

The Honorable Board of Columbus County Commissioners met in their said office at 8:00 A.M., November 2, 1992, it being the first Monday.

BOARD MEMBERS PRESENT:

Ed Worley, Chairman

Junior Dew, Vice Chairman

Lynwood Norris

Samuel G. Koonce

Mike Richardson

James E. Hill, Jr, Attorney

Roy L. Lowe, Administrator

Ida L. Smith, Clerk to Board

Chairman Worley called the meeting to order and Roy L. Lowe, County Administrator, gave the invocation.

APPROVAL OF MINUTES

A motion was made by Commissioner Norris, seconded by Commissioner Koonce and passed unanimously to approve the minutes of the October 19, 1992 Board meeting, as recorded.

SOCIAL SERVICES - BUILDING NEEDS ADDRESSED BY WHITEVILLE MERCHANTS

Jesse Fisher, representing Whiteville Merchants, addressed the Board requesting consideration be given to putting the Social Services Department in the existing buildings in the K Mart Shopping Center, South Whiteville, which formerly housed the Harris Teeter Super Market and Eckerd Drug Store. Mr. Fisher stated that a lease price of \$60,000 a year has been quoted for the Harris Teeter Building, with the possibility of negotiating the price to \$50,000 per year. The Eckerd Drug Store building can be leased for \$4.00 per square foot.

Commissioner Koonce questioned Mr. Fisher if the buildings can be purchased instead of leased. Mr. Fisher stated that they had not discussed purchasing the buildings to the owners.

Commissioner Koonce asked the County Administrator to get in writing some idea of how much money the county would receive from the state and federal sources if a building was leased versus purchase in order to compare costs.

CONTRACTS - SOCIAL SERVICES ATTORNEYS

A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to approve the following contracts for the Social Services Department.

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

CONTRACT OF EMPLOYMENT

(Primary Contract)

THIS CONTRACT OF PRIMARY EMPLOYMENT by and between the Columbus County Commissioners (hereinafter referred to as DEPARTMENT), and Don W. Viets, Jr., Attorney at Law (hereinafter referred to as ATTORNEY), to provide for the legal services needed by the Columbus County Child Support Agency (hereinafter referred to as AGENCY).

W I T N E S S E T H :

WHEREAS, the DEPARTMENT desires to employ the ATTORNEY to provide legal services needed by the AGENCY upon the following terms:

1. This Contract shall begin September 1, 1992, and continue through August 31, 1993, unless terminated or renewed as hereinafter provided.

2. The ATTORNEY, upon reasonable notice, shall be available for consultation, legal advice and representation as required by the AGENCY on legal matters arising under Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder.

3. The ATTORNEY agrees to comply with all of the requirements of Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder, regarding the performance of program legal services. These requirements include, but are not limited to, maintaining such records as are required by the DEPARTMENT or AGENCY, making such records available for Federal or State Audit if required and making any financial, statistical, and program progress reports.

4. The DEPARTMENT agrees to pay the ATTORNEY, SIXTY (\$60.00) DOLLARS per hour for the time spent in performing the services required under this Contract. This hourly rate shall encompass all expenses including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls, and travel. The ATTORNEY is not to be reimbursed for incurring extraordinary expenses incident to performing the services required under this Contract, with the exception that the DEPARTMENT agrees to pay all Court costs and filing fees which are required to be paid in conjunction with the services provided by the

ATTORNEY under this Contract.

5. Either party may terminate this agreement with thirty (30) days written notice to the other party.

6. This Contract may be renewed by the parties for two additional periods of one (1) year each.

7. The ATTORNEY shall notify the AGENCY when a conflict of interest arises for the ATTORNEY. In all such cases, referral shall be made to another attorney with whom the DEPARTMENT has contracted for secondary employment for the provision of legal services when conflicts arise.

8. Reimbursement for attendance at one annual training session shall be made based upon a maximum hourly rate of \$60.00, not to exceed a maximum of \$200.00 for the full session or \$100.00 for each day attended or the amount set by the Child Support Enforcement Agency.

NOW, THEREFORE, the parties have executed this Contract in triplicate originals, one to be retained by the ATTORNEY, one to be retained by the AGENCY, and one to be filed with the Child Support Enforcement Section, Division of Social Services, Department of Human Resources, Raleigh, North Carolina.

This the 2nd day of November, 1992.

/s/ Don W. Viets, Jr.

Attorney at Law

/s/ Ed Worley, Chairman

Columbus County Board of
Commissioners

CONTRACT OF EMPLOYMENT

(Secondary Attorney)

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

THIS CONTRACT OF SECONDARY EMPLOYMENT by and between the Columbus County Commissioners (hereinafter referred to as Department), and David S. Tedder, Attorney at Law (hereinafter referred to as Attorney), to provide for the legal services needed by the Columbus County Child Support Agency (hereinafter referred to as Agency).

W I T N E S S E T H :

WHEREAS, the Department desires to employ the attorney to provide the legal services needed by the agency upon the following terms:

1. This contract shall begin December 1, 1992 and will continue through November 30, 1993, unless terminated, renewed, or extended as provided herein.

2. The Attorney, upon reasonable notice, shall be available for consultation, legal advice, and representation as requested by the Agency on legal matters arising under Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et. seq., and the regulations promulgated thereunder.

3. The Attorney agrees to comply with all of the requirements of Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder, regarding the performance of program legal services. These requirements include, but are not limited to, maintaining such records as are required by the Department or Agency, making such records available for federal or state audit if required, and making any financial, statistical, and program progress reports.

4. The department agrees to pay the Attorney Fifty Dollars (\$50.00) per hour for the time spent in performing the services required under this Contract. This hourly rate shall encompass all expenses including, but not limited to, those for salary, supplies, office space, hearing and maintenance for office space, telephone service, long-distance telephone calls, and travel. The Attorney is not to be reimbursed for incurring extraordinary expenses incidental to performing the services required under this Contract, with the exception that the Department agrees to pay all court costs and filing fees which are required to be paid in conjunction with the services provided by the Attorney under this Contract.

5. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

6. It is understood and agreed between the Department and the Attorney that the payment of compensation specified in this Agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to, the allocation and appropriation of funds to the Department for the purpose set forth in this Agreement.

7. The Department has the option to renew or extend this Contract for additional one year periods, not to exceed two renewals or extensions.

NOW, THEREFORE, the parties have executed this Contract in triplicate originals, one to be retained by the Attorney, one to be retained by the Agency, and one to be filed with the Child Support Enforcement Section of the Department.

/s/ David S. Tedder, Attorney

/s/ Ed Worley, Chairman

Columbus County Board of
Commissioners

AGENDA - ITEMS DELETED

The Board concurred to delete the following items from the Agenda:

4. Resolution - Otis Nixon Recognition
7. Tax Releases

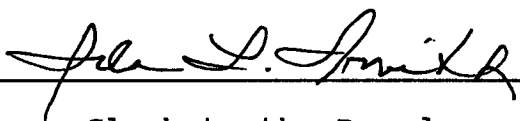
FARMERS HOME ADMINISTRATION - 1992 REPORT

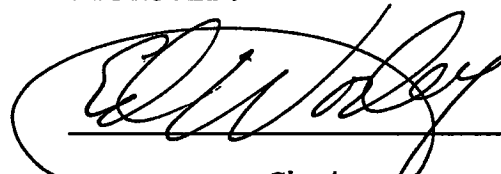
Ed Hall, representing Farmers Home Administration, presented the 1991-92 Status of Loan Obligations or Distributions for Columbus County by the United States Department of Agriculture, Farmers Home Administration Finance Office.

ADJOURNMENT

A motion was made by Commissioner Norris, seconded by Commissioner Richardson and passed unanimously to adjourn the meeting at 8:25 A.M.

APPROVED:


Clerk to the Board


Chairman