'll speak on behalf of all these fire chiefs out here and all the volunteers. They're just here to help. They want to help the citizens and the people that pass through this county. That's all we're asking for. Thank you."

Jonathan Aman - "Good evening. I appreciate the opportunity to speak to you. I won't get into a lot of numbers here. Everybody else has already hit on that but we're just asking for our 7.5¢. This past year we had \$108,000 in repairs on our trucks. We've got 21-year-old trucks that we're operating with. I've got two stations I'm operating out of. We're second lowest funded in the county with the tax basis. I'm not asking for anything extra, I just want exactly what we've been getting because it takes every dime of it for us to operate. Our guys, we try to keep everybody in good turnout gear but our trucks are going to have to be replaced in the next year or two, like I said they're 21-years-old and this past year we spent \$108,000 and then we just got hit with a break-in in our building here, a guy stole \$184,000 worth of stuff. So, we're not asking for anything extra, we just want to stay where we're at and we just ask that you look at that. Thank you."

Following these comments, Chairman Kivett closed the public hearing.

Proposed Economic Development Expenditures in 2024-2025 Budget Chairman Kivett opened a public hearing and opened the floor for public comments on the Proposed Economic Development Expenditures in the 2024-2025 Budget. Hearing none, Chairman Kivett closed the public hearing.

Item 3: Public Hearings - Road Naming

Amendments to Road Naming Ordinance Chairman Kivett opened a public hearing and called upon County Attorney Joel Starling who explained that GIS staff desired the update the Road Naming Ordinance to update definitions and the appeals process, as well as consolidating the Road Naming Ordinance and Property Addressing Ordinance into one document. Chairman Kivett opened the floor for public comments and hearing none closed the public hearing. Upon a motion by Chairman Kivett and seconded by Commissioner Godwin the Board voted unanimously to adopt the amended Road Naming and Property Addressing Ordinance. (Copy filed in Ordinance Book _____, Page _____.)

Naming of Private Road Chairman Kivett opened a public hearing and called upon Clerk to the Board Stephanie Shannon who stated that a public hearing to receive comments on the proposed names of private roads had been advertised in accordance with North Carolina General Statutes. Ms. Shannon then informed the Board that the Road Naming Committee recommended that PVT 1445-3347 be named Family Acres Lane. Chairman Kivett opened the floor for comments and hearing none closed the public hearing. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee the Board voted unanimously to name the private road as recommended by the Road Naming Committee.

Item 4: Action Items & Updates

Update on Sale of County Property and Upset Bid Process Chairman Kivett called upon Finance Director David Clack who shared that bids were opened on May 21, 2024 and the highest bid was currently \$130,000. Staff has advertised the new qualifying minimum bid of \$136,550 with a bid opening date of June 4, 2024.

Airport Consultant Contract Chairman Kivett called upon County Attorney Joel Starling who reviewed a Master Agreement for Engineering and Planning Services for the Clinton-Sampson County Airport. After reviewing and scoring RFQ responses, the Airport Advisory Board voted unanimously to recommend Avcon as the most qualified firm. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to adopt a Resolution Authorizing the County Manager to Negotiate and Execute a Master Agreement for Engineering and Planning Services with AVCON Engineers & Planners, Inc. (Copy filed in Inc. Minute Book _____, Page _____.)

Item 5: Board Appointments

CVB Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to appoint Summerlyn Faircloth to serve on the Convention and Visitors Bureau, filling a vacancy due to the resignation of Mr. Clark Honeycutt.

Library Board Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to appoint Ms. Leslie Seals to serve on the Library Board, filling a vacancy due to the resignation of Ms. Oneta Manuel.

Item 6: Consent Agenda

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

(as Board of Commissioners)

- a. Approved the minutes of the May 6, 2024 and May 20, 2024 meetings (Copies filed in Inc. Minute Book _____, Page _____.)
- b. Adopted a Resolution Requesting that the Division of Highways Review and Take Over Highway Maintenance of Goose Creek Circle (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Adopted a Resolution Authorizing the Exchange of Properties between Sampson County Water and Sewer District II and The City of Clinton and authorize the Board Chair to execute the appropriate instruments necessary to carry out the exchange (Copy filed in Inc. Minute Book _____, Page _____.)
- d. Authorized amendments to the Contract for Audit Services for FY ending 6/30/2023
- e. Approved Project Ordinances necessary to implement various projects approved by the State for Sampson County

- f. Declare the service weapon (Sig Sauer P226 pistol, serial number 58H039965) used by Bobby Smith as surplus and transfer the weapon to the retiring employee
- g. Approved tax refunds and releases as submitted
- h. Approved budget amendments as submitted
(as Board of Health)
- i. Approve the SCHD HIPAA Privacy Policy and Procedures Manual
- j. Approve the SCHD Health Advisory Committee Operation Policy and Procedures – No Changes
- k. Approve the SCHD Health Advisory Committee Conflict of Interest Policy and Procedures – No Changes
- l. Approve the Board of Health Operating Policy and Procedures – No Changes
- m. Approve the SCHD FISCAL Services Policy and Procedures
- n. Appointed the following individuals to the Child Fatality Prevention Team
 - Highway Patrol Officer – Kevin Pearson
 - Parent of a child who died prior to eighteenth birthday – Sara Rosario

Item 7: Board Information

The Board received the following items as information only:

- March 18, 2024 – SCHD Health Advisory Committee Minutes

Item 8: County Manager’s Report

Chairman Kivett called upon County Manager Ed Causey who suggested that the Board set a time and date for it’s first Budget Work Session. After a brief discussion the Board agreed to hold the first Budget Work Session at 10:00 a.m. on Monday, June 10, 2024 in the Administrative Board Room.

Item 9: Public Comment Period

Chairman Kivett opened the floor for public comments. The following were received:
 Stephaine Graham – “Hello Commissioners as well as community. As you can see I was a little bit excited earlier. I am Stephaine Graham from 108 Sampson Street Clinton, North Carolina and I am completely excited to be standing before you tonight to share some amazing information with you. I come tonight to invite not only the Commissioners, but also the community that’s behind me, to an amazing event that’s going to be happening on

June 19th from 4:00 p.m. to 7:00 p.m. in downtown Clinton and it is nothing other than the second annual Juneteenth event and celebration in downtown. Now many of you may say, what is Juneteenth? How do we even know what this is? Shoot, I just heard what it was. Right? Anybody out here thinking that? Right. I know. I was thinking the same thing too but just because we don't know doesn't mean that we should not learn and educate ourselves as well as our community about what it is. So, Juneteenth, also known as the Freedom Day, commemorates the emancipation of enslaved African Americans in the US. Now does that mean that this is an African American event? No, it does not. This event is for everyone not just the African Americans. So, I want to see you, you, you, you, and you at this event. Why? Because it's for all of us. This is a time to reflect, celebrate, and educate our community as we work towards a more inclusive society. Right? That's what we all want, right? An inclusive society. So, this year's event, let's get down to what's happening there. The Carl Review Band will be there. Some of you may have seen them at Ag Day. They will be back. The gospel entertainer Miss Hattie will be there. There will be health and wellness checks as well as voter registration and many others. So, you have been invited so if you don't come it's not because you didn't hear you are invited. It's because you did not come. So, I look forward to seeing all of you there and celebrating with us. Together."

Bob Graczyk – "My name is Bob Graczyk. I live at 2556 Greens Bridge Road, Garland, North Carolina, and I stand in support of our volunteer firemen. In the middle of the night, they get a call. They all have pagers on. They respond no matter what it is. They respond to the fire. All of the chiefs submit their budget. They weren't appointed yesterday. They worked their way up in the ranks to be chiefs and to know what each of their departments needs in a budget. Then they take their budgets to their fire board and they decide if that's what is correct. And then they submit it. And to include in a speech talking about some of these men with some bad apples that might come through the ranks. We all have bad apples, but these chiefs are not bad apples. These chiefs run to our assistance when we need them. They're the ones that put on the coats. They're the ones that are out on their hands and knees crawling into a fire. When someone has a heart attack, they're the first ones there performing CPR. They're the ones that go home after they know that they did all they could and they got them to the hospital. They all know what they need. They all know what their departments need. They want their men to go home each and every day. They want safe equipment for them. So please, they know what they need. They're in good positions. They've been through the ranks. They worked their way up from a fireman to the chief. Support our firemen because I know they'll support us when we need them. Thank you."

Recess to Reconvene

Upon a motion made by Chairman Kivett and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to Recess to Reconvene on Monday, June 10, 2024 at 10:00 a.m. in the Administrative Board Room.

R. Jerol Kivett, Chairman

Stephanie P. Shannon, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 10:00 a.m. on Monday, June 10, 2024, in the Administrative Board Room, 406 County Complex Road, 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 acknowledged Vice Chairperson Sue Lee who called upon Commissioner Godwin to provide the invocation and lead the Pledge of Allegiance.

Item 1: Discussion of Proposed Budget for FY 2024-2025

Chairman Kivett opened the floor for the Board to discuss any questions or concerns that they had regarding the Proposed Budget for FY 24-25. Clarification on several questions was given by Finance Officer David Clack and County Manager Ed Causey. Questions primarily referenced increases in requested funds from various departments. Following this discussion, the Board scheduled a follow-up discussion on Thursday, June 13, 2024 at 10:00 a.m.

Recess to Reconvene

Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to Recess to Reconvene on Thursday, June 13, 2024, at 10:00 a.m. in the Administrative Board Room, 406 County Complex Road, Clinton, North Carolina.

R. Jerol Kivett, Chairperson

Stephanie P. Shannon, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 10:00 a.m. on Thursday, June 13, 2024, in the Administrative Board Room, 406 County Complex Road, 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 acknowledged Vice Chairperson Sue Lee who provided the invocation and led the Pledge of Allegiance.

Approval of Agenda

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

Item 1: Board Appointments

Sampson Community College Board of Trustees Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to reappoint Sandra Carroll to another term on the Sampson Community College Board of Trustees.

DSS Resource Committee Upon a motion by Vice Chairperson Sue Lee and seconded by Chairman Kivett the Board voted unanimously to appoint Janette Hernandez to the DSS Resource Committee.

Item 2: Discussion of Proposed Budget for FY 2024-2025

Chairman Kivett opened the floor for the Board to discuss any questions or concerns that they had regarding the Proposed Budget for FY 24-25. He then emphasized that the proposed budget had already been cut by 8%, noting that the requested budgets had been carefully scrutinized. In an effort to keep taxes from being raised, Chairman Kivett moved to approve the budget as recommended and direct staff to prepare the budget ordinance with the following changes: 1.) Change the cost-of-living adjustment from 3% to 1.5% and 2.) Remove the two annual wellness leave days for employees. Following a second by Vice Chairperson Sue Lee Board members were given another opportunity to comment on the proposed changes. Commissioner McLamb discussed how wellness days could be used by employees with children to plan for doctor and other visits. Commissioner Lethia Lee added that wellness days are a good incentive to employees but could be earned as a reward rather than added to employee's existing vacation days. After clarification from the County Attorney, Chairman Kivett moved that the Board vote on the removal of wellness days as a separate issue. Upon a second by Vice Chairperson Sue Lee, Commissioner Godwin and Commissioner Lethia Lee voted to remove the two wellness leave days for employees. Commissioner McLamb voted against removing these wellness days. Upon a motion by Chairman Kivett and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to approve the proposed budget with

the 1.5% decrease in the cost-of-living adjustment and to direct staff to prepare the budget ordinance.

Recess to Reconvene

Upon a motion by Chairman Kivett and seconded by Commissioner Godwin, the Board voted unanimously to Recess to Reconvene on Tuesday, June 25, 2024, at 10:00 a.m. in the Administrative Board Room, 406 County Complex Road, Clinton, North Carolina.

R. Jerol Kivett, Chairperson

Stephanie P. Shannon, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 10:00 a.m. on Tuesday, June 25, 2024, in the Administrative Board Room, 406 County Complex Road, 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 acknowledged Vice Chairperson Sue Lee who provided the invocation and led the Pledge of Allegiance.

Approval of Agenda

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

Item 1: Adoption of Budget Ordinance for FY 2024-2025

Chairman Kivett made a motion to adopt the Budget Ordinance for FY 2024-2025 and upon a second by Commissioner Godwin, opened the floor for Board Discussion. Commissioner McLamb provided remarks concerning the budget and proposed to raise the tax rate for every fire district by \$0.01. Following some discussion by Chairman Kivett, Commissioner McLamb made a motion to Amend the Budget Ordinance with the proposed increase of fire tax rates. There was no second. Following remarks from Commissioner Lethia Lee and Commissioner Godwin, the Board revisited the Motion made by Chairman Kivett and seconded by Commissioner Godwin to approve the Budget Ordinance for FY 2024-2025 as presented. Vice Chairperson Sue Lee and Commissioner Lethia Lee voted in favor of approving the Budget Ordinance for FY 2024-2025 as presented and Commissioner McLamb voted in opposition.

Item 2: Closed Session - G.S. § 143-318.11(a)(4)&(a)(6)

Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to enter into Closed Session pursuant to G.S. § 143-318.11(a)(4)&(a)(6). Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to come out of closed session.

Recess to Reconvene

Upon a motion by Commissioner McLamb and seconded by Commissioner Godwin the Board voted unanimously to adjourn.

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

360 COUNTY COMPLEX RD
SUITE 100

Director
Lynn S. Fields

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

June 5, 2024

TO: Stephanie Shannon

FROM: Lynn S. Fields

RE: MOU for Commissioners Meeting

Could you please add the attached Memorandum of Understanding between the North Carolina Department of Health and Human Services and Sampson County to the agenda for the next scheduled commissioners meeting. This is the standard MOU that we sign bi-annually.

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2024-25 and 2025-26)

BETWEEN

**THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
SAMPSON COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Sampson County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2024, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Sampson County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The

County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2024 and ending June 30, 2026.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

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

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

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Addendum A – Data Sharing Memorandum of Agreement
- (4) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (5) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which

are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Carla West, Division Director, Human Services NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Carla West NCDHHS Dorethea Dix Campus, McBryde Building Phone: 919-855-4755 E-mail: carla.west@dhhs.nc.gov

For Sampson County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Lynn S. Fields, Director PO Box 1105 Clinton, NC 28329 910-592-7131, ext. 3204 Fax: 910-592-3763	Lynn S. Fields, Director 360 County Complex Rd, Suite 100 Clinton, NC 28328 910-592-7131, ext. 3204 Fax: 910-592-3763 Email: lynn.fields@sampsondss.net

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information thirty days in advance of the effective date of new policy to the extent feasible or practicable, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.

- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that affect social services programs covered under this MOU. Communication shall be timely, and alerts sent to counties to let them know of the upcoming changes.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities:
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation.
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.

- iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. The Parties hereby adopt and incorporate the terms of the Data Sharing Agreement attached as Addendum A as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

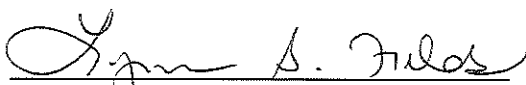
Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2024 and shall continue in effect until June 30, 2026.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Sampson County

BY: 
Name

BY: _____
Name

TITLE: Director

TITLE: Chair, Board of Commissioners

DATE: 06/05/2024

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ADDENDUM A: DATA SHARING MEMORANDUM OF AGREEMENT

Between

North Carolina Department of Health and Human Services

And

Sampson County

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services (NC DHHS or Agency) and Sampson County (County) (and collectively with Agency referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, and use and disclosure of, all confidential data and information provided by the Agency to the County, for purposes of administering North Carolina's public assistance and public service programs.

1. PURPOSE AND SCOPE

The purpose of this MOA is to identify certain roles and responsibilities of each party as it relates to the sharing and use of all confidential data and information provided by the Agency to the County in connection with the administration of North Carolina's public assistance programs as well as the County's administration and performance of other public services delegated to it by law (collectively referred to as NCDHHS Data). For purposes of this MOA, NCDHHS Data, includes, but is not limited to:

- a. Social Security Administration (SSA) data;
- b. Federal Tax Information (FTI) as defined in the current IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (IRS Publication 1075);
- c. protected health information as defined by 45 CFR 160.103;
- d. personal information, as defined by the North Carolina Identity Theft Protect Act, N.C.G.S. § 75-61(10);
- e. identifying information, as defined by N.C.G.S. § 14-113.20(b); and
- f. names or other information concerning persons applying for or receiving public assistance or social services which are confidential pursuant to N.C.G.S. §108A- 80.

More specifically, the objectives of this MOA are to:

- Manage the information technology process and systems pertaining to the NCDHHS Data provided by the Agency to the County, and received by the County from the Agency, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy and security of this NCDHHS Data.

- Enhance the County’s secure receipt, access to, and use of NCDHHS Data provided by the Agency to the County.
- Allow the County to access and utilize NCDHHS Data provided by the Agency for purposes of administering North Carolina’s public assistance and public service programs.

2. BACKGROUND

The Agency administers and oversees a variety of public assistance and public service programs for the State of North Carolina (collectively, Public Assistance Programs), including, but not limited to, the following:

- NC Medicaid Program
- NC Health Choice for Children (North Carolina’s CHIP Program)
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program
- NC Food and Nutrition Services (North Carolina’s SNAP Program)
- Work First (North Carolina’s Temporary Assistance for Needy Families program)
- Women, Infants and Children (WIC)
- Adult and Family Services
- Child Support Services
- Child Welfare Services

As part of its role pertaining to these Public Assistance Programs, the Agency receives, maintains, and stores certain data pertaining to applicants for, and recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The County administers the daily operations of many of the Public Assistance Programs at the local level, in accordance with State and Federal law, and policies and rules adopted by the Agency. As part of its role pertaining to these Public Assistance Programs, the County accesses and utilizes certain data pertaining to applicants for, or recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The Agency and the County agree to work cooperatively to ensure that NCDHHS Data is available to the County for purposes of administering North Carolina’s Public Assistance Programs, and that the County accesses and utilizes NCDHHS Data in accordance with applicable federal and state laws, regulations, standards and policies governing confidentiality, privacy and security of the NCDHHS Data and the terms of this MOA. The parties acknowledge and agree that this MOA is intended to continue and renew and prior similar memorandum of agreement in place between the Parties which was effective on or about October 14, 2016.

3. AUTHORITY OF PARTIES

Each Party is an agency of the State of North Carolina and operating pursuant to its respective statutory authority and obligations. This MOA is authorized under the provisions of N.C.G.S. §§ 108A-25, 108A-54, and 153A-11 and Article 13 of Chapter 153A of the North Carolina General Statutes, and the implementing recommendations or regulations of these laws, if any. For the convenience of the Parties and avoidance of doubt, the Parties acknowledge and agree that NC DHHS is the “Agency” as such term is used in IRS Publication 1075, and that the County is a statutory agent but not a “contractor” or “agent” as such term is used in North Carolina statutory or common law. The Agency acknowledges it is authorized to receive and use FTI pursuant to 26 U.S.C. § 6103.

4. PARTIES’ ROLES AND RESPONSIBILITIES

Pursuant and subject to this MOA, the Agency shall provide to the County NCDHHS Data pertaining to the Public Assistance Programs, through access to the Agency’s information technology systems utilized in conjunction with the Public Assistance Programs. These information technology systems include, but are not limited to, the Agency’s current NC FAST case management system (NC FAST), and the legacy information systems which preceded NC FAST (collectively, NCDHHS Information Systems). The NCDHHS Information Systems are secured via Agency access control mechanisms and related procedures, including, but not limited to, Resource Access Control Facility (RACF), North Carolina Identification (NCID), and Web Identity Role Management Portal (WIRM) (collectively, NCDHHS Access Controls).

All NCDHHS Data that the Agency provides to the County shall remain confidential and secure at all times. Confidentiality and security of this NCDHHS Data will be maintained by the County in accordance with all applicable federal and state laws, regulations, standards and policies governing this NCDHHS Data and in accordance with the terms of this MOA. Only appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data will be granted access to the NCDHHS Data, through the NCDHHS Information Systems and NCDHHS Access Controls. Any data, records or other information shared through this MOA are protected from unauthorized use and disclosure and shall be accessed and used by the County solely for purposes of administering and operating the Public Assistance Programs.

NCDHHS agrees:

- a. To provide NCDHHS Data to the County through access to the NCDHHS Information Systems in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA.
- b. To allow the County to access and utilize the NCDHHS Data to administer and operate the Public Assistance Programs.

- c. To allow appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data to access and utilize the NCDHHS Data through access to the NCDHHS Information Systems, to the extent needed to perform their job responsibilities.
- d. To work cooperatively with the County regarding County employee and contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- e. To be responsible for supervision of its own employees and contractors.

The County agrees:

- a. To grant access to NCDHHS Data through access to the NCDHHS Information Systems only to County employees and contractors authorized in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA. The County shall conduct background checks for individual employees prior to authorizing their access to FTL.
- b. To ensure the NCDHHS Data and NCDHHS Information Systems are accessed and utilized only for the purposes authorized by law and under this MOA in conjunction with the administration and operation of the Public Assistance Programs.
- c. To grant access to the NCDHHS Data only to appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data, and only for purposes of administering and operating the Public Assistance Programs.
- d. To ensure NCDHHS data is available only to persons authorized by law and this MOA to access and use the NCDHHS Data.
- e. To ensure NCDHHS Information Systems are accessed only by persons authorized by law and this MOA to access the NCDHHS Information Systems.
- f. To obtain prior written permission from NCDHHS for the disclosure of any NCDHHS Data to any contractor. If NCDHHS approves disclosure of any NCDHHS Data to a County contractor, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Data.
- g. To obtain prior written permission from NCDHHS for granting access to any of the NCDHHS Information Systems to any contractor. If NCDHHS approves access of a contractor to any NCDHHS Information System, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the

County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Information Systems.

- h. To ensure that all information technology systems receiving, storing, processing, or transmitting FTI meet the requirements in IRS Publication 1075, including the requirements set forth in Exhibit 7 to IRS Publication 1075, a copy of which is available at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>.
- i. To maintain a current list of employees and contractors authorized to access and utilize the NCDHHS Data provided by the Agency pursuant to this MOA, and to provide the Agency a copy of that list upon written request by the Agency.
- j. To submit, when requested by the Agency, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Agency with supporting evidence, such as a recent vulnerability scan.
- k. At the Agency's request, the County will work with the IRS, Social Security Administration, or other federal agencies or their agents with respect to periodic safeguard and security reviews. The County will support the resolution of the Agency's finding based on a written plan satisfactory to both Parties.
- l. Upon notification from the IRS, Social Security Administration, other federal agencies, or the Agency of changes to functional and security specifications, the County will collaborate with the Agency to develop and implement plans to meet specified requirements in accordance with guidance and direction provided by the IRS and/or the Agency. The County will be responsible for costs arising from such modifications.
- m. To provide annual access and disclosure awareness and incident reporting training to its employees and any approved contractors that may have access to SSA data and/or FTI data (only certain functions in support of Child Support Enforcement may allow contractor access to FTI).
- n. To work cooperatively with the Agency regarding County employee or contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- o. To be responsible for supervision of its own employees and contractors.

5. ACCESS CONTROL

The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any approved contractors to NCDHHS Data, in strict accordance with the NCDHHS Access Controls applicable to the NCDHHS Information Systems involved and in accordance with the terms of the MOA. In addition, the County will adhere to any written standard or guidelines provided by the Agency regarding management and implementation of the NCDHHS Access Controls, and access to the NCDHHS Information Systems, including, but not limited to, the information systems access control policy in the current version of the North Carolina Statewide Information Security Manual.

6. CONFIDENTIALITY AND SECURITY

The Agency and the County acknowledge and agree that the NCDHHS Data which the Agency provides to the County shall be classified as, and shall remain, "NCDHHS Data" or "State Data". At no time will the NCDHHS Data provided by the Agency ever be classified as County data.

The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise dealing with the NCDHHS Data, it will safeguard and not use or disclose such NCDHHS Data except as provided in this MOA. The County shall protect the confidentiality of the NCDHHS Data in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, including, but not limited to the following:

- Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988;
- IRS Publication 1075;
- Medicaid, 42 U.S.C. § 1396(a)(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8); 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50; and U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- Health Information Portability and Accountability Act and HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164;
- North Carolina law governing confidentiality of, and access to, public assistance program data and records, including N.C. Gen. Stat. 108A-80 and implementing regulations; and
- North Carolina Identify Theft Protection Act, N.C. Gen. Stat. 75-60 et seq. and 132-1.10 and any implementing regulations.

The County acknowledges and agrees that some of the data elements included within the NCDHHS Data can be classified as “identifying information” within the meaning of N.C.G.S. § 14-113.20(b). In addition, the combination of certain data elements could classify the data elements as “personal information” within the meaning of N.C.G.S. § 75-61(10). Since the Agency and the County are subject to the North Carolina Identity Theft Protect Act requirements, N.C.G.S. § 132-1.10 and 75-65, the Agency and the County acknowledge and understand that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County and/or the Agency to security breach notification requirements.

The County shall safeguard and protect the security of the NCDHHS Data from loss, theft, or inadvertent disclosure, in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, and policies including, but not limited to the following:

- Federal Information Security Management Act of 2002 (44 USC 3541 et seq.);
- SSA’s “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration”
- IRS Publication 1075;
- Health Information Portability and Accountability Act and HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164; and
- National Institute of Standards and Technology guidelines.

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of NCDHHS Data, and to protect NCDHHS Data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect NCDHHS Data on portable computers and devices through the use of applicable encryption and strong authentication procedures and other security controls to make NCDHHS Data unusable and inaccessible by unauthorized individuals.

The County shall monitor County employees’ access to higher-risk NCDHHS Data elements such as Social Security numbers, dates of birth, and FTI. The County shall terminate access privileges to NCDHHS Data of County employees immediately when their employment has been terminated or their job responsibilities no longer require access.

The County shall dispose of paper and equipment containing NCDHHS Data in a secure manner in accordance with applicable law and information security NIST standards. At the request of the Agency, the County shall provide documentation of proper disposal of NCDHHS Data to NCDHHS.

The County shall implement procedures for detecting, investigating, reporting and responding to security incidents involving NCDHHS Data. The County shall implement an Incident Management Plan which will be the source for how to handle incident management involving NCDHHS Data, and the Incident Management Plan will be available to the Agency upon request.

The County shall evaluate and report all losses, misuse, or unauthorized disclosure of NCDHHS Data to the NCDHHS Privacy and Security Office without unreasonable delay. Any expenses incurred as a result of the loss, misuse, or unauthorized disclosure of NCDHHS Data by the County will be the responsibility of the County.

The County shall report any suspected or confirmed privacy or security breach or incident involving the NCDHHS Data to the NCDHHS Office of Privacy and Security via electronic mail and the Office's website: <http://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>, within 24 hours after the suspected or confirmed breach is first discovered. The County shall report any suspected or confirmed privacy or security breach involving Social Security Administration or Federal Tax Information data to: (i) the NCDHHS Office of Privacy and Security via the online incident reporting tool at the link above, or if after normal business hours, (ii) the NCDHHS Chief Information Security Officer via the phone numbers listed at the link above, **IMMEDIATELY** and within 60 minutes after the suspected or confirmed privacy or security breach is first discovered. The County acknowledges and agrees that it must make immediate reports of any suspected or confirmed breach involving SSA or FTI data in the manner set forth above in order to enable the Agency to fulfill the Agency's obligation to report the suspected or confirmed breach to the SSA or IRS (as applicable) within one hour after it is first discovered.

The County will collaborate and cooperate with the Agency regarding investigation, actions and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving NCDHHS Data.

If the County experiences a security breach involving NCDHHS Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the NCDHHS Office of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving NCDHHS Data will be the responsibility of the County.

7. CONTACTS

The Parties mutually agree that the following named individuals will be designated as points of contact for the MOA on behalf of the Agency and the County:

For NCDHHS:

Pyreddy Reddy Chief Information Security officer N.C. DHHS Privacy and Security Office 695 Palmer Drive Raleigh, NC 27605 Phone: (919) 855-3090 Fax: (919) 733-1524 Email: pyreddy.reddy@dhhs.nc.gov	
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For County:

Lynn S. Fields, Director PO Box 1105 Clinton, NC 28329 910-592-7131, ext. 3204 Fax: 910-592-3763 Email: lynn.fields@sampsondss.net	
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The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. LIABILITY AND INDEMNIFICATION

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and neither Party shall seek indemnification from the other.

This MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. § 143A-6 or other authority.

9. MONITORING AND AUDITING

The IRS, SSA, any other federal agency or the Agency, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas to be inspected include record keeping, secure storage, limited access, disposal, and computer security systems such as those described in IRS Publication 1075. The County and the Agency will work together to correct any deficiencies identified during any internal inspection. The Agency may opt to utilize the County representatives for compliance validation.

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office will conduct privacy and security assessments based on NIST Standards, Federal, State and DHHS Privacy and security requirements,

10. DURATION OF AGREEMENT AND MODIFICATION

This MOA is effective on July 1, 2024, and shall continue for an initial term of 24 months following the effective date, through and including June 30, 2026.

The Parties shall review this MOA as deemed necessary by the Agency, or upon the written request of either the Agency or the County to the other party, or whenever a State or Federal statute is enacted that material affects the substance of this MOA, in order to determine whether it should be revised or renewed, as applicable.

Notwithstanding all other provisions of this MOA, the Parties agree that this MOA may be amended at any time by written mutual consent of both Parties.

11. GOVERNING LAW

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, are governed by the laws of North Carolina. The place of this MOA and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12. OTHER PROVISIONS/SEVERABILITY

Nothing in this MOA is intended to conflict with current federal or state laws or regulations, or any governing policies of the County or the Agency. If any term of this MOA is found by any court or other legal authority or is agreed by the Parties to be in conflict with any law or

regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this MOA shall remain in full force and effect.

13. ENTIRE AGREEMENT

This MOA and any amendments 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.

14. TERMINATION

The Parties may terminate this MOA at any time upon mutual written agreement. In addition, either party may terminate this MOA upon 90 days' advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In the event this MOA is terminated unilaterally by the County, the Agency will suspend the flow of NCDHHS Data to the County until a superseding written agreement is executed by the Parties.

The Agency may immediately and unilaterally suspend the flow of NCDHHS Data to the County under this MOA, or terminate this MOA, if the Agency, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of NCDHHS Data; (ii) provided unauthorized access to NCDHHS Information Systems; or (iii) violated or failed to follow the terms and conditions of this MOA.

PROGRAM INCOME RELATED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS, The Sampson County has received an allocation of funds from the Coronavirus “State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF”) established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”).

WHEREAS, The County shall comply with the terms of ARPA, and the U.S. Department of Treasury’s (“Treasury”) federal regulations governing the spending of CSLFRF funds, including the [Final Rule](#), and Treasury’s regulations governing expenditures of CSLFRF funds, including the [Award Terms and Conditions](#), [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) (together the “Federal regulations”), and any additional guidance Treasury has issued or may issue governing the spending of CSLFRF funds.

WHEREAS, The County shall comply with the [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part § 200](#) (the “Uniform Guidance”); and

WHEREAS, The County shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, [2 C.F.R. § 200.307](#), and as stipulated in [Compliance and Reporting Guidance for the State and Local Recovery Funds](#), which provides: “Recipients of CSLFRF funds should calculate, document, and record the organization’s program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.”¹ Now, therefore, be it

Resolved, That the governing board of Sampson County hereby adopts and enacts the following policies and procedures for the use of program income earned from the expenditure of CSLFRF funds pursuant to the ARP/CSLFRF award.

PROGRAM INCOME POLICY

I. PURPOSE AND SCOPE

Sampson County enacts the following procedures for its use of program income earned from the expenditure of CSLFRF funds to ensure compliance with the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, the ARP/CSLFRF award, and all applicable Federal regulations governing the use of program income. The County agrees to administer program

¹ Compliance and Reporting Guidance, p. 9.

income according to the requirements set forth in this policy and as required by the Federal regulations and State law.

The responsibility for following this policy lies with the Sampson County Finance Officer, who is charged with the administration and financial oversight of the ARP/CSLFRF award. Questions on the use and/or reporting of program income should be directed to the Sampson County Finance Officer.

II. DEFINITIONS²

- a. *ARP/CSLFRF award* means the Federal program governing the use of Coronavirus State and Local Fiscal Recovery Funds as provided in the [Assistance Listing](#) and as administered by the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Pub. L. No. 117-2 (Mar. 11, 2021).
- b. *CSLFRF funds* means the portion of Federal financial assistance from the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds (collectively “CSLFRF”) awarded to the County pursuant ARPA.
- c. *Federal award* means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101. The Federal award is the instrument setting forth the terms and conditions of the grant agreement, cooperative agreement, or other agreement for assistance.
- d. *Federal awarding agency* means the Federal agency that provides a Federal award directly to a non-Federal entity.
- e. *Federal financial assistance* means the assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions, direct appropriations, food commodities, or other financial assistance, including loans.
- f. *Federal program* means all Federal awards which are assigned a single Assistance Listings Number.
- g. *Non-Federal entity* means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- h. *Period of performance* means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. The period of performance for the ARP/CSLFRF award ends December 31, 2026.
- i. *Program income* means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in [§ § 200.307\(f\)](#).

² Excluding the first two, the definitions in this section are found in 2 C.F.R. 200.1.

III. PROGRAM INCOME OVERVIEW

For purposes of this policy, program income is the gross income earned by the County that is directly generated by a supported activity or earned as a result of the ARP/CSLFRF award during the period of performance, which closes December 31, 2026. 2 CFR 200.1.

Program income includes, but is not limited to, the following sources of income:

- The collection of fees for services performed.
- Payments for the use or rental of real or personal property.
- The sale of commodities or items fabricated under the Federal award.
- The payment of principal and interest on loans made under the Federal award.

Program income does not include fees or revenue from the following:

- The use of rebates, credits, discounts, and interest earned on any of them.
- Governmental revenues, such as taxes, special assessments, levies, or fines.
- Proceeds from the sale of real property, equipment, or supplies.³

IV. USE OF PROGRAM INCOME

[2 C.F.R. § 200.307\(e\)](#) sets forth three methods for how program income may be used: the deduction method, the addition method, and the cost sharing/matching method. Treasury has indicated that program income earned pursuant to expenditures of CSLFRF shall be accounted for pursuant to the addition method [2 C.F.R. § 200.307\(e\)](#). The County agrees to add program income to the total award amount and expend it on eligible projects during the period of performance.⁴

V. REPAYMENT OF PRINCIPAL AND INTEREST ON LOANS MADE WITH ARP/CSLFRF FUNDS

Treasury has imposed different requirements on loans of CSLFRF funds under the revenue loss category and loans of CSLFRF under other expenditure categories. The County agrees to appropriately account for the repayment of loaned CSLFRF funds according to the ARP/CSLFRF award terms, as follows:

- (1) Loans made under the revenue loss eligibility category.** Loans of CSLFRF funds under the revenue loss eligibility category may be considered to be expended at the point of disbursement to the borrower, and repayments on such loans are not subject to

³ 2 C.F.R. 200.1 and 2 C.F.R. 200.307 each define and limit the sources of program income.

⁴ Treasury updated its guidance on 4/27/2022 to clarify that the addition method applies to all program income generated from the ARP/CSLFRF award expenditures. The addition method allows units to spend program income on any other ARP-eligible project. See [FAQ 13.11](#).

program income requirements.⁵ Accordingly, the County shall not separately account for the repayment of principal and interest on loans of CSLFRF under the revenue loss eligibility category.

(2) Non-revenue loss loans (i.e., loans made under the public health emergency/negative economic impacts category and/or the necessary water, sewer, and broadband infrastructure category)

- a. **Loans that mature or are forgiven on or before December 31, 2026:** The County shall add the repayment of principal and interest (program income) to the ARP/CSLFRF award pursuant to 2 C.F.R. 200.317(e)(2). When the loan is made, the County shall report the principal of the loan as an expense. The County shall expend the repayment of principal only on eligible uses and is subject to restrictions on the timing of the use of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award.
- b. **Loans with maturities longer than December 31, 2026:** The County is not required to separately account for the repayment of principal and interest on loans of CSLFRF with maturities after the ARP/CSLFRF award's period of performance. The County shall expend ARP/CSLFRF funds for only the projected cost of the loan. The County shall project the cost of the loan by estimating the subsidy cost according to one of the calculation methods outlined in Treasury's Final Rule FAQs, question 4.9 (updated 4/27/22).

(3) Contributions to revolving loan funds: The County may contribute funds to a revolving loan fund if the loaned SLFRF funds are restricted to financing eligible uses. The amount of CSLFRF funds contributed to a revolving loan fund must be limited to the projected cost of loans made over the life of the revolving loan fund, following the approach described above for loans with maturities longer than December 31, 2026.

- a. Any contribution of CSLFRF revenue loss funds to a revolving loan fund shall follow the approach of loans funded under the revenue loss eligible use category outlined in Section V, paragraph 1.⁶

VI. ALLOCATION OF PROGRAM INCOME

The County shall only expend program income on costs that are reasonable, allocable, and allowable under the terms of the ARP/CSLFRF award.⁷ To adhere to these requirements, the County shall comply with the cost principles included in 2 C.F.R. § 200, as outlined in the County's allowable cost policy. The County shall allocate program income to the ARP/CSLFRF award in proportion to the pro rata share of the total funding (e.g., if CSLFRF funds cover half of

⁵⁵ [Final Rule FAQ 4.9](#).

⁶ *Id.*

⁷ 2 C.F.R. § § 200.404, 408.

a project's cost, with general revenue covering the other half, the unit shall allocate 50% of any program income earned to the ARP/CSLFRF award and account for its use pursuant to § 200.307).

VII. ADDITIONAL PROGRAM INCOME REQUIREMENTS

- (a) **Identifying, Documenting, Reporting, and Tracking.** To ensure compliance with the requirements of program income as outlined by the Federal regulations, the terms and conditions of the ARP/CSLFRF award, and the requirements set forth herein, each department shall identify potential sources of program income and properly report the program income for the period in which it was earned and dispersed.

Program income shall be accounted for separately. The County shall not commingle program income earned from programs supported by ARP/CSLFRF funds with the general award of ARP/CSLFRF funds the County received from Treasury. Any costs associated with generating program income revenue shall be charged as expenditures to the ARP/CSLFRF award.

- (b) **Program Income Earned After the Period of Performance.** The County shall have no obligation to report program income earned after the period of performance (December 31, 2026). However, the County shall report program income expended after the period of performance if that program income was earned on or before December 31, 2026.
- (c) **Subawards.** The County agrees to ensure that any subrecipient of ARP/CSLFRF funds abides by the award of the terms and conditions of this policy and is aware that the subrecipient is responsible for accounting for and reporting program income to the County on a monthly basis.
- (d) **Compliance with State law.** Program income shall not be expended for purposes prohibited under State law.
- (e) **Subject to Audit.** The County recognizes that its use of program income may be audited and reviewed for compliance with Federal laws and regulations, State law, and the terms of the ARP/CSLFRF award.

VIII. IMPLEMENTATION OF POLICY

The Sampson County Finance Officer will adopt procedures to identify potential program income during the project eligibility and allowable cost review, document actual program income, and follow the requirements in this policy related to the treatment of program income.

**PROPERTY MANAGEMENT RELATED TO THE EXPENDITURE OF AMERICAN
RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
BY NORTH CAROLINA LOCAL GOVERNMENTS**

WHEREAS Sampson County, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) (v2.1 November 2021) provides, in relevant part:

Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

WHEREAS Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with ARP/CSLFRF funds;

BE IT RESOLVED that the governing board of Sampson County hereby adopts and enacts the following UG Property Management Policy for the expenditure of ARP/CSLFRF funds.

PROPERTY MANAGEMENT POLICY

I. POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF).

2 CFR 200.311 through 2 CFR 200.316 detail property standards related to the expenditure of ARP/CLSRF funds. Sampson County, hereinafter County shall adhere to all applicable property standards, as detailed below.

II. DEFINITIONS

The following definitions from 2 CFR 200.1 apply in this policy.

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible [personal property](#) (including information technology systems) having a useful life of more than one year and a per-unit [acquisition cost](#) which equals or exceeds the lesser of the capitalization level established by the County for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in this section.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Personal property: property other than [real property](#). It may be tangible, having physical existence, or intangible.

Property: [real property](#) or [personal property](#).

Real property: land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible [personal property](#) other than those described in the definition of equipment in this section. A computing device is a supply if the [acquisition cost](#) is less than the lesser of the capitalization level established by the local government for financial statement purposes or \$5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

III. REAL PROPERTY

Title to Real Property: Title to real property acquired or improved with ARP/CSLFRF funds vests with the County. 2 CFR 200.311(a).

Use of Real Property: Real property acquired or improved with ARP/CSLFRF funds must be used for the originally authorized purpose as long as needed for that purpose, during which time the County must not dispose of or encumber its title or other interests. 2 CFR 200.311(b).

Insurance of Real Property: The County must provide the equivalent insurance coverage for real property acquired or improved with ARP/CSLFRF funds as provided to property owned by the County. 2 CFR 200.310.

Disposition of Real Property: When the County no longer needs real property purchased with ARP/CSLFRF for ARP/CSLFRF purposes, the County must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:

1. The County retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the County is disposing of real property acquired or improved with ARP/CSLFRF funds and acquiring replacement real property under the ARP/CSLFRF, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. The County sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the County is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
3. The County transfers title to US Treasury or to a third party designated/approved by US Treasury. The County is entitled to be paid an amount calculated by applying the

County's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR 200.311(c).

IV. EQUIPMENT

Title to Equipment: Title to equipment acquired or improved with ARP/CSLFRF funds vests with the County. 2 CFR 200.313(a).

Use of Equipment: The County must use equipment acquired with ARP/CSLFRF funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the ARP/CSLFRF award, and the County must not encumber the property without prior approval of US Treasury. 2 CFR 200.313(a)(1)-(2).

When no longer needed for the original project, the equipment may be used in other activities supported by a Federal awarding agency, in the following order of priority:

1. Activities under a Federal award from the Federal awarding agency which funded the original project, then
2. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems. 2 CFR 200.313(c)(1).

During the time that equipment is used on the project for which it was acquired, the County must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR 200.313(c)(2).

Noncompetition: The County must not use equipment acquired with the ARP/CSLFRF funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR 200.313(c)(3).

Replacement Equipment: When acquiring replacement equipment, the County may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR 200.313(c)(4).

Management of Equipment: The County will manage equipment (including replacement equipment) acquired in whole or in part with ARP/CSLFRF funds according to the following requirements.

1. The County will maintain sufficient records that include
 - a) a description of the property,
 - b) a serial number or other identification number,

- c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
 - d) who holds title,
 - e) the acquisition date,
 - f) cost of the property,
 - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
 - h) the location, use and condition of the property, and
 - i) any ultimate disposition data including the date of disposal and sale price of the property.
2. The County will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.
 3. The County will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the County.
 4. The County will develop and implement adequate maintenance procedures to keep the property in good condition.
 5. If the County is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: The County must provide the equivalent insurance coverage for equipment acquired or improved with ARP/CSLFRF funds as provided to property owned by the County. 2 CFR 200.310.

Disposition of Equipment: When the equipment is no longer needed for its original ARP/CSLFRF purpose, the County may either make the equipment available for use in other activities funded by a Federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 CFR 200.313(e).

1. Equipment with a per-item fair market value of less than \$5,000 may be retained, sold or transferred by the County, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than \$5,000 may be retained or sold by the County. The County must establish proper sales procedures, in accordance with state law, to ensure the highest possible return. The County must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current

market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit the County to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to the County for its attributable compensation for its attributable percentage of the current fair market value of the property.

V. SUPPLIES

Title to Supplies. Title to supplies acquired with ARP/CSLFRF funds vests with the County upon acquisition. 2 CFR 200.314(a).

Use and Disposition of Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the ARP/CSLFRF project and the supplies are not needed for any other Federal award, the County must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 CFR 200.314(a).

Noncompetition. As long as the Federal Government retains an interest in the supplies, the County must not use supplies acquired under the ARP/CSLFRF to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 CFR 200.314(b).

VI. PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with ARP/CSLFRF funds must be held in trust by the County as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require the County to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. 2 CFR 200.316.

VII. IMPLEMENTATION OF POLICY

Sampson County Finance Officer shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with ARP/CSLFRF funds. At a minimum, those procedures must address the following:

- Ensure proper insurance of property
- Document proper use of property
- Working with the Sampson County Finance Officer, record and maintain required data records for equipment

- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property

SOLID WASTE and RECYCLABLES COLLETION AGREEMENT

This SOLID WASTE and RECYCLABLES COLLECTION AGREEMENT

(this "Agreement") is made and entered into this ___ day of July, 2024 by and between WASTE INDUSTRIES, LLC dba GFL ENVIRONMENTAL a North Carolina limited liability company (the "Company"), and SAMPSON COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate (the "County").

RECITALS

A. The County desires to ensure the economical and environmentally sound collection of Acceptable Solid Waste and Recyclables (as defined herein) and for the ultimate disposal of such Acceptable Solid Waste at a sanitary landfill and ultimate processing of Recyclables at a reputable Processer through this Agreement.

B. The Company is in the business of the collecting of solid waste and recyclables and the disposal of solid waste.

C. The County desires to engage the Company for provision of services related to its convenience centers and the Company desires to provide such services, all as further set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. As used herein, the following terms shall have the following meanings:

a. "Acceptable Solid Waste" means all solid waste accepted at the County Convenience Sites from individual residents of the County which is acceptable for disposal at the Disposal Facility, including Household Waste, but specifically excluding Unacceptable Waste.

b. "Agreement" means this Solid Waste and Recycling Management Agreement, as it may hereafter be amended.

c. "Applicable Law" means all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

d. "County Convenience Sites" means the convenience centers owned by the County for receipt of Acceptable Household Waste and Recyclables from County residents and further identified on Attachment A.

e. “Disposal/Processing Facility” means the current locations of Sampson County Disposal Landfill located in Roseboro, NC and Sonoco Recycling Center in Raleigh, NC. In the event such facility becomes unavailable for any reason, “Disposal/Processing Facility” will mean an alternate disposal site, transfer station or recycling processor mutually agreed to by the parties, which facility is, to the Company’s knowledge, in compliance with all Applicable Laws. A change in Disposal/Processing Facility may or may not adjust the cost per haul or cost per ton. Also includes any facility for specific materials (recycling or otherwise) as directed by County that the Company can haul with existing certifications and equipment.

f. “Household Waste” means solid waste that is regularly generated or produced by the occupants of a residential dwelling unit during the course of daily activities or in the course of using the dwelling for a residential purpose, including, but not limited to, food scraps, cardboard, bottles, drink cans, paper, wrappings, clothing, and furniture. Household Waste shall not include Unacceptable Solid Waste.

g. “Initial Term” has the meaning set forth in Section 2.

h. “Recyclables” means empty aluminum and bi-metal beverage cans; empty clear, green or brown glass bottles and food jars; empty plastic containers that pour with a neck smaller than the base of the bottle; (does not include motor oil or pesticide); newsprint and inserts; mixed paper (copy paper, notebook paper, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over ¼ inch thick), corrugated cardboard and other items deemed now or at a later date to be recyclable This list may be amended or updated from time to time by mutual agreement of the parties; based on the market and demand for such materials and/ or the impact on transportation and processing costs. Currently there is no processing charge for this list of recyclables. If in the future, Sonoco begins charging a processing fee for this list of materials and or changes list of materials, Company will present County with all options/choices for materials to be recycled and processors used to result in best financial choice for County. Any processing fee charged will be billed at actual cost. Documentation will be provided for any processing fees.

i. “Renewal Term” has the meaning set forth in Section 2.

j. “Services” has the meaning set forth in Section 4.

k. “Term” has the meaning set forth in Section 2.

l. “Unacceptable Solid Waste” means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations

thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the Disposal Facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, dead animals, animal parts, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended;

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Disposal Facility or because of its size, durability or composition cannot be managed or disposed of at the Disposal Facility or has a reasonable possibility of otherwise adversely affecting the operation of the Disposal Facility outside the normal usage expected for the facility; and

(iv) without limiting the foregoing, any other wastes that require special handling or approval from any environmental authority or agency, liquid waste and medical waste.

- i. “White Goods” means any and all household appliances (such as washing machines, refrigerators, stoves, etc.).

2. Term. This Agreement shall be effective for a period beginning July 1, 2024, and ending on June 30, 2029(the “Initial Term”). The parties may mutually agree to extend this Agreement thereafter for additional five year renewal terms (each a “Renewal Term”, and together with the Initial Term, the “Term”) by mutual agreement of the parties expressed in writing prior to the conclusion of any then current five year term.

3. Insurance. The Company shall at all times during the Term maintain in full force and effect Workers’ Compensation, Employers’ Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Company will name the County as additionally insured for purposes of this contract. The Company agrees to furnish the County with Certificates of Insurance or other evidence reasonably satisfactory to the County to evidence that such insurance has been procured and is in force. Such certificates will contain a provision that the policies will not be cancelled without providing the County with 30 days’ written notice. Insurance coverages will be in at least the following amounts:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$5,000,000 each occurrence
Damage to Rented Premises	\$1,000,000 each occurrence
Medical Expense	\$10,000 any one person
Personal & Adv Injury	\$5,000,000
General Aggregate	\$20,000,000
Products-Comp/OP AGG	\$5,000,000
Loc/Project Agg	\$5,000,000
Automobile Liability	\$5,000,000 combined single occurrence
Umbrella Liability	\$7,500,000 each occurrence
	\$7,500,000 aggregate
Worker's Compensation	\$5,000,000 each accident

4. Services.

(a) The County hereby grants to the Company the exclusive right to provide services at the County Convenience Sites as listed on Attachment A. Company will meet with County on a yearly basis to discuss service, equipment and issues that may financially benefit the Company and/or improve customer service to its citizens.

(b) The Company will assign qualified personnel in connection with provision of all Services. All Company employees providing the services will wear appropriate uniforms that display the name of the Company and identify the individual as an employee of the Company. Each employee will carry a valid operator's license for the type of vehicle such employee is required to operate. All Company employees will receive appropriate operation and safety training.

(c) All waste being transported by the Company will be so contained that leaking, spilling or blowing of the contents from the vehicle or container is prevented. In the event of spillage from a Company vehicle, the Company shall immediately clean up the litter.

(d) The Company will not be required to collect or transport any waste other than Acceptable Solid Waste and Recyclables, provided that the Company will promptly notify the County of any hazardous or otherwise unacceptable waste.

(e) The Company will enforce solid waste disposal rules, as promulgated by the County, at the County Convenience Sites.

(f) The Company will furnish and maintain all containers, equipment, and vehicles needed to operate the County Convenience Sites effectively and efficiently. Routine maintenance of equipment will be scheduled so as not to interfere with daily operations. The Company will also provide all signage at the Sites, lawn maintenance and weed control, utilities and telephones (which are the expense of the Company), and portable toilets at sites where septic tanks are not currently available.

(g) The Company will furnish all needed supplies required by the Company's employees to perform their job duties.

(h) The Company will also be responsible for daily cleanup of the County Convenience Sites.

(i) Additional services to be performed by the Company are set forth in Attachment A, which is attached hereto and incorporated herein by reference.

5. Rates; Payment.

(a) The County will not be charged for any of these services described in this agreement including Attachment A for the period July 1, 2024, through June 30, 2026. No less than ninety (90) days prior to June 30, 2026, Company and County will meet to negotiate the rates for all services beginning July 1, 2026. Documentation will be provided to negotiate these services. These rates will not be unreasonably refused. In the event that the parties are unable to agree upon rates for services beginning July 1, 2026, this Agreement shall terminate.

(b) The fees shall be increased on an annual basis on the first day of July of each year of the term beginning July 1, 2027, to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for the Month of December. Should that rate exceed 3% in any year, then both parties will negotiate in good faith to determine an adjustment in excess of 3% that will be paid.

(c) Additional adjustments to rates will be requested and not unreasonably withheld, due to increases in cost due to taxes, increase in minimum wage laws, fees, and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or permit condition that was not imposed directly because of the action or inaction of the Company. Documentation will be provided to support any request for adjustment. In the event that the parties are unable to agree upon rate adjustments, this Agreement shall terminate.

(d) Operational changes may occur from time to time that may be in the best interest of the County and the Company, These changes may include but are not limited to the following: adding or reducing the number of sites; changing the location of sites; adding or reducing the number of containers or pieces of equipment; increasing or decreasing the level of service; Redesigning the sites to take advantage of technology or in response to changes in governmental regulations; any rate adjustment related to increased costs of fuel that are agreed upon by both parties; natural disaster or other acts of nature, including but not limited to floods, hurricanes, ice storms, etc., that can increase the normal volumes of solid waste at any site; extra services performed outside the normal working hours of the Company.

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

6. Company Covenants.

(a) The Company will perform the Services in a fair and efficient manner and in compliance with all applicable laws.

(b) The Company will be responsible for obtaining and maintaining all permits or licenses required for the operation of its business in the County and the State of North Carolina.

(c) The Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age or ancestry.

(d) At all times during the performance of this Agreement, the Company shall fully comply with the E-Verify provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any subcontractors utilized by the Company.

7. Company Breach. In the event the County reasonably determines that the Company is in breach of any of its obligations hereunder, the County may send written notice of such breach to the Company. The Company will have thirty (30) days within which to cure such breach, or, if the breach will take longer than thirty (30) days to cure, to implement reasonable measures to cure such breach. If the breach is not cured within such period (or if reasonable measures to cure have not been undertaken), the County may terminate this Agreement and retain all remedies available at law or in equity. In the alternative, if the Company reasonably objects to the claim of breach, the Company will respond in writing to the County within fifteen (15) days of receipt of the notice of breach with its justification for objection. The parties will attempt in good faith to resolve such dispute for up to thirty (30) days thereafter.

8. Assignment. No assignment by the Company will be binding upon the County, unless such assignment has had prior written approval and consent of the County. However, Company may assign this Agreement to an affiliate of Company without the prior approval of County, provided that the Company shall continue to remain obligated hereunder notwithstanding said assignment

9. Reports. Company will submit monthly project reports, including year –to-date information for the length of the contract period. Reports shall be submitted to Solid Waste Superintendent by the 10th of each month. The Company will provide an annual year-end report

to the department in August of each year for contract year July 1 through June 30. Information in all reports will be mutually agreed upon by both County and Company.

10. Severability. If any provision of this contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force.

11. Notice. A letter addressed and sent by certified United States mail return receipt requested to either party at its business address specified below, shall be sufficient notice whenever required for any purpose in this contract.

If to Company, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Ted Habets
Fax: (919) 325-3000

If to County, to:

Sampson County
406 County Complex Road, Building C
Clinton, NC 28328
Attn: County Manager

12. Indemnification. The Company will indemnify and hold the County and all of its agents and employees from and against any and all claims, losses, damages, injuries, costs (including court costs and reasonable attorneys' fees), charges, liabilities or exposure (collectively, "Losses"), however caused, resulting from, arising out of or in any way connected with a willful or negligent act or omission of the Company, its officers, agents, and servants in its or their performance under this Agreement or the non-performance of the terms or the Company's obligations under this Agreement; provided, however, that the Company will not be liable for any Losses to the extent caused, resulting from or arising out of a willful or negligent act or omission of the County, its officers, council persons, agents, servants, and employees.

13. Grant or Right. The Company will be the only person or entity authorized by the County to provide the services set forth in this Agreement within the County.

14. Force Majeure. The parties shall not be liable for failure to perform under this Agreement (other than failure to pay any amounts due hereunder) if that failure arises out of causes beyond the control and without the fault or negligence of the party relying thereon. Such causes may include, but not be limited to, acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of the party relying thereon.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

(b) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Independent Contractor. The Company is an independent contractor and nothing contained in this Agreement shall constitute or designate the Company, any of its agents or employees as agents or employees of the County.

(d) Amendments. This Agreement may only be amended in writing and executed by both parties hereto.

(Signatures on next page)

IN WITNESS WHEREOF, this **SOLID WASTE and RECYCLABLES COLLECTION** Agreement is made and entered into as of the date first set forth above.

WASTE INDUSTRIES, LLC
Db a GFL ENVIRONMENTAL

SIGNATURE

TITLE

ATTEST

TITLE

SAMPSON COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK

County Clerk attests this ____ day _____ of _____.

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

By: _____
County Finance Officer

Attachment A
Sampson County Convenient Sites

Sampson County Convenient Sites, Service, Staff, Equipment, Hours, and Compensation:

The Company will provide collection of materials at the convenience centers as detailed below:

Municipal Solid Waste: The Company will supervise the placement of municipal solid waste into the trash compactor or other suitable container.

Bulky Items and C&D: The Company will supervise the deposit of bulky items resulting from normal household activities only into the appropriate container at the Snow Hill Convenience Center.

White Goods and Scrap Metals: The Company will supervise the deposit of white goods and scrap metals into the scrap metal container. Currently at the Spivey Corner and Ingold sites, appliances containing freon will not be crushed on site.

Recycling Drop-Off Containers: The Company will supervise the recycling drop-off containers, encourage recycling, and assist customers in determining the proper container for recyclable materials. The Company will provide for the emptying and marketing of these materials. The recyclables collected will include at a minimum, but not limited to: (i) aluminum cans, (ii) PETE and HDPE plastic bottles and jugs, (iii) glass containers, and (iv) newspapers.

E-Waste: The Company will supervise the E-Waste sites for proper disposal. The Company will provide proper disposal according to all applicable regulations, state and federal. Currently, white goods are only collected at Ingold and Spivey's Corner sites.

The Company agrees that in the performance of this Agreement the Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or ancestry.

The Company will comply with the applicable solid waste laws of the State of North Carolina, the rules and regulations promulgated thereunder, and the rules and regulations of the Counties, and with all other federal, state, and county laws and regulations applicable.

<u>Site</u>	<u>Physical Location</u>
Autryville Inventory: 1 Compactor, 1 Recycle Open Top 30 yard and 1 Front End OCC County Owned Site	1404 Pumpkin town Rd.

Dismal 13371 Dunn Rd.
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard and 1 Front End OCC
County Leased Site

Giddensville 337 Goshen Church Rd.
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard and 1 Front End OCC
County Leased Site

Harrells 2608 Wildcat Rd.
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard
County Leased Site

Ingold 950 Ezzel Rd.
Inventory: 1 Compactor
Note leave White Goods and E-Waste
County Leased Site

Keener 285 Potato House Rd.
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard and 1 Front End OCC
County Owned Site

McDaniels 2351 McDaniels Rd
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard
County Leased Site

Mt Gilead 4270 Taylors Bridge Hwy
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard, 1 Front End OCC and 1 Connex
County Leased Site

Newton Grove 617 Kornegay Town Rd.
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard and 1 Front End OCC
County Owned Site

Snow Hill 6910 Roseboro Hwy
Inventory: 2 Compactors, 1 Recycle Open Top 30 yard
County Owned Site

Spivey's Corner 1564 Plainview Hwy
Inventory: 2 Compactors, 1 Recycle Open Top 30 yard, 1 Scrap Metal Open Top 30
yard
County Leased Site

Turkey 1915 SR-1915
Inventory: 1 Compactor, 1 Recycle Open Top 30 yard and 2 Front End OCC
County Leased Site

Hours of operation at the convenience centers will be as follows:

Giddensville: Tuesday and Thursday
 7:00 AM - 11:00 AM
 12:30 PM - 5:30 PM
 Saturday
 8:00 AM - 5:00 PM

Landfill Site: Monday - Saturday
 8:00 AM - 5:00 PM
 Sunday
 2:00 PM - 6:00 PM

All Other Sites: Ten (10) locations

 Monday - Wednesday, and Friday
 7:00 AM - 11:00 AM
 12:30 PM - 5:30 PM
 Saturday
 8:00 AM - 5:00 PM
 Sunday
 2:00 PM - 6:00 PM

Due to emergency conditions including major storms (for short periods), the County may require extended or alternate hours for convenience centers.

Convenience centers are closed each year on the holiday schedule as recognized by the County.

New Years Day Easter Sunday Memorial Day
Independence Day Labor Day Thanksgiving Day
Christmas Day

Site staffing, and additional services are listed below:

The Company will provide a full-time Operational Supervisor, and site attendants. Staff will have all necessary state certifications and training.

The position descriptions listed below will be the minimum acceptable requirements and duties.

The Operations Supervisor will supervise other site staff, communicate County and policy decisions to site attendants for implementation, serve as the contact person, and prepare reports of site operations. The supervisor will be available in the county to receive and respond to inquiries with respect to the services supplied through this Agreement. He or she will report to the County any problems that could not be resolved at the sites.

The Operations Technician (site attendants) will control, direct, and monitor site traffic and material flow. Operate all site equipment and handle cardboard (including the assistance of breaking down boxes when necessary and other designated recyclable materials. The technician will step outside the site office/shed to greet and assist each customer, especially those who are handicapped and frail, with disposal and recycling tasks. He or she will have good public relations skills and be able to convey the program requirements of the County to the public/private sector. These duties will include distributing Program flyers to the customers.

The Company will enforce disposal procedures and rules, as designated by the County, at the sites.

The Company's additional responsibilities at the convenience sites will include:

- (1) Provide all signage at the sites
- (2) Lawn maintenance and weed control
- (3) Utilities and phone bills
- (4) Portable toilets, where well and septic tank are not currently available
- (5) Minor landscaping
- (6) Transportation of all solid waste and recyclable materials collected at the sites

The Company's responsibilities will also include:

Construction, site improvements and repairs which include the following:

- (1) Water and septic tank maintenance
- (2) Site grading to include gravel and rock
- (3) Aerial lighting
- (4) Fencing and gates including maintenance.
- (5) Concrete pads and walls
- (6) Landscaping, to include tree removal
- (7) Paving (if applicable)
- (8) Egress and ingress of sites
- (9) Ensure that utilities are available at sites
- (10) Operator house/shed equipped with air conditioning & Heat

E-Waste site Storage:

The Company provides and maintains two car-port buildings for the storage of e-waste materials at two current sites (Ingold and Spivey's Corner); and the continued assistance by the Company with the packaging and management of e-waste materials collected at such sites.

**RESOLUTION BY THE COUNTY OF SAMPSON
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING THE
SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Sampson County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this County to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Sampson County hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

ADOPTED this the 8th day of July, 2024.

R. JEROL KIVETT, Chairman
Sampson County Board of Commissioners

ATTEST:

STEPHANIE P. SHANNON, Clerk to the Board



Frequently Asked Questions on the Kroger Settlement and Second Supplemental Agreement for Additional Funds (“SAAF-2”)

Updated June 11, 2024

CONTENTS

PART 1: KROGER SETTLEMENT.....	1
PART 2: SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS (“SAAF-2”).....	4

PART 1: KROGER SETTLEMENT

1. What is the purpose of this FAQ?

Part 1 of this FAQ answers questions about the Kroger Settlement, and Part 2 answers questions about the Second Supplemental Agreement for Additional Funds (“SAAF-2”).

2. What if there is a discrepancy between this FAQ and the Kroger Settlement or SAAF-2?

If there is a discrepancy between this FAQ and the Kroger Settlement or SAAF-2, then the Kroger Settlement or SAAF-2 take precedence. This FAQ is an effort to explain the Kroger Settlement and SAAF-2 in user-friendly terms, but this FAQ is not itself a binding legal document.

3. What is the Kroger Settlement?

In addition to the national opioid settlements with the “big three” drug distributors plus Johnson & Johnson (“Wave One Settlements”) and the national settlements with CVS, Walgreens, Walmart, Allergan and Teva (“Wave Two Settlements”), Attorney General Josh Stein helped negotiate a national settlement with the Kroger Company (“Kroger”) regarding the unlawful dispensing of opioids from pharmacies in the grocery stores it operates, including at Harris-Teeter grocery stores. Read the press release [HERE](#).

4. How much money will the Kroger Settlement bring to North Carolina?

North Carolina's state and local governments stand to receive just over \$40 million from the Kroger Settlement, in addition to amounts they may receive from the Wave One Settlements, Wave Two Settlements, and relevant bankruptcy resolutions.

5. Which North Carolina local governments will receive funds from the Kroger Settlement?

The same local governments that receive funds from the Wave One Settlements (governed by the 2021 Memorandum of Agreement or "MOA") and the Wave Two Settlements (governed by the 2023 Supplemental Agreement for Additional Funds (or "SAAF")) will receive funds under the Kroger Settlement.

To be more specific: Local governments entitled to receive direct payments under the settlements are the 100 North Carolina counties plus any municipality that either filed suit against opioid defendants, or had a population of 75,000 or more in 2019, or both.

Based on those criteria, the municipalities entitled to receive funds from the Kroger settlement are Asheville, Canton, Cary, Charlotte, Concord, Durham, Fayetteville, Gastonia, Greensboro, Greenville, Henderson, Hickory, High Point, Jacksonville, Raleigh, Wilmington, Winston-Salem.

Note that some municipalities entitled to receive direct payments under the Wave One and Wave Two settlements have chosen to direct opioid settlement payments to their respective counties. This option is available for the Kroger Settlement as well. Municipalities interested in learning more about this option should email NC DOJ at opioidsettlement@ncdoj.gov.

6. How much funding will North Carolina local governments receive from the Kroger Settlement?

As with the Wave One Settlements and Wave Two Settlements, North Carolina will receive its full share of payments from the Kroger Settlement only if all required local governments sign onto the settlement. And Kroger will agree to finalize the Kroger Settlement only if the vast majority of local governments across the nation sign on.

If all required local governments sign onto the Kroger Settlement in North Carolina, and a sufficient number of local governments join the Kroger Settlement across the nation, then the maximum amount that each local government could receive from the Kroger Settlement is available [HERE](#) on the "Kroger Settlement" page of DOJ's www.MorePowerfulNC.org website.

7. Which local governments need to sign onto the Kroger Settlement for North Carolina to receive the full share of settlement funding to which it is entitled?

Local governments that must sign the Kroger Settlement for North Carolina to receive the full share of settlement funding to which it is entitled include:

- all 100 counties,
- the 17 municipalities listed above that are entitled to receive opioid settlement funds, and
- all other municipalities that had a population of 30,000 or greater in 2019.

8. So there are some municipalities that are asked to sign the Kroger Settlement even though they do not receive direct funding under the settlements? Why is that?

Residents of all municipalities in North Carolina – including those that receive settlement funds directly and those that do not receive settlement funds directly – stand to benefit from state and local programs and services supported with opioid settlement funds.

There are 19 municipalities that signed the Wave One and Wave Two Settlements that are now asked to sign the Kroger Settlement even though they are not entitled to receive direct payments under settlement. By signing onto the Kroger Settlement (along with prior settlements they already joined), these municipalities help ensure that North Carolina receives the full amount of settlement funds to which it is entitled.

9. What actions are required for a local government to join the Kroger Settlement?

To join the Kroger settlement and sign onto the SAAF-2, local governments follow a two-step process:

FIRST, the governing board of the local government passes a new resolution authorizing designated local officials to sign onto the Kroger Settlement and SAAF-2. To assist with this step, a draft resolution template is available [HERE](#) for counties and [HERE](#) for municipalities.

Note that some counties and municipalities may have previously passed resolutions as part of signing onto the Wave One or Wave Two Settlements that provide authorization for local government officials to sign onto the Kroger Settlement. Local governments are encouraged to consult their local legal counsel on the wording of prior resolutions to determine if a new resolution is required.

SECOND, after receiving authorization from their respective governing boards, designated local officials (such as managers or attorneys) will sign onto the Kroger Settlement and SAAF-2 through an electronic sign-on process. We anticipate that on June 14, 2024, all 100 counties and the 36 municipalities identified above will receive an email from the national administrator, Rubris, inviting each local government to sign

onto the Kroger Settlement and SAAF-2. (Rubris will use the email addresses that each local government previously provided to Rubris.)

10. What is the deadline for local governments to sign onto the Kroger Settlement and the SAAF-2?

August 12, 2024 is the deadline to sign onto the Kroger Settlement and the SAAF-2.

11. When will North Carolina receive funds from the Kroger Settlement?

If the sign-on to the Kroger Settlement in North Carolina and across the nation goes well, and Kroger agrees to finalize the settlements (as explained in question 6 above), we anticipate that the first Kroger Settlement payment to the 100 counties and relevant municipalities during Fiscal Year 2024-2025.

The Kroger Settlement payments will be made over 11 years, with roughly equal payments each year.

12. Will local governments have to spend the Kroger funds right away?

No. Under the MOA, SAAF, and SAAF-2, local governments are NOT required to spend funds from the various settlements during the same fiscal year in which the funds are received. Instead, local governments are allowed to develop multi-year plans and to spend opioid settlement funds when it makes most sense for them to do so.

13. How can I learn more about the Kroger Settlement?

Additional information is available [HERE](#) on the “Kroger Settlement” page of DOJ’s www.MorePowerfulNC.org website.

PART 2: SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS (“SAAF-2”)

14. What is the purpose of the Second Supplemental Agreement for Additional Funds From (“SAAF-2”)?

The purpose of the SAAF-2 is to direct funds from the Kroger Settlement to the state of North Carolina and local governments in a manner consistent with the 2021 Memorandum of Agreement (“MOA”) that has governed the distribution, use, and reporting of funds from previous national opioid settlements and bankruptcy resolutions.

15. Under the SAAF-2, do funds from the Kroger Settlement go into the same special revenue fund as funds from the previous national opioid settlements?

The SAAF-2 provides that every local government receiving funds from the Kroger Settlement must do one of the following two things:

1. Deposit the funds from the Kroger Settlement into the same special revenue fund used for funds from the previous national opioid settlements; or
2. Create a separate special revenue fund for funds from the Kroger Settlement if there is a desire to do so.

It is important to understand that the 2021 MOA, 2023 SAAF, and 2024 SAAF-2 allow local governments to combine funds from Wave One Settlements, Wave Two Settlements, Kroger Settlement, and relevant bankruptcy resolutions into a single fund for spending and reporting purposes. Local governments are NOT required to develop separate accounting or reporting requirements for funds from the various settlements.

16. Regarding the USE of opioid settlement funds, how does the SAAF-2 compare to the MOA and SAAF?

Regarding the use of opioid settlement funds, the 2021 MOA, 2023 SAAF, and 2024 SAAF-2 are identical. Funds from the Wave One settlements (under the MOA), Wave Two settlements (under the SAAF and MOA), and Kroger Settlement (under the SAAF-2 and MOA) are all subject to the same rules and guidelines as to how local governments may use those funds.

For example, Option A and Option B (as described in the MOA) apply to funds from the Kroger Settlement the same way they apply to funds from the prior opioid settlements and bankruptcy resolutions. Similarly, all of the auditing, compliance, reporting, and accountability provisions in the MOA apply to funds from the Kroger Settlement in the same way they apply to funds from the prior opioid settlements and bankruptcy resolutions.

17. Regarding the REPORTING of opioid settlement funds, how does the SAAF-2 compare to the MOA and SAAF?

With respect to reporting requirements, funds from the Kroger Settlement (under the SAAF-2) and Wave Two Settlements (under the SAAF) are subject to all the exact same reporting requirements as funds under the Wave One Settlements (under the MOA).

As noted above, the 2021 MOA, 2023 SAAF, and 2024 SAAF-2 allow local governments to combine funds from the various national opioid settlements into a single fund for spending and reporting purposes. The MOA, SAAF, and SAAF-2 do NOT require that local governments develop separate accounting or reporting requirements for funds from different national opioid settlements and bankruptcy resolutions.

18. Regarding the ALLOCATION of opioid settlement funds, how does the SAAF-2 compare to the MOA and SAAF?

Regarding the allocation of opioid settlement funds, the 2021 MOA, 2023 SAAF, and 2024 SAAF-2 are nearly identical:

- The MOA, SAAF, and SAAF-2 direct 15 percent of each payment from the various national opioid settlements to the State of North Carolina.
- The MOA directs 85 percent of each payment from the Wave One Settlements to local governments, including all 100 counties and the 17 municipalities identified in question 5 above.
- The SAAF and SAAF-2 direct 84.62 percent of each payment from the Wave Two Settlements and Kroger Settlement to local governments, including all 100 counties and the relevant municipalities identified above.
- The SAAF and SAAF-2 direct 0.38 percent of each payment from the Wave Two Settlements and Kroger Settlement to private attorneys who have a principal office in North Carolina that have represented local governments in opioid litigation (“Local Counsel”).

19. Why do the SAAF and SAAF-2 direct funds to Local Counsel?

The Wave One Settlements, Wave Two Settlements, and Kroger Settlement all provide national attorney fee and cost funds that compensate the attorneys who filed suit and litigated on behalf of local governments across the country. The out-of-state counsel who pursued the federal court litigation filed by more than 75 counties and municipalities in North Carolina will receive substantial amounts from these national funds. However, only a small portion of these national funds go to the North Carolina-based lawyers who have also represented North Carolina counties and municipalities in opioid litigation.

During the sign-on process for the Wave One Settlements, some counties and municipalities hesitated to join the settlements because of concerns about whether outside counsel would seek to enforce contingency fee arrangements.

To ensure that North Carolina obtained 100% participation in the Wave Two Settlements, which was necessary for North Carolina to receive 100% of its funds, the SAAF provided a small fund to Local Counsel in exchange for their clear advance commitment to waive their fee claims against all North Carolina counties and municipalities.

In a similar vein, to ensure that North Carolina obtains 100% participation in the Kroger Settlement, which is necessary for North Carolina to receive 100% of its funds as explained in question 6 above, the SAAF-2 provides a small fund to Local Counsel in exchange for their clear advance commitment to waive their fee claims against all North Carolina counties and municipalities.

20. Does the SAAF-2 impose any conditions for Local Counsel to receive funds?

Yes. The SAAF-2 provides funds from the Kroger Settlement to Local Counsel only if:

- All North Carolina counties and municipalities that filed lawsuits against the defendants who were part of the Wave One Settlements, Wave Two Settlements, and Kroger Settlement join the Kroger Settlement by the August 12 deadline.
- Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against Kroger.
- National Counsel release all North Carolina counties and municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against Kroger.

All of the above conditions must be met in order for Local Counsel to receive funds. If any of the above conditions are not met, the SAAF-2 allocates no Kroger Settlement funds to Local Counsel.

21. How can I learn more about the SAAF-2?

Additional information is available [HERE](#) on the “Kroger Settlement” page of DOJ’s www.MorePowerfulNC.org website.

Total Projected to North Carolina State and Local Governments from Kroger Settlement	\$40,170,169.54
Total to State Government	\$6,048,509.77
Total to County/Municipal Government	\$34,121,659.77

County/Municipality	Projected Payments (FY24-25 through FY33-34)
Alamance	\$470,206.36
Alexander	\$174,023.15
Alleghany	\$50,872.19
Anson	\$62,167.26
Ashe	\$115,549.31
Avery	\$90,762.51
Beaufort	\$163,063.47
Bertie	\$47,588.99
Bladen	\$146,456.24
Brunswick	\$721,072.05
Buncombe	\$856,995.46
Burke	\$713,209.85
Cabarrus*	\$647,297.89
Caldwell	\$435,495.13
Camden	\$24,921.23
Carteret	\$385,051.19
Caswell	\$59,003.26
Catawba	\$707,238.01
Chatham*	\$154,066.21
Cherokee	\$267,090.41
Chowan	\$38,798.24
City of Asheville	\$80,463.90
City of Durham	\$129,800.51
City of Fayetteville	\$105,698.34
City of Greensboro	\$179,954.80
City of Greenville	\$55,501.09
City of Henderson	\$11,005.42
City of Hickory	\$32,373.21
City of High Point	\$70,436.92
City of Jacksonville	\$32,418.94
City of Wilmington	\$40,774.53
City of Winston-Salem	\$168,717.93
Clay	\$76,579.22
Cleveland	\$382,138.03
Columbus	\$416,603.95
Craven	\$456,158.89
Cumberland	\$899,890.42
Currituck	\$63,731.94
Dare	\$181,911.69

Davidson	\$662,052.17
Davie	\$175,094.45
Duplin	\$130,612.65
Durham*	\$614,054.33
Edgecombe	\$142,322.10
Forsyth	\$1,047,006.35
Franklin	\$170,780.15
Gaston*	\$1,145,101.65
Gates	\$27,149.76
Graham	\$62,607.98
Granville	\$201,353.08
Greene	\$42,063.41
Guilford	\$1,151,611.21
Halifax	\$154,626.11
Harnett	\$337,456.65
Haywood	\$274,104.45
Henderson	\$471,423.17
Hertford	\$70,578.28
Hoke	\$113,449.68
Hyde	\$9,293.84
Iredell	\$721,990.90
Jackson	\$173,255.37
Johnston	\$426,823.57
Jones	\$30,015.80
Lee	\$222,853.91
Lenoir	\$206,191.25
Lincoln	\$316,251.02
Macon	\$159,268.87
Madison	\$81,133.29
Martin	\$79,463.28
McDowell	\$200,479.96
Mecklenburg*	\$2,144,814.20
Mitchell	\$105,543.12
Montgomery	\$77,132.20
Moore	\$331,573.51
Nash	\$288,551.06
New Hanover	\$988,594.87
Northampton	\$41,285.92
Onslow	\$560,960.55
Orange	\$360,269.93
Pamlico	\$40,924.21
Pasquotank	\$127,893.51
Pender	\$199,867.39
Perquimans	\$38,159.34
Person	\$137,518.58
Pitt	\$467,128.27
Polk	\$90,812.40

Randolph	\$520,503.39
Richmond	\$255,616.56
Robeson	\$463,964.27
Rockingham	\$465,886.51
Rowan	\$796,815.58
Rutherford	\$316,970.30
Sampson	\$211,388.37
Scotland	\$153,256.85
Stanly	\$247,373.23
Stokes	\$212,903.16
Surry	\$481,397.49
Swain	\$95,937.46
Town of Canton	\$3,908.23
Transylvania	\$169,787.85
Tyrrell	\$14,140.33
Union	\$500,463.30
Vance	\$182,980.22
Wake*	\$1,914,231.13
Warren	\$36,302.23
Washington	\$25,513.01
Watauga	\$160,261.18
Wayne	\$331,218.72
Wilkes	\$681,470.00
Wilson	\$220,586.58
Yadkin	\$191,813.94
Yancey	\$130,383.97

Notes

* Amounts for Cabarrus, Chatham, Durham, Gaston, Mecklenburg, and Wake Counties reflect the decision of Cary, Charlotte, Concord, Gastonia, and Raleigh to direct their opioid settlement funds to the counties where they are located.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: June 28, 2024

SUBJECT: School Nurse Contract with City Schools

Enclosed is the contract between the County and Clinton City Schools for nursing services. The contract terms are the same as the prior year.

We respectfully request that the Board approve the contract.

MAY 28 2024

2024-2025

**Contract for School Nursing Services
Between the
Sampson County Health Department and Clinton City Schools**

*Clinton City Schools
Superintendent's Office*

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

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

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

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

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between Sampson County Health Department and Clinton City Schools;"

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

The Department agrees:

1. To provide funds not to exceed \$150,000.00 to the sub-contractor for the purpose of supporting nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2024-2025 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750.00 per SNFI position.

The Sub-Contractor agrees:

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2024.
2. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (three) 10-month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2024-2025 school year.
3. To comply with assurances in Attachment I, to be signed and returned.
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.

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

This contract shall be in effect for the period July 1, 2024 through June 30, 2025 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon (60) days written notice.

FOR AND ON BEHALF OF

Wanda Robinson
 Wanda Robinson (Health Director)

FOR AND ON BEHALF OF

Wesley Johnson, Ed.D.
 (Superintendent)

Date: _____

Date: 5/30/24

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

 David Clack (County Finance Officer)

 Edwin W. Causey (County Manager)

Date: _____

Date: _____

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

 (CHAIR COUNTY COMMISSIONERS)

Date: _____

Attachment I

ASSURANCES

(To be initialed by Superintendent of Local Education Agency or other Sub-Contractor CEO)

Initials

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

WSS

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

WSS

Attachment II

Scope of Work

II. Purpose:

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

III. Scope of Work and Deliverables:

The Contractor shall, for approximately 3,100 students:

1. Employ three (3) nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Clinton City Schools as assigned - Attachment C	3

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

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

- g) Serve as coordinator of the health services program and provide nursing care;
 - h) Provide health education to students, staff, and parents;
 - i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
 - j) Support healthy food services programs;
 - k) Promote healthy physical education, sports policies, and practices;
 - l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
 - m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
 - n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
 - o) Be available to assist the county health department during a public health emergency.
- B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years of employment as a school nurse in North Carolina.
3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by Jan. 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
 4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

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

Three (3) nationally certified school nurse(s) or registered nurse(s) to work full time to serve approximately 8,586 students.

An annual Work Plan to provide basic health services.

IV. Performance Measures/Reporting Requirements:

The contractor shall:

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.

3. Notify the Contract Administrator within 4 working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or 28th Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7. **Note: No other expenditures are allowable using this allocation.**
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.

16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

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

- A. Reduce the nurse to student ratio in Clinton City Schools from 1/775 approximately to 1/750 approximately.
- B. Improve access to basic health services for 100% of students served.

V. Performance Monitoring and Quality Assurance:

A. The Contractor shall adhere to the following service quality measures for this contract:

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

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

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

VI. Funding Guidelines or Restrictions:

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

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

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the contractor without prior approval of the DPH contract administrator.

**Attachment III
BUDGET
SNFI Contract Budget**

I. SALARIES

Position Title	Name *	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Name <i>Donna Royal</i>	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ <i>31,991.33</i>
2. Nurse 2	Name <i>Jeanna Hair-Ray</i>	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ <i>31,991.33</i>
3. Nurse 3	Name <i>Jana Hobson</i>	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ <i>31,991.33</i>
TOTAL SALARY PAID BY CONTRACT					\$

95,974.14

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

II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by	Amount Paid by the
----------------	--------	---------------	----------------	--------------------

			Local Agency	State Contract
1. Nurse 1	Name	<input type="checkbox"/> Retirement Rate : 10.51% 25.02		8004.24
	<i>Donna Royal</i>	<input type="checkbox"/> FICA Rate: 7.65%		2447.34
		<input type="checkbox"/> Medical Rate/Amount: \$		7557. ⁰⁰
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Name	<input type="checkbox"/> Retirement Rate: 40.51% 25.02	25.02	8004.24
	<i>Jeanne Hair-Roy</i>	<input type="checkbox"/> FICA Rate: 7.65%		2447.34
		<input type="checkbox"/> Medical Rate/Amount: \$		7557. ⁰⁰
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Name	<input type="checkbox"/> Retirement Rate : 10.51% 25.02		8004.24
	<i>Jane Hobson</i>	<input type="checkbox"/> FICA Rate: 7.65%		2447.34
		<input type="checkbox"/> Medical Rate/Amount: \$		7557. ⁰⁰
		<input type="checkbox"/> Other: Rate:		
4. Nurse 4	Name	<input type="checkbox"/> Retirement Rate : %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
5. Nurse 5	Name	<input type="checkbox"/> Retirement Rate : %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
TOTAL FRINGE PAID BY CONTRACT				\$

54,025.74

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

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

III. Other

STAFF TRAVEL				
In-State		Total miles	Cost per mile	Total Cost

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

CONTRACT TOTAL AMOUNT	\$
	149,000.00



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: June 28, 2024

SUBJECT: Lottery Funds Applications for Debt Payments

Attached please find our application for lottery funds to reimburse the County for the debt payments on the school buildings.

We respectfully request that the Board approves the applications.

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Sampson

Contact Person: David K. Clack

LEA: 821 Clinton City

Title: Finance Officer

Address: 406 County Complex Rd, Clinton, NC

Phone: 9105927181

Project Title: USDA Loan Clinton High School

Location: Clinton, NC 28328

Type of Facility: New Clinton High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt payment of USDA Community Facilities Loan issued July 2006 refunded FY 2017-2018 Debt payment FY 23-24

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		650,000.00
TOTAL _____	\$ _____	650,000.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 650,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Sampson

Contact Person: David K. Clack

LEA: 822 Sampson County

Title: Finance Officer

Address: 406 County Complex Rd, Clinton, NC

Phone: 9105927181

Project Title: 2006 COP'S Issue School Construction

Location: Clinton, NC 28328

Type of Facility: New Union and Midway High Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt payment of \$55,060,000 Certificates of Participation Issued November 2006 Refunded in FY 2017-2018 Debt Payment FY 23-24

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	_____
Debt Payment / Bond Payment _____	830,000.00
TOTAL _____	\$ 830,000.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 830,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10508

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

YEAR <u>2023</u>	\$ <u>253.70</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>253.70</u>

These taxes were assessed through clerical error as follows.

Bill # 0064452014-2023
Plate # KZ7326
Vehicle sold - plate turned in
2021 GMC tk

G02	County Tax	<u>226.27</u>
	School Tax	_____
F19	Fire Tax	<u>27.43</u>
	City Tax	_____
	TOTAL \$	<u>253.70</u>

Mailing Address.

PO Box 213
Clinton, NC 28329-02

Yours very truly

Betty A. Carter
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator 101

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10510

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 Todd Allen Wheeler

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

YEAR <u>2023</u>	\$ <u>314.49</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>314.49</u>

These taxes were assessed through clerical error as follows.

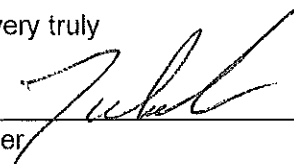
Bill # 0077397205-2023
Plate # NW9133
Vehicle sold - plate turned in
2022 Ram tk

G02 County Tax	<u>285.11</u>
School Tax	_____
F14 Fire Tax	<u>29.38</u>
City Tax	_____
TOTAL \$	<u>314.49</u>

Mailing Address.

9454 Roseboro Hwy
Roseboro NC 28382

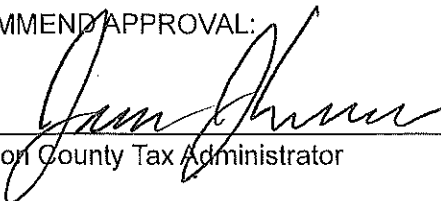
Yours very truly



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

10500

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 Randy Howard Jackson in Piney Grove Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2003</u>	\$ <u>127.52</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>127.52</u>

These taxes were assessed through clerical error as follows.

00078022002 2003 2003 0000 00

FAN 3942

Tag turned in
2001 Toyota TR
Vehicle sold

602 County Tax 116.89
 School Tax _____
 F17 Fire Tax 10.63
 City Tax _____
 TOTAL \$ 127.52

Mailing Address.

Randy Jackson
215 West Garden Rd
Clinton NC 28328

Yours very truly

Randy Howard Jackson
 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

10502

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

YEAR <u>2023</u>	\$ <u>214.33</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>214.33</u>

These taxes were assessed through clerical error as follows.

Bill # 0075818792-2023
Plate # JLR5119
Vehicle turned in- tag turned in
2023 Toyota truck

602 County Tax	<u>196.47</u>
School Tax	_____
FIR Fire Tax	<u>17.86</u>
City Tax	_____
TOTAL \$	<u>214.33</u>

Mailing Address.

13766 Hobbsen Hwy
Newton Grove N.C. 28366

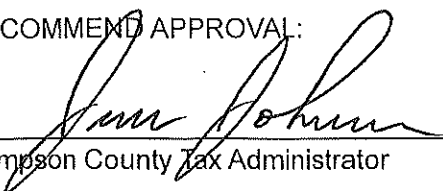
Yours very truly



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

10501

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

YEAR <u>2023</u>	\$ <u>505.33</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>505.33</u>

These taxes were assessed through clerical error as follows.

Bill # 0064442819-2023
Plate # T JX 1856
Vehicle traded - tag turned in
2021 GMC VN

602 County Tax	<u>450.70</u>
School Tax	_____
FIG Fire Tax	<u>54.63</u>
City Tax	_____
TOTAL \$	<u>505.33</u>

Mailing Address.

152 ELEVEN FARMS ROAD
SALEMBOURG N.C
28385,

Yours very truly

Luther E. Cason II
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

10515

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 Joanes Judy in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>569.13</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>569.13</u>

These taxes were assessed through clerical error as follows:

0078258907-2023-2023-0000 00
VDA6855
Tag Surrender
2020 LN DR MP
New tag issued (LBW 7283)

G02 County Tax 342.73
801 School Tax 60.23
Fire Tax _____
C03 City Tax 166.17
TOTAL \$ 569.13

Mailing Address.

Yours very truly

Joanes Judy
Taxpayer

Joanes Judy
217 Stewart Ave
Clinton nc 28328

Social Security _____
RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator 107

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10512

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 New Freedom Freewill Baptist Church in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>125.73</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>125.73</u>

These taxes were assessed through clerical error as follows.

Bill # 0076338145-2023
Plate # THE 2059
Vehicle exempt - religious owned
2017 Chev VN

<u>G02</u> County Tax	<u>113.36</u>
School Tax	_____
<u>F10</u> Fire Tax	<u>12.37</u>
City Tax	_____
TOTAL \$	<u>125.73</u>

Mailing Address.

Yours very truly

Steven C. Hair
Taxpayer

3572 Turkey Hwy.
Clinton NC 28328

Social Security # _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator 108

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10509

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 James Abold in Belvoir Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>105.18</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>105.18</u>

These taxes were assessed through clerical error as follows.

Refund for tag payment
00738723
CP94025
Utility, Transfer Value
Adjustment

G02 County Tax	<u>81.10</u>
S01 School Tax	<u>14.25</u>
F19 Fire Tax	<u>9.83</u>
City Tax	_____
TOTAL \$	<u>105.18</u>

Mailing Address.

Ronald James Abold
436 Belvoir School Rd.
Clinton NC 28328

Yours very truly

* Ronald J. Abold
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

10523

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 Francis Pitts in Mingo Township, Sampson County, for the year(s) and in the amount(s) of:

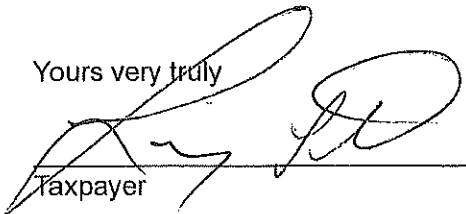
YEAR	
<u>2023</u>	\$ <u>132.95</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>132.95</u>

These taxes were assessed through clerical error as follows.

0059176664 2023 2023 0000 00
HM22059
Tag turned in
2021 Toyota Rav4
Vehicle Sold

G02 County Tax 118.58
School Tax _____
F20 Fire Tax 14.37
City Tax _____
TOTAL \$ 132.95

Yours very truly

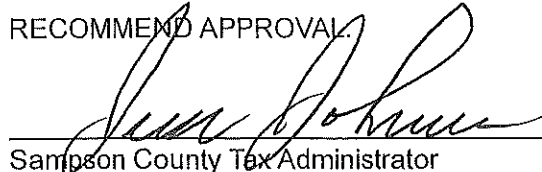

Taxpayer

Mailing Address.

Larry F. Pitts
925 Payton Davie's RD
Selma NC 28385

Social Security # _____

RECOMMEND APPROVAL


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 **CECILIA ANN KUEHN** in **DISMAL** Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
2023	\$ 169.23
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Release/Adjustment \$ 169.23

G02	County Tax	\$150.93
	School Tax	\$
F20	Fire Tax	\$18.30
	City Tax	\$
	Total	\$169.23

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

Taxpayer is receiving the 100% Military Vehicle Exemption on vehicle 2017 Kia (LBE2232)

LES State of Residence: Texas

Taxpayer:	<u>Cecilia Kuehn</u>
Tax Administrator:	<u>Jan Johnson</u>
Board Approved:	_____
	Date Initials

5/28/2024

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

Year	
<u>2023</u>	\$ <u>515.32</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ <u>515.32</u>

GOV County Tax	\$ <u>459.61</u>
School Tax	\$ _____
FAD Fire Tax	\$ <u>55.71</u>
City Tax	\$ _____
Total	\$ <u>515.32</u>

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

100% military Exemption LES-MO
2023 Chev, Tag # PH941F

Taxpayer: Loy Perry Lombardo

Tax Administrator: Jim Jhume

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

Year	<u>2023</u>	\$ <u>217.33</u>
	<u>2023</u>	\$ <u>247.16</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>464.49</u>

100% Military exemption.
LES on file.
2018 Jeep MP
2023 Ford Bronco 4x4

G02	County Tax	\$ <u>414.27</u>
	School Tax	\$ _____
F20	Fire Tax	\$ <u>50.22</u>
	City Tax	\$ _____
	Total	\$ <u>464.49</u>

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

Taxpayer: Jeffery Shane Madlin
 Tax Administrator: Janice Johnson
 Board Approved: _____
 Date: _____ Initials: _____

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

SUBJECT: Budget Amendment for fiscal year 2023-2024

1. It is requested that the budget for the Airport Construction Capital Project (Airfield Lighting Improvements) be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Engineering fees	156,755.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	Federal grant funds	156,755.00	

2. Reason(s) for the above request is/are as follows:
 To provide funds to pay engineering costs related to improving the lighting of the airfield.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/17/2024

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

 (County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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 Airport Construction Capital Project (Runway Rehabilitation) be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Engineering fees	213,706.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	State grant funds	213,706.00	

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

To provide funds to pay engineering costs related to the rehabilitation of the airport runway.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/17/2024

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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 LEO Special Separation Allowance Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
75243100-512600	Special separation allowance	46,817.00	
75243100-518100	FICA	2,903.00	
75243100-518120	Medicare FICA	679.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
75034310-499900	Fund balance appropriated	50,399.00	

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

To appropriate additional funds to pay separation allowance to retired law enforcement

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/17/2024

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.

**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 Coroner Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243600-519900	Professional services	25,000.00	
11999000-509700	Contingency		25,000.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:
 To provide additional funds to pay for coroner services billed by the State

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/17/2024

David K. Clack

 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Sam W. C.

 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
05558310-510000	JCPC admin	500.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
05435831-409900	Fund balance appropriated	500.00	

2. Reason(s) for the above request is/are as follows:
 To provide additional funds to pay administrative costs for the grant project.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/17/2024

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

, 20

Erin W. Gey

(County Manager & Budget Officer)

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