

The Honorable Board of County Commissioners met in their said office at 10:00 a.m., Monday, November 17, 1975, it being third Monday.

MEMBERS OF THE BOARD PRESENT:

Donald P. Currie, Chairman

Mayo Brown

Edward W. Williamson

W. B. Buffkin

C. Waldo Marlowe

Sankey W. Robinson, Attorney

Emogene W. Suggs, Clerk

The meeting was called to order and the invocation was given by The Reverend G. B. Vaughn, Pastor, Brunswick Baptist Church.

The following business was transacted:

Ordered: that Tommy Spivey be hired as dragline operator at the Landfill to begin work as soon as possible, at a salary of \$650.00 per month.

Ordered: that the Chairman be authorized to sign a deed to Mr. Billy Memory for exchange of property joining the Fletcher Property upon the receipt of a deed from Mr. Memory.

Ordered: that a check be given to Jocephus Jones from the Out-Door-Poor Fund in the amount of \$25.00.

Ordered: that the Sheriff and Chairman of the Public Safety Commission advertise and sell surplus autos at public auction.

The following Resolution was unanimously passed upon motion by Commissioner Williamson, seconded by Commissioner Marlowe:

BE IT RESOLVED that the County of Columbus hereby agrees to enter into joint application for 1976 Community Development Block Grant funds with other Columbus County Governing Bodies who wish to participate. The application shall be made in the name of the County of Columbus, with Donald P. Currie, Chairman of the Board of County Commissioners, hereby authorized to sign the final application on behalf of the aforementioned governing body.

BE IT FURTHER RESOLVED that Columbus County hire an engineer to prepare the necessary documents to meet the tight deadline for applying. Engineer fee is contingent upon County receiving the grant applied for.

The following releases were made upon the recommendation of the Tax Supervisor:

Ordered: that the 1975 taxes listed in the name of J. B. Eure, Whiteville Township, be released on the valuation of \$1,100. as property is listed to Albert & Maggie Jordan.

Mr. Dan Pickett, Field Representative for Child Support Enforcement Program, met with the Board and various other agencies to review the Memo of Understanding and the following document was signed by the Chairman of the Board along with the law enforcement agencies in the County:

MEMORANDUM OF UNDERSTANDING

This is an agreement between the Board of Commissioners of Columbus County (hereinafter referred to as the County Commissioners):

Chiefs of Police in the following towns:

City of Whiteville	Town of Bolton	Sheriff of Columbus County
Town of Tabor City	Town of Cerro Gordo	County Police Chief
Town of Brunswick	Town of Chadbourn	
Town of Lake Waccamaw	Town of Fair Bluff	

(hereinafter referred to collectively as the Law Enforcement Agencies); and the North Carolina Department of Human Resources (hereinafter referred to as the Department).

The purpose of this agreement is to implement the child support enforcement provisions of Title IV-D of the Social Security Act (FL 93-647, 42 USC 1397 et seq.), corresponding federal regulations, and Chapter 110A of the General Statutes of North Carolina (hereinafter referred to as the Child Support Enforcement Program).

To effect this purpose, the above mentioned parties, in consideration of the mutual covenants and promises hereinafter contained, hereby agree to the following duties.

I. The County Commissioners agree to:

- A. Assist the Department in providing the services necessary to establish paternity and secure support for children receiving Aid to Families with Dependent Children (hereinafter referred to as AFDC) benefits under Title IV-A of the Social Security Act, or not receiving AFDC, within the meaning of federal regulations pertaining thereto, and in accord with the manual to be published by the Department. In the case of services extended to non-recipients of AFDC benefits, a fee may or may not be charged.
- B. Designate a local agency within county government to administer and monitor the local operations of the Child Support Program. At the option of the County Commissioners, all or part of Program Services may be contracted to a third-party designee. (hereinafter the designated local agency or third party shall be referred to as the Designee.)
- C. Maintain such records as are deemed necessary by the Department to assure a proper accounting for all costs.

These records shall be made available to the Department, the State Auditor, or any authorized representatives of the State of North Carolina for audit and should be retained for three calendar years after the expiration of this contract unless permission to destroy them is granted by both the Department and the State of North Carolina.

- D. Make financial, program progress, and other reports as requested by the Department.
- E. Require the Designee to perform the following functions:
 - (1) To refer all cases needing legal advisement or action involving absent parents to the appropriate courts or law enforcement officials immediately whenever:
 - (a) The absent parent refuses to be interviewed, to provide necessary information, or to discuss his parental responsibilities.

- (b) The absent parent refuses to make a contribution in accordance with his financial ability.
 - (c) There is reason to believe that the parent may flee or hide if contacted by the Designee.
 - (d) The absent parent's previous history indicates that, although he is capable of a support contribution, efforts by the Designee to obtain support would be or have been fruitless.
 - (e) Legal action is necessary to establish paternity.
 - (f) The absent parent has entered into an agreement with the Designee for support of his child and has defaulted upon that agreement without showing good cause for such default.
 - (g) Assistance is needed from a law enforcement agency to locate the absent parent.
- (2) To provide law enforcement officials with pertinent information needed in locating putative or deserting fathers, establishing paternity, and secure support.
 - (3) To assist courts and law enforcement officials in carrying out efforts to establish paternity and secure support for children born out of wedlock, and to secure support for children deserted or abandoned by their parents.
 - (4) To use reciprocal arrangements with other states to obtain or enforce court orders for support, and to cooperate with law enforcement officers with regard to reciprocal actions.
 - (5) To cooperate with the Child Support Enforcement agencies in other states in locating the absent parents of children against whom support petitions have been filed in such other states, and in attempting to secure parental compliance with court orders for support when such parents are residing in the agency's own county.
 - (6) To assist other states with:
 - (a) Locating an absent parent, establishing paternity, and/or securing support for a child in the other state;
 - (b) Enforcing of all court orders referred by another state pursuant to Uniform Reciprocal Enforcement of Support Act;
 - (c) Collecting any support from the absent parent and transmitting them to the Department which will forward them to the state to which they are owed;
 - (d) Providing sufficient information for action on child support related cases.
 - (7) To refer to the Department cases which require location activities in other states and to provide sufficient information to the Department which may assist the other state(s) in locating and identifying an absent parent.
 - (8) To take action to establish, by legal process, paternity or support obligation, where necessary, in accordance with G. S. 110A-5.

- (9) To maintain a system for identifying those cases in which there has been failure to comply with support obligation and to notify the delinquent individual(s) in order to enforce the obligation and to collect the current support obligation and any arrearages. Such attempts to collect support must include the institution of the following procedures as applicable and necessary:
- (a) Contempt proceedings to enforce court order;
 - (b) Garnishment of/wages pursuant to G.S. 110A-9, G.S. 50-13.4, and 42 U.S.C. 459;
 - (c) Attachment of real or personal property pursuant to G.S. 110A-8;
 - (d) Application for collection of the delinquent child support obligation by the United States Secretary of the Treasury in instances where the support obligation is owed to children who receive AFDC benefits;
 - (e) Institution of action under the Uniform Reciprocal Enforcement Act pursuant to G.S. 52A-1/32(3).
- (10) To establish a system for receiving and acting upon child support enforcement service applications and referrals from local County Departments of Social Services in accordance with Section 303.0 of the federal regulations for the Child Support Enforcement Program.
- (11) To establish a local Parent Locator System (PLS) which will utilize the records of various local agencies, boards, and bureaus in an effort to locate the whereabouts of absent parents. If no information is obtained from these sources, the local PLS will then contact the state PLS as established under the State IV-D Plan submitted by the Department and approved by the Department of Health, Education and Welfare, for parent location services provided for by the G.A. 110A-12. x
- (12) Within thirty (30) days following the execution of this agreement, the Designee shall submit to the Department, an application for approval of the local agency's program under this agreement. Such application shall include the listing of participating personnel and the proposed program budget for the first calendar year following the effective date of the agreement. It is agreed that the Designee shall provide sufficient personnel to perform the functions listed above.

F. Maintain an inventory of all equipment approved for purchase or lease in accordance with guidelines provided by the Department to the Designee. Upon expiration of this agreement, all such equipment shall be disposed of in accordance with applicable federal regulations and state law.

II. The Law Enforcement Agency agrees to:

- A. Undertake efforts which will lead to the legal determination of paternity for children born out of wedlock and for the securing of child support.

- B. Undertake efforts to locate the absent parents of children who are AFDC recipients when said parents are failing to comply with existing court orders for support payments or against whom petitions for orders of support have been filed.
 - C. Interview the absent parent or make arrangements for an interview by the appropriate agency if the parent lives outside the jurisdiction of the Law Enforcement Agency.
 - D. Supply staff upon request to the Designee for training social services employees and the staff of County Commissioners Designee.
 - E. Conduct a review of any case upon the request of the Department or the Designee.
 - F. Provide consultation to the Designee on the appropriations of legal action or other measures in given cases.
- III. The Department agrees, in accordance with the State Plan filed by the Dept. with the Department of Health, Education and Welfare pursuant to Title IV-D of the Social Security Act, that the staff of the Child Support Enforcement Section of the Division of Social Services of the Department shall be liaison between the County Commissioners, the Designee, and the Department. Furthermore, the Department agrees that the Child Support Enforcement Section shall lend technical assistance and advice to the County Commissioners and the Designee.
- IV. It is further agreed that :
- A. The County Commissioners shall require that the Designee shall reimburse the Law Enforcement Agency(ies) for services provided to the Designee in accordance with this agreement. The County Commissioners shall further require that the Designee submit monthly requests to the Child Support Enforcement Section for reimbursement of expenses approved by the Dept., on forms approved by the Dept., for services provided by the Law Enforcement Agency(ies) and for reimbursement of the expenses of the Designee as approved by the Department as allowable expenses for the Child Support Enforcement Program. The Department agrees to reimburse the County Commissioners or the Designee at the rate of seventy-five (75) per centum of approved expenses submitted to the Department for services rendered by the Designee and the Law Enforcement Agencies under this agreement.
 - B. In accordance with Section 457 of Title IV-D of the Social Security Act, the Department will make incentive payments to the County Commissioners for the enforcement and collection of the support rights assigned to that county, any other county of the State of North Carolina, or another state, in an amount equal to twenty-five (25) per centum of any amount properly payable to AFDC recipients under app-

ropriate federal regulations which is attributable to the amount represented by twelve (12) months' support obligation, and in an amount equal to ten (10) per centum of any amount collected which is attributable to the support obligation owed for any month after the amount represented by twelve (12) months' support obligation has been collected. All amounts so collected shall be distributed in accordance with Section 457 of Title IV-D of the Social Security Act.

- C. All information provided by the Department to the Law Enforcement Agencies or the Designee and all information obtained by the Law Enforcement Agencies or Designee in performing child support enforcement services under this agreement shall be used only in the furtherance of the purposes of this agreement and for no other purpose. Nothing in this agreement shall be construed to permit the use of any information in violation of any North Carolina law.
- D. To comply in the performance of their duties with this agreement with the provisions of the Civil Rights Act of 1964, the regulations of the Department of Health, Education and Welfare issued pursuant thereto, and the provisions of Executive Order 11246 as amended by Executive Order 11375 regarding Equal Employment Opportunities.
- E. This agreement shall be effective for a period of five (5) calendar years following its execution.
- F. This agreement may be modified upon the agreement of both parties, provided however, that this agreement shall be modified by operation of law upon the amendment or repeal of the governing state or federal laws.

The Department, the County Commissioners, and the Law Enforcement Agencies have caused this agreement to be executed by their duly authorized representatives as follows:

Executed in Raleigh, North Carolina, this the 27th day of October, 1975 .

for the North Carolina Dept. of Human Resources.

BY: /s/ David T. Flaherty
David T. Flaherty, Secretary
North Carolina Dept. of Human Resources
325 North Salisbury St.
Raleigh, North Carolina

Executed in Whiteville, North Carolina, this the 17th day of November, 1975.

for the Board of County Commissioners of Columbus County.

By: /s/ Donald P. Currie
Donald P. Currie, Chairman
Board of County Commissioners

Executed in Whiteville, North Carolina, this the _____ day of November, 1975,

for the following Law Enforcement Agencies.

Town of Bolton
Town of Cerro Gordo

Sheriff
County Police Chief
City of Whiteville
Town of Tabor City
Town of Chadbourn
Town of Lake Waccamaw
Town of Fair Bluff
Town of Brunswick

By general consensus the Board agreed to formulate a Recreation Commission for Columbus County at their next meeting upon the information from the County Attorney as to the proper procedure and requirements for creating such a Commission.

Mr Don Gattis, representing J. L. Minton & Associates, came to discuss services offered by their company in obtaining federal grants for local governments. The Board agreed to review the information and make a decision by December 1st, if the County wishes to employ their services.

Upon motion the meeting adjourned until December 1, 1975, at 10:00 a.m.

APPROVED:

Emogene W. Suggs
Clerk

Donald P. Cunniff
Chairman