

COLUMBUS COUNTY BOARD OF COMMISSIONERS
Monday, May 15, 2023
5:45 P.M. – Closed Session
6:30 P.M. – Regular Session

The Honorable Columbus County Commissioners met on the above stated date and time at the Columbus County Commissioners Chamber, 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of conducting a Regular Session.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Lavern Coleman, **Vice Chairman**
Giles E. Byrd

Scott Floyd
Barbara Featherson
Brent Watts
Chris Smith

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Deputy Clerk**
Jana Nealey, **Clerk to the Board**

APPOINTEES ABSENT:

Agenda Item #1: MEETING CALLED to ORDER:

RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE and N.C.G.S. § 143-318.11(A) (4) ECONOMIC DEVELOPMENT

MOTION:

Commissioner Smith made a motion to recess regular session and enter into closed session, seconded by Commissioner Featherson. The motion unanimously passed.

Agenda Item #2: CLOSED SESSION IN ACCORDANCE WITH N.C.G.S §143-318.11(A)(3) ATTORNEY –CLIENT PRIVILEGE AND N.C.G.S § 143-318.11 and N.C.G.S. § 143-318.11(A) (4) ECONOMIC DEVELOPMENT

RECESS CLOSED SESSION and enter into REGULAR SESSION

MOTION:

Commissioner Featherson made a motion to recess closed session and enter into regular session, seconded by Commissioner Watts. The motion unanimously passed.

GENERAL ACCOUNT:

Board Attorney Boyd Worley gave the general account as follows:

The Board discussed (1) matter of Economic Development, (1) of Personnel, (1) Potential Litigation, and (1) Pending Litigation.

MOTION:

Commissioner Byrd made a motion to approve the General Account, seconded by Vice Chairman Coleman. The motion unanimously passed.

Regular Session begins at 6:30 P.M.

Agenda Items # 3 and #4: INVOCATION and PLEDGE of ALLEGIANCE:

Commissioner Brent Watts performed the invocation and Vice Chairman Laverne Coleman lead the Pledge of Allegiance.

a motion to close the public hearing, seconded by Commissioner Floyd. The motion unanimously passed.

Agenda Item# 5: APPROVAL OF AGENDA / TAXES, REFUNDS, & RELEASES:

Tax Refunds and Releases

<i>Refunds</i>			Amount:	\$536.95
Byrd Family LLC of Lake Waccamaw	PROPERTY:	18761	Total:	\$1,590.31
Value: \$15,300.00	Year: 18-22	Account: 11-03828	Bill#:	99999
Refund portion of value. 1930 House at 2953 Giles Byrd Rd torn down years ago.				
Refund Hallsboro Fire(40.02) refund Columbus Rescue(13.34)				
<i>Refunds</i>			Amount:	\$0.00
Killion, Daphna	PROPERTY:	00000	Total:	\$150.00
Value: \$0.00	Year: 2022	Account: 10-26101	Bill#:	99999
Refund user fee. Didn't need can				
<i>Refunds</i>			Amount:	\$0.00
McKee, William Keith	PROPERTY:	00000	Total:	\$113.00
Value: \$0.00	Year: 2022	Account: 16-10552	Bill#:	99999
Refund CERRO GORDO CITY user fee. Billed for 2 cans only has 1.				
<i>Refunds</i>			Amount:	\$12.88
Wells, Patricia	PROPERTY:	00000	Total:	\$15.12
Value: \$0.00	Year: 19-22	Account: 15-05210	Bill#:	99999
Refund portion of value. Billed incorrect acreage. Refund Columbus Rescue(.32)				
refund Acme Delco(1.92)				

*****The above Taxes, Refunds, and Releases were moved to next meeting's agenda.***

Agenda Item #6: BOARD MINUTES APPROVAL:

- a. April 03, 2023
- b. April 17, 2023

MOTION:

Commissioner Smith made a motion to approve seconded by Commissioner Featherson. The motion unanimously passed

Agenda Item #7: PUBLIC INPUT:

Columbus County Board of Commissioners
(Public Address to the Board)

REQUEST #:

TIME REC'D: P.M.

MEETING DATE: 5/15/23

(Leave this blank, Clerk will fill in)

NAME:

ROBERT P FLOYD III

✓

(First)

(Middle)

(Last)

ADDRESS:

TELEPHONE:

910 234 - 5282

TOPIC to be ADDRESSED:

PERTINENT INFORMATION:

SCHOOL SARE

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Robert Floyd commented:

I am here today to comment on the violence in the schools I could go on and on about the school shootings. Madison County NC the Sheriff there, Sheriff Buddy Hardwood, got

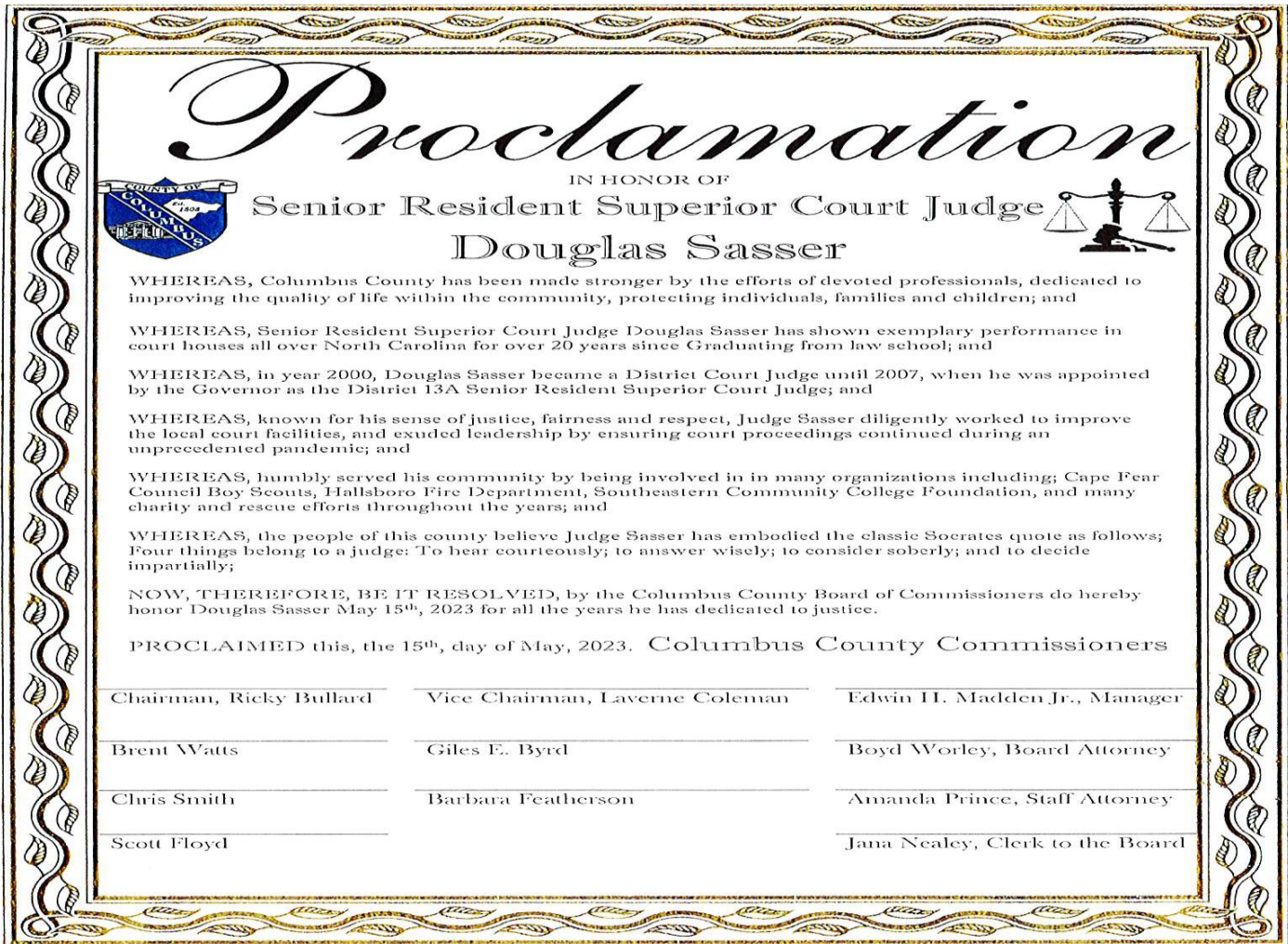
with the County Commissioners and approved long riffles under lock and key at the schools for the resource officers. I feel like it is important for us not to train kids to be victims, they look at us for protection and it starts with ya’ll. I just want ya’ll to consider that and see how Sheriff Hardwood did it and maybe we can too.

Agenda Item #8: PROCLAMTION – RECOGNIZING SENIOR RESIDENT SUPERIOR COURT JUDGE DOUGLAS SASSER’S RETIREMENT:

The Governing Body requested a Proclamation of Recognition for Judge Sasser celebrating his retirement

MOTION:

Commissioner Byrd made a motion to approve seconded by Vice Chairman Coleman. The motion unanimously passed.



Agenda Item #9: ADMINISTRATION – EMPLOYEE SPOTLIGHT:

County Manager Eddie Madden recognized Deanna Mercer from the Department of Aging.



Agenda Item #10: ADMINISTRATION – EMPLOYEE ACCOMPLISHMENTS:

County Manager Eddie Madden recognized Howard Wallace’s recent accomplishment of earning his doctorate degree.

Agenda Item #11: ADMINISTRATION – BUDGET PROPOSAL & ESTABLISH a PUBLIC HEARING:

County Manager Eddie Madden discussed the 2023-2024 Fiscal Year Budget Proposal and Finance Director Lacie Jacobs explained the Budget Proposal and how the figures were decided. Mr. Madden then requested to establish a public hearing on June 5th, at 6:30 P.M. or as soon as can be heard

**the FY 2023-2024 Budget Proposal is housed and available in the clerk’s office.*

MOTION:

Commissioner Byrd made a motion to approve seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #12: HEALTH SERVICES – 2023 PUBLIC HEALTH RANKINGS UPDATE and CHANGES:

Health Services Director Kim Smith presented the public health rankings as of 2023 and the changes resulting from the end of the health emergency related to COVID.

Columbus County Health Rankings 2019-20										
FACTORS	2019	2020	2021	2022	2023					
Mortality	97	95	93	92	92					
Morbidity	90	88	89	90	91					
Health Behaviors	88	88	94	85	89					
Clinical Care	87	88	91	94	95					
Social& Economic Factors	89	87	88	88	91					
Physical Environment	64	89	49	53	74					
Health Factor Overall	90	92	92	92	91					
Overall Ranking	94	94	92	91	91					
Improved in Rankings						Opportunities for Improvement				

Agenda Item #13: ADMINISTRATION – APPROVAL OF the LOW BID for HVAC SYSTEM:

Facility Services Director Stuart Carrol requested approval of the low bid from Pridgens Brothers in the amount of \$123,597 for the HVAC system to be installed in the new collections center at the Madison Street Property

MOTION:

Commissioner Floyd made a motion to approve seconded by Commissioner Featherson. The motion unanimously passed.

Columbus County *Downtown A* Building *located @ 306 Madison ST Whiteville NC*

Replace 1/ 20/ton Trane Heat Pump Unit on the First Floor with following Trane Model #:
TWA24043DAAE02P OD Unit Located on the ground level.
TWE24043BAAP01H Air Handler
BAYHTRP330B Heater
BAYGRLE005A Return Air Grill
The Existing unit is an R-22 Refrigerant System so the lines will need to be flushed.
There is an existing York 10 Ton Air Handler that will have to be removed and re-installed to get the existing Trane unit out and the new one in.

Replace 1/10 Ton Trane Heat Pump Unit on the 2nd floor with following Trane model #:
TWA12043AAAE02P OD Unit Located on the roof.
TWE12043AAAP01H Air handler
BAYHTRN325B Heater
This existing unit is also an R-22 Refrigerant System so the lines will need to be flushed.
This Air Handling unit is located in an Electrical Room on the 2nd floor.

Replace 2/10 Ton Trane Heat Pump Units on the 3rd floor with the following Trane model #'s:
TWA12043AAAP01H Out Door Unit located on the roof.
TWE12043AAAE02P Air Handler
BAYHTRN325B Heater
These units are also R-22 Refrigerant and the lines will need to be flushed.
The Air Handlers are located in the Penthouse above the 3rd floor.

Include all Electrical work, refrigerant piping and condensate piping along with unit disposal per EPA Standards.

Agenda Item #14: SOLID WASTE – APPROVAL of LOW BID for LANDFILL MAINTENANCE:

Solid Waste Director Harold Nobles requested approval of the low bid from Axel McPherson Construction, Inc. in the amount of \$2,690 for landfill maintenance.

MOTION:

Commissioner Byrd made a motion to approve, seconded by Commissioner Floyd. The motion unanimously passed.

Steven Edwards Construction, Inc.

Supply labor and machine to repair leachates by the day, price \$2,750.00 per day. Any additional materials such as seeding or matting will be an additional charge. Thank you for your consideration of accepting my quote.

Steven Edwards

AXEL MCPHERSON CONSTRUCTION, INC.
PO BOX 1330
WHITEVILLE, NC 28472
License # 49534

Estimate

Date	Proposal #
3/1/2023	1049

Name / Address
COLUMBUS COUNTY PUBLIC UTILITIES

PROJECT	LEACHATE CONTROL
Description	
PROVIDE LABOR AND EQUIPMENT TO REPAIR LEACHED AREAS ON OLD LANDFILL - PER DAY RATE \$2690.00	
EXTRA SOIL, SEED, MULCH - BILLED AS NEEDED	
Not responsible for unless otherwise stated above: - Federal, State and local erosion control plans or permits. - Relocation of existing utilities, structures or landscaping. - Testing or payment of or procurement of permits and fees. - Soils and ground water conditions being unsuitable for construction, rock excavation, or any toxic or hazardous materials encountered on site. If conditions are deemed unsuitable corrective measures will be considered extra work and extra cost.	

Authorized Signature _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AXEL MCPHERSON CONSTRUCTION, INC.
PO BOX 1330
WHITEVILLE, NC 28472
License # 49534

Estimate

Date	Proposal #
5/8/2023	1061

Name / Address
COLUMBUS COUNTY PUBLIC UTILITIES

PROJECT	LEACHATE CONTROL	
Description		TOTAL
PROVIDE LABOR , EQUIPMENT, AND MATERIAL TO REPAIR LEACHED OUT AREAS ON OLD LANDFILL.		26,000.00
Not responsible for unless otherwise stated above: - Federal, State and local erosion control plans or permits. - Relocation of existing utilities, structures or landscaping. - Testing or payment of or procurement of permits and fees. - Soils and ground water conditions being unsuitable for construction, rock excavation, or any toxic or hazardous materials encountered on site. If conditions are deemed unsuitable corrective measures will be considered extra work and extra cost.		TOTAL \$26,000.00

Authorized Signature _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Phone #	Fax #	E-mail
910-642-1883	1-888-213-4218	axelmcperson@gmail.com

Agenda Item #15: ECONOMIC DEVELOPMENT – SECOND READING, APPROVAL of ZONING DISTRICT:

EDC & Planning Director Dr. Gary Lanier requested the Columbus County Board of Commissioners to approve the second reading for the establishment of the proposed McGill Meadows Zoning District

MOTION:

Vice Chairman Coleman made a motion to approve, seconded by Commissioner Watts. The motion unanimously passed.

****the site plans for McGill Meadows Zoning District are housed in the clerk’s office***

Agenda Item #16: EMERGENCY SERVICES – APPROVAL of the LOW BID to REPLACE a DAMAGED METAL BUILDING:

Emergency Services Director Nick West requested approval of the low bid from Columbus Outdoor in the amount of \$5,812.53 to replace a metal building damaged in Hurricane Florence.

MOTION:

Commissioner Byrd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.

Proposed Shelter for Emergency Services

The Columbus county emergency services is proposing to have constructed a 12 x 12 x 41 vertical panel roof open rv style shelter same will have one gable end and 6 ft. wall panels down each side. This shelter will be installed at 223 Lee Avenue beside the new warehouse that has been constructed on the same property. The fire safety trailer was previously stored under a shelter owned by the county at the sheriff's department. The shelter located on the sheriff's department property sustained major damage beyond repairs on 12/24/2022 during high winds due to cold front moving across the county. There was an insurance claim filed on the county insurance, and an adjuster come out to review the damage to the shelter, the adjuster totaled the shelter and told us to provide quotes on a new shelter. Quotes were obtained through three vendors and the lowest quote was \$ 5,634.27. and this was quoted in January of 2023. The insurance adjuster estimated the replacement cost at the quote of \$5,634.27 dollars less 20 percent \$1,100.00 depreciation with a ACV loss of \$4,534.27 less The deductible \$1,000 with a net claim of \$3,534.27. Once shelter has been purchased and installed the insurance company said to mail in a copy of the invoice and they will reimburse the depreciation amount of \$ 1,100.00 A check was mailed to the county in the amount of \$ 3,534.27 on 1/30/2023 and was deposited into the general funds. There were three updated quotes received on the shelter for the purchase.

3/29/2023 from Singletary small engines in the amount of \$9,367.00

3/29/2023 from Viking steel structures in the amount of \$5,852.09

3/29/2023 from Full throttle fabrication LLC in the amount of \$7,750.54

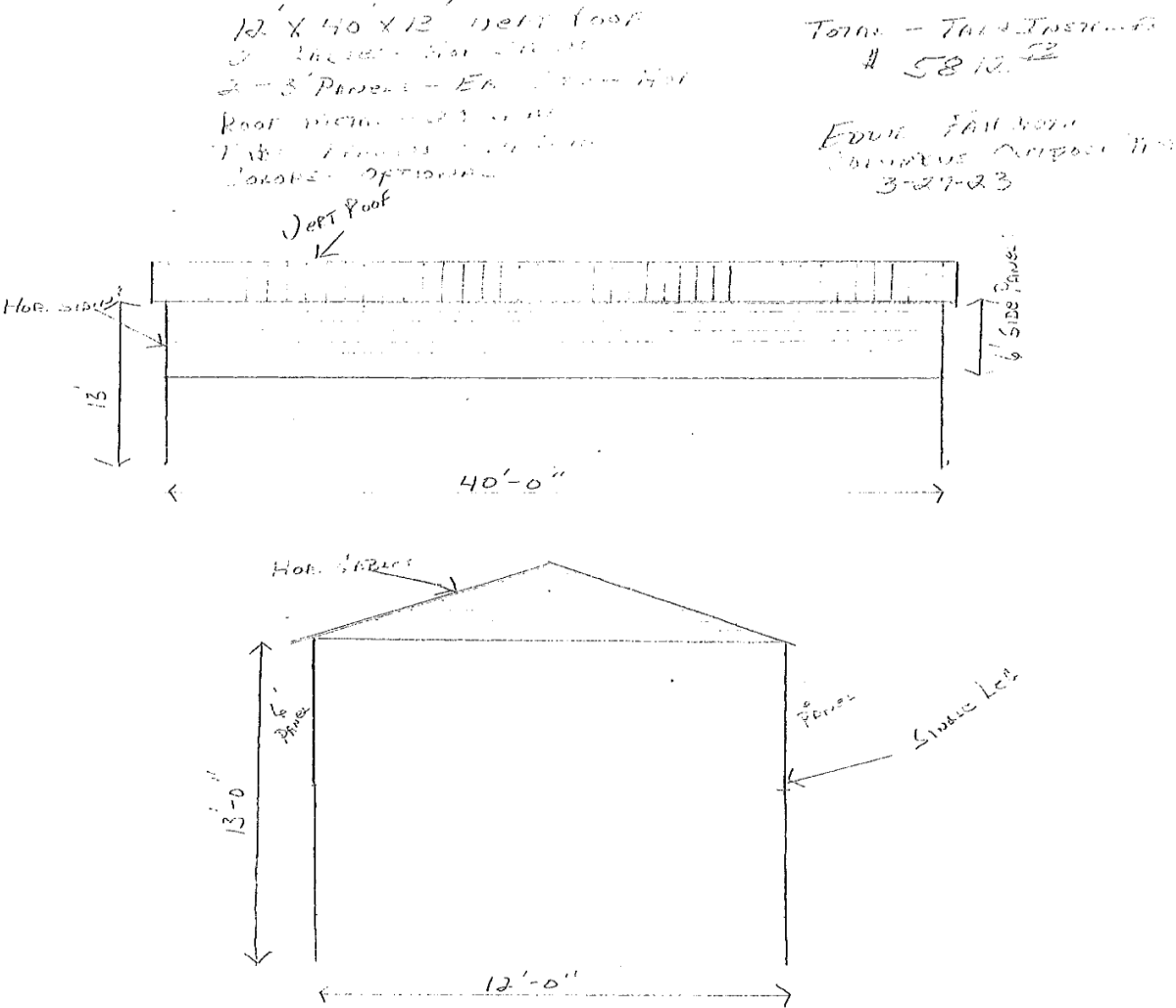
3/27/2023 from Columbus Outdoor Products \$ 5812.53

After receiving bids on the buildings and with the insurance check this will require the county to have to pay a difference of \$2,278.26 however after installation and copy of invoice has been sent to the insurance company they will reimburse \$1,100.00 that was withheld for depreciation. This would have the county only having to invest \$1,178.26 for the shelter. After receiving the quotes, it is my recommendation that the shelter be purchased from the lower bid of \$5,812.53 that was from Columbus Outdoor Products. By the check being deposited into the general fund we will have to request the funds to be moved into the emergency services account and to secure the additional \$2,278.26 to replace the shelter for storing the fire safety trailer. Attached is a copy of the three quotes submitted.

Any questions or concerns please contact me in regards to this matter.

Shannon Blackman, Fire Marshal

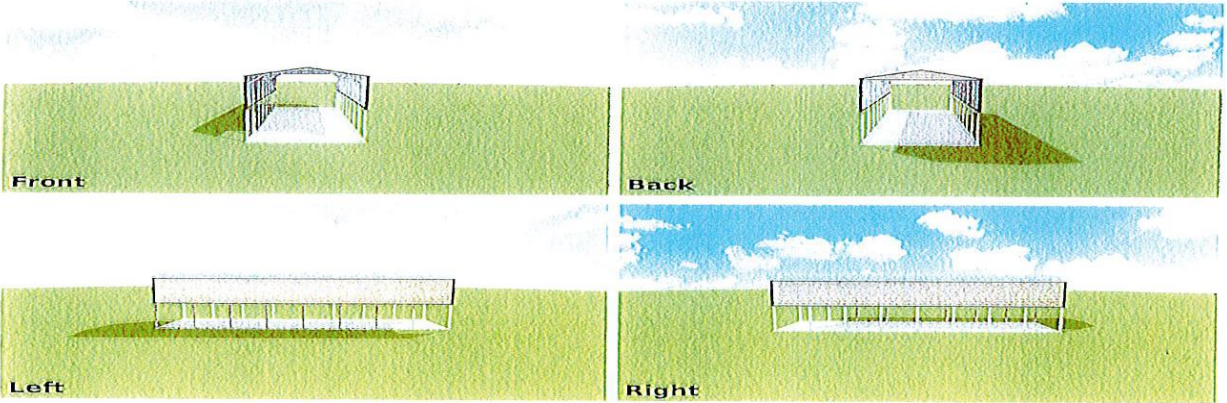
910/640/6610 Ext. 3





+1-877-272-8276
sales@steelbuildingsandstructures.com

ORDER REFERENCE #		ORDER DATE	BUILDING TYPE
05d8ddaf-e928-4684-88a9-c9375c1d7b63		March 29, 2023, 10:59 a.m.	Garage
CUSTOMER INSTALLATION	PHONE	EMAIL	ADDRESS
Columbus County	9108404835	gsblackman@columbusco.org	106 E Love Mill Rd Whiteville, NC 28472
CUSTOMER BILLING	PHONE	EMAIL	ADDRESS
Columbus County	9108404835	gsblackman@columbusco.org	106 E Love Mill Rd Whiteville, NC 28472
DEALER	PHONE	EMAIL	ADDRESS
Ryan Stephens Full Throttle Fabrication, LLC	9107881727	cctrailers11@gmail.com	106 E Love Mill Rd Whiteville, NC 28472
CUSTOMER NOTES		DEALER NOTES	



SIZE (W X L X H)		ROOF WIDTH	ROOF LENGTH	BASE LENGTH	SIDE HEIGHT
12' x 41' x 12'		12'	41'	40'	12'
GAUGE	ROOF TYPE	CERTIFIED	SURFACE	ELECTRICITY	PANEL ORIENTATION
14	vertical	certified	Asphalt	No	side-horizontal
ROOF COLOR	END COLOR	SIDE COLOR	TRIM COLOR	WAINSCOT COLOR	COLORED SCREWS
Slate Blue	Clay	Clay	Burgundy		No

MAIN SECTION			
ELEMENT	ITEM	DESCRIPTION	PRICE
Roof	Dimensions	12x41 - vertical	\$3945.00
Side	Height	12' single	\$865.00
Building	Engineer Certified	certified	\$420.00
Sides	Left Side	partial-6 side-horizontal	\$480.00
Sides	Right Side	partial-6 side-horizontal	\$480.00
Ends	Back End	gable-end - side-horizontal	\$255.00
Sides & Ends	J Trim	sides-and-ends	\$140.00
SUBTOTAL			\$6585.00
10% STEEL SURCHARGE			\$658.50
MANUFACTURER SUBTOTAL			\$7243.50
TAXES (7.00%)			\$507.04
MANUFACTURER TOTAL			\$7750.54
DEPOSIT TOTAL			\$0.00
DELIVERY TOTAL			\$7750.54

CUSTOMER SIGNATURE	DATE	DEALER/MANUFACTURER SIGNATURE	DATE

Sedgwick Claims Management Services, Inc
P O Box 14436
Lexington, KY 40512-4436



COLUMBUS COUNTY
805 WASHINGTON ST
WHITEVILLE NC 28472

DATE	CHECK AMOUNT	CHECK NUMBER
01/30/2023	3,534.27	132846297
PAYEE	TAX ID	
COLUMBUS COUNTY	None	
SCMS UNIT	PAGE	
184 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
COLUMBUS COUNTY	12/24/2022	4A2301C77FM-0001
Amt Paid: 3,534.27		Description: Damage to building
Dates: 12/24/2022 - 12/24/2022		Comment: Sheriff RV Shelter - wind damages

Shannon,
I apologize for
opening this. I
thought it was
our shelter!
Susan
Sheriff Office

VOID AFTER 60 DAYS

Sedgwick Claims Management Services, Inc
On behalf of
NGACC Liability and Property Pool

ORIGIN
1841278
Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 01/30/2023

132846297
62-22
311

PAY: *****THREE THOUSAND FIVE HUNDRED THIRTY FOUR AND 27/100 DOLLARS

\$3,534.27

PAY TO THE ORDER OF COLUMBUS COUNTY

Sedgwick

MEMO: _____ AP

NC Counties of Liability and P, Principal
Sedgwick Claims Management Services, Inc., Agent By:

Shannon Blackman

From: Childs, Ronald <Ron.Childs@sedgwick.com>
Sent: Wednesday, January 18, 2023 2:05 PM
To: Shannon Blackman
Cc: 'Brandie Hinson'; 'Nick West'
Subject: [External] RE: [External] Columbus RV Shelter
Attachments: 01 Columbus Singletary Small Engines Quote Pretax \$5,634.27.pdf

Shannon,

OK to dispose of the shelter.

If you had a 12X40' that is what insurance owes you to put back. I noticed the size differences in the estimates, and I have revised the loss figure for the 12X40'.

Cost to replace	5,634.27
Less Recoverable Depreciation 20%	<u>1,100.00</u>
ACV Loss	4,534.27
Less deductible	<u>1,000.00</u>
Net ACV claim	3,534.27

The depreciation is recoverable when you submit the invoice, and the repairs are completed. I will submit the recommendation for payment. Call me with any questions.

Thank you,

Ron Childs
Executive General Adjuster
Sedgwick
156 E. Main St, Suite D-6
Rock Hill, SC 29730
803-517-4824
Ron.Childs@Sedgwick.com

From: Shannon Blackman <gsblackman@columbusco.org>
Sent: Wednesday, January 18, 2023 1:46 PM

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To: Childs, Ronald <Ron.Childs@sedgwick.com>
Cc: 'Brandie Hinson' <bhinson@columbusco.org>; 'Nick West' <rnwest@columbusco.org>
Subject: RE: [External] Columbus RV Shelter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would think so as that is the lower price we received however the shelter damaged was a 13x13x 40 and the lower quote was a 12x12x36 this is ok and will work for us do you need both of use to approve or is it ok with my approval. Also Its ok to remove the shelter and dispose of it.

From: Childs, Ronald [<mailto:Ron.Childs@sedgwick.com>]
Sent: Wednesday, January 18, 2023 9:49 AM
To: gsblackman@columbusco.org
Cc: Bhinson@columbusco.org; Maphis, John <John.Maphis@sedgwick.com>
Subject: [External] Columbus RV Shelter

Shannon and Brandie,

The lower of the pretax quotes is \$5,104.00. Does this work for you? Please let me know.

It is OK to remove the shelter.

Thank you,

Ron Childs
Executive General Adjuster
Sedgwick
156 E. Main St, Suite D-6
Rock Hill, SC 29730
803-517-4824
Ron.Childs@Sedgwick.com

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Agenda Item #17: EMERGENCY SERVICES – APPROVAL of the 911 SERVICES GRANT AGREEMENT:

Emergency Services Director Nick West requested approval of the 911 services grant agreement in the amount of \$4,085,560 for the up fit of the new 911 center.

MOTION:

Commissioner Byrd made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of the month of 2023 by _____, and between Columbus County the Grantee and the North Carolina 911 Board (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree as follows:

WITNESSETH:

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

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

WHEREAS Grantee submitted a Grant Application to construct a new PSAP, and

WI-EREAS the 911 Board allocated funds for the purposes identified in the grant application.

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

1. Definitions:

- a. Project: The renovation of a County-owned building to create a new Columbus County 911 facility, to include associated building systems, technology systems, and outfitting for the facility.
- b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
- c. Executive Director: Executive Director of the 911 Board.
- d. Grant Funds: the amount authorized for award by the 911 Board in the amount of \$4,085,560.00.
- e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
- f. Grantee: Columbus County, notwithstanding N.C. Gen. Stat §143C-6-23(a)(3).
- g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined in N.C. Gen. Stat. § 143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
- h. Interlocal agreement: Reserved
- i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.
- j. Subgrantee: As defined in N.C. Gen. Stat. § 43C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- k. Unit, or unit of local government:
As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. § 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

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

2. Scope of Project: To renovate a 6, 103 square foot portion of a County-owned building to construct a PSAP, incorporating necessary building systems, technology systems, and outfitting the center for the purpose of providing 911 service.

- a. Grantee shall be responsible for administrative and management duties associated with the Project and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for pay for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to N.C. Gen. Stat. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items. For avoidance of doubt, the Grantee agrees that it will use County General Funds to pay for consultant and architect fees denoted in the Grant Application, and shall not apply any Grant Funds to those categories.

- b. Grantee shall prepare and submit reports as stated in Exhibit A.
 - C. Goals and objectives include:
 - 1. To construct, outfit, and furnish a new PSAP in a building purchased by the County with a square footage of 6,103 square feet. The PSAP will provide working space for six (6) workstations.
 - 1. This Agreement allocates \$3,799,285 for construction, construction contingency, building permits, third party services to verify contractor adherence to specifications. Construction funds are to be used for costs necessary for construction, such as bricks, mortar, HVAC, UPS, access control, and security. This also includes the portions of a generator and uninterruptible power supply that will supply power only to the PSAP.
 - 2. This Agreement allocates \$223,775 relating to technology for this construction, to include network racks and cabling, monitors for administrative offices and to display in the 911 Center, connectivity through a fiber data connection to the State of NC VIPER radio network, a distributed antenna system, moving the PSAP's current call handling equipment, radio components and controls, and logging recorder, and technology contingency funds.
 - 3. This Agreement allocates \$62,500 for furniture, fixtures, and equipment for the bunk rooms, conference room, quiet room, and kitchen.
 - 2. Adhere to rules for PSAP facilities, equipment, and software within 09 NCAC 06C .0200, and for the use of grant funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.
 - 3. Coordinate technology purchases and facility design to ensure continued compliance with the State NG911 system, including GIS call routing.
 - 4. Conduct thorough system(s) testing before acceptance.
 - d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
 - e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement, with details of the architectural and building plans representing any changes from the Grant Application. Revisions and work plan changes shall identify permitting, environmental and geotechnical site survey results, any abatement requirements, an assessment of the tower as proposed in the Grant Application, and associated costs as well as the source(s) of funds to complete any conditions, contingencies or abatements. Revisions and work plan changes should identify project component details (as identified in the Grant Application and this Agreement) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.
 - f. Grantee will draft one or more Requests for Proposal to be utilized by Grantee in development, procurement and/or operations of the Project consistent with the Grant Application and approved project budget.
 - g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
 - h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.
3. Changes in the Project.

- a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 et seq., or subsequent modification thereof.
 - b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
 - c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
 - d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.
 - e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through December 31, 2025. (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement shall be extended only one time.
6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:
 - a. The Project is anticipated to be completed in approximately thirty-six (36) months. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.
 - b. Project milestones are identified in the Grant Application, and incorporated into Exhibit A, are incorporated herein by reference.
 - c. The Columbus County PSAP will continue to operate during the Project, either at the primary or the backup PSAP; therefore, there will be no disruption to 911 call taking and emergency dispatching services.
 - d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar solicitation documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
 - e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
7. Delivery of Grant Funds. The total Grant Funds equal Four Million, Eighty-Five Thousand, Five Hundred Sixty (\$4,085,560.00) Dollars. Grant Funds shall be held by the 911 Board and delivered at a maximum as follows:
 - a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such

other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include predetermined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B1400 et seq. and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

C. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees

that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

d. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

e. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 et seq.

f. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of grant funds to the Board.

g. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

h. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

i. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant funds it has received to the Board.

j. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant Application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application. All general funds shall be expended prior to fully expending Grant funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. § 138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board, nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict of interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a line item in the budget allocation is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category, shall require prior approval from the 911 Board. Grant funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

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

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 et seq., Non-State Entities Receiving

State Funds in N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules, and Regulations, as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring

activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

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

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

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

14. Termination: Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt: 1) Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination; 2) Failure to complete any necessary permitting, environmental abatement or failure to appropriate funds to complete such permitting or abatement, shall result in termination of this Agreement. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

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

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

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

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers

and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such third

party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the third party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in N.C. Gen. Stat. §143B1407(c).

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

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

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

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

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

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

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

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

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or

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affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

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

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

g. Grantee certifies that it has complied with N.C. Gen. Stat. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of N.C. Gen. Stat. § 14234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

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

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

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract

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shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

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

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the

excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

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

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

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.
- f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.
- g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided,

however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

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

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

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

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

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

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

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

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

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

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. § 132-9 or other

applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All nOtices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed or by e-mail, as follows:

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

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

If to Grantee: Attn: Valecia Jacobs, 911 Director
 Columbus County Emergency Services
 608 N Thompson Street
 Whiteville, NC 28472

 Ph: 910-640-6610, Extension 6
 E-Mail: valecia.jacobs@columbusco.org

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

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

30. This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.

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

Columbus County

By: Shawn H. Noble Jr
Title: County Manager
Date: 5-15-23

ATTEST:

Janice Nealey
Clerk to the Board

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

By: _____
~~Chief Finance~~ ~~Financial Officer~~

N.C. 911 Board

By: _____
Title: _____
Date: _____

Exhibit A
Reporting Schedule

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

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the progress thereof, of the Project: The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP transitions to the new facility, priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed herein and shall be revised consistent with progress reports and budgets for the Columbus County PSA-P.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning 5 August 2023 and continue thereafter on the fifth day of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of each report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure

shall be accompanied by a statement of the action taken or contemplated, and any federal or other assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
- c. Interim reports shall be delivered not less than annually.

6. Final Project Report

- a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.
- b. The final project report shall document and surmmarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the grant application were met. The final report shall be submitted within 45 days after the end ofthe project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
- c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agr.ees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

8. Timeline of Project Work:

Task	Date of Completion
Contract with consulting firm for project management, as well as architecture and engineering firms	July 31, 2023
Undergo design and construction document processes	February 1, 2024
Bid construction project	February 29, 2024
Contract with construction firm	April 30, 2024
Renovation of the new 911 facility, including demolition and construction. This includes addressing any construction punch list items.	June 30, 2025
Develop Technology Schedule	September 30, 2024
Develop and publish RFPs for technology	March 31, 2025


Develop migration transition plan	February 28, 2025
Procure equipment and infrastructure for the new facility	April 30, 2025
Test and validate all new equipment infrastructure	August 31, 2025

Migrate technologies to conduct 30-day burn-in.	August 31, 2025
Install infrastructure and technology such as cabling, aligning with construction requirements	September 30, 2025
Transition 911 operations to the new PSAP, including monitoring all systems post-cutover	October 31, 2025
Grant Closeout	December 31, 2025

Agenda Item #18: EMERGENCY SERVICES – APPROVAL of the ARCHITECTURAL CONTRACT and PROPOSAL:
Emergency Services Director Nick West requested approval of the architectural contract with Coastal Architecture and the proposal from Mission Critical partners

MOTION:
Vice Chairman Coleman made a motion to approve, seconded by Commissioner Watts. The motion unanimously passed.

**The full proposal is housed in the clerk’s office*



AIA

Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the fifth day of April in the year two thousand twenty three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Columbus County
111 Washington Street
Whiteville, NC

and the Architect:
(Name, legal status, address and other information)

Coastal Architecture pllc
4206 Bridges Street
Suite C
Morehead City, NC

for the following Project:
(Name, location and detailed description)

Renovations for Columbus County 911 Center
131 W. Webster Street
Whiteville, NC

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Architect to provide design services including architectural, structural modifications, plumbing, mechanical and electrical engineering. Mission Critical Partners to be a 911 design consultant to the Architect as a part of the design portion of this contract and Mission Critical Partners will also provide Post Construction Migration for Public Safety Systems

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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User Notes:

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

• Mission Critical Partners (design consultants):	\$200,000.00 (see attached proposal)
• Mission Critical Partners (post Construction migration for Public Safety Systems	\$225,000.00 (see attached proposal)
• Coastal Architecture pllc Schematic Design:	\$31,125.00
• Coastal Architecture pllc Design Development:	\$73,500.00
• Coastal Architecture pllc Construction Documents	\$147,000.00
• Coastal Architecture pllc Bidding/Negotiation:	\$18,375.00
• Coastal Architecture pllc Construction administration:	\$73,500.00
• Project expenses (printing, travel, etc)	\$10,000.00

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

(Paragraph deleted)

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond eighteen (18) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

1, The following is not part of this proposal:

- Survey/topo
- Hazardous Material Identification or abatement design
- Site Design/Civil Engineering (other than minor modifications of existing)
- Utility Design
- Fire Sprinkler Design (this to be provided by vendor)
- Furnishings
- Geotechnical investigations
- Antennae design
- Additions to the Building

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User Notes:

2. In the event of a dispute between the owner and architect, the first step in settling the dispute will be by mediation. If mediation does not settle the dispute, then the dispute is to be solved by legal proceedings in a court of law unless both parties agree to arbitration.

3. Miscellaneous Terms

A. Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of North Carolina.

B. Non-Appropriation

All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Columbus County Board of Commissioners. In the event of non-appropriation of funds by the Board for the services provided under this Contract, County will terminate this Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Customer shall not be obligated under this Contract beyond the date of termination.


C. E-Verify. Parties are aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes.

D. Not to Exceed. The total amount paid pursuant to this contract shall not exceed the terms as stated in Article 6 of this contract

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)
Lee Dixon AIA President Coastal Architecture pllc

(Printed name, title, and license number, if required)

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

Finance Officer _____ Date _____

Approved as to form: _____ Date _____

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/ User Notes:

Agenda Item #19: DSS – MONTHLY UPDATE:

Social Services Director Algernon McKenzie presented the monthly Social Services update.

**Monthly Administrative Update
For April 2023
May 15, 2023 Meeting**

The month of April was Child Abuse Prevention Awareness month. We are appreciative of the proclamation that was received from the Board of County Commissioners. I presented the proclamation to the Columbus County Partnership for Children and made their board aware of the proclamation during their April meeting.

On April 13, 2023, I participated on the Director’s Executive Board meeting. During our meeting we received updates on Medicaid Expansion. DHHS is in the planning stage at this point and there is no definitive implementation date. Implementation of Medicaid Expansion is dependent on the passing of the state budget and approval from the Center for Medicaid Services (CMS). After approval there is a 120 day period to begin implementation.

We were informed that counties will continue to be held harmless for fiscal year 2022-2023 and 2023-2024. This is good news for local DSS agencies because this will allow for medicaid workers’ salaries to be reimbursed at 75/25 instead of 50/50. We are hopeful that this will be approved. We were also informed that the lab Corp fee for DNA test in Child Support will increase to \$42.00

It was announced that the Low Income Water Assistance Program will end September 30, 2023. However, counties are to stop taking applications as of May 31, 2023 due to funding slowly being depleted.

Lastly, there was a power point presentation on the new Child Welfare Intake Screening tool that is being developed and the proposed regional support model.

During the month of April, I participated I and attended eleven in person and zoom meetings.

April 2023
Human Services

Adult Services (APS)

APS Reports Accepted: 9
County Wards: 26
Number of Payee Cases: 11
Adults Served APS: 0
Number of Medicaid Transportation Trips: 495
Amount Requested for Reimbursement: \$3,445.76

Children’s Protective Services (CPS)

Reports Accepted: 26
Reports Screened out: 23
Families Receiving In-Home Services: 43
Children Served: 70
Contacts with Families Monthly: 422
Assessments: 17

Foster Care

Foster Children in Foster Homes: 107
Children Placed Outside County: 30
Agency Adoptions: 4
Pending Adoptions: 8
Total Foster Homes Licensed: 7
Total Children in Foster Care: 111

Work First Employment (TANF)

Applications Taken: 24
Applications Approved: 5
Individuals Receiving Benefits: 214
Entered Employments: 1
Number in Non-Paid Work Experience: 0

April 2023
Human Services (continued)

Program Integrity

Collections for Fraud: \$230.00
New Referrals: 1
Cases Established: 0

Day Care

Children Receiving Day Care Assistance: 482
Children on the Waiting List: 0
Amount Spent on Day Care Services: \$231,098.00

April 2023
Economic Services

Food & Nutrition

Applications Taken: 137
Applications Approved: 141
Active Cases: 6,804
Benefits Issued: \$2,127,755.00
Participants Served: 13,330

Adult Medicaid

Applications Taken: 73
Cases Terminated: 24
Redeterminations: 154
Applications Processed: 117

Family & Children’s Medicaid

Applications Taken: 79
Applications Processed: 223
Redeterminations: 896
Total Medicaid Cases: 15,383
Total Individuals Receiving: 23,555

Child Support

Absent Parents Located: 38
Orders Enforced: 701
Active Cases: 3,854
Collections: \$406,144.00
Respectfully submitted,
Algernon McKenzie

HUMAN SERVICES BOARD REPORT

Dwella M. Hall, Program Manager

Vacancies/Updates/News for April, 2023

Intake/Investigation/Assessment:

The Intake/Investigation/Assessment Unit continues to have 1-vacancy. An interview was completed with a recommendation for hire. This Unit continues to receive an abundance of referrals involving substance abuse, domestic violence, and mental health issues, among other things. The Two after hours’ positions have been filled and the workers have hit the ground running. The after-hours positons have also increased the morale among the CPS staff as they also assist with after hour visitations with exiting cases to assist the SW’s. CPS continues to assist the FC unit with incoming cases due to the high volume of children entering custody. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

In-Home Services:

The In-Home Services Unit is now fully staffed after 2 years. The total caseloads with contacts of children served continue to increase indicating more intensive involvement with SW's and their current caseloads. In home services continues to assist the FC unit until they are fully staffed. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Foster Care/Permanency Planning:

The Foster Care Unit continues to have 1-vacancy. There are currently 111 children in care. The numbers have decrease significantly; it was largely due to reunifying children back with parent's/family members or caretakers; however, we are suspecting the numbers to slowly increase with the likelihood of more children entering custody. The CPS and In-home Services unit continue to assist Foster Care with case management duties, until staff can be hired and properly trained. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Transitional Unit:

The Transitional unit is fully staff; one employee is out on Maternity leave. This unit continues to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties, assisting with supervising visits and transporting children in custody. In addition, the Transitional Unit continues to have an influx in home studies and home assessments from other counties and within CCDSS Child Welfare. This Unit continues to assist particularly in the area of making monthly contacts with the children in foster care. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster home in the county. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Adult Services:

The Adult Services Unit has 1 vacancy. The position will be reposted. This unit continues to serve ages 18 and above, with protective services, persons under guardianship, and special assistance in-home case management. There have been major changes to this program due to new State Laws which have been enacted making it an entitlement program. We do expect a major influx of applications based on those changes. Guardianship of incompetent adults continues to be the heaviest case load, with the average age becoming younger.

Work First Employment:

This Unit continues to be fully staffed; however, one employee is out on unexpected Medical leave. The unit is open for in-person applications, telephone interviews continue for Work First applications, recertification's, short-term services and benefits. Certain necessary application documentation can be mailed to individuals that wish to apply and when received back the worker can conduct telephone interviews to complete that application. Some application information is also being provided for pick-up in the foyer area of the agency. Workers are encouraged to make telephone contacts with clients at least every two weeks to offer support and resources to clients and to encourage program participation. Transitioning back to regular application and case processing is now beginning after COVID-19 waivers ended. The agency continues to have monthly meetings with the state reps by conference calls. The Regional Economic Consultant conducted a telephone consultation this month.

Child Day Care:

The Child Day Care Unit continues to be fully staffed. The Supervisor and staff continue to work the over and under payment report to ensure proper payment is being made to county daycare providers. Day Care services are continuing to be provided and the state is working with county agencies and day cares to help them stay open as much as possible while providing a safe environment for children. Day Care slots within local Day Cares are limited at this time and many Day Cares are now on a waiting list. DSS staff continue to work with families to ensure their services stay in place while limiting contact to the telephone as much as possible. The agency has eliminated the waiting list and able to serve the public. Supervisor continue to ensure case transfers are received properly and sent in a timely manner.

Program Integrity:

Repayment agreements continue to be relaxed to help clients during this time. Staff are working to clean up a backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

Energy Assistance:

CIP continues with the heating season which means helping with clients with their main source of heat. LIEAP ended as of March 31, 2023 for all county residents. Applications for CIP continue to be available on EPASS where applicants can complete and submit applications on-line, but continue to be available in our lobby for pick up and

completion. One in-house staff person is currently processing applications. Program Integrity staff are assisting as needed due to influx of applications. Two temporary staff member hired to assist with determining eligibility with energy applications.

Low Income Household Water Assistance Program (LIHWAP)

LIHWAP continues for all counties. This program is a federally funded program that will provide emergency assistance to low-income households to prevent disconnection or provide assistance with the reconnection of drinking and wastewater services. It will be based on a priority list: Group 1 will consist of households that have had water services disconnected. Group 2 will consist of households that are in jeopardy of water services being disconnected unless action is taken to prevent the disconnect. Group 3 will consist of households that have current water service bills and need assistance to maintain service. We continue to work this program, assisting almost all applicants that submit applications for assistance. There are funds available however the majority of this allotment has been utilized to assist clients who meet the criteria.

Economic Services Narrative

Darlene Jenkins-Parks, Income Maintenance Administrator

Vacancies/Updates/News for April 2023

F&C Medicaid Intake/Processing Unit:

F&C Medicaid unit is fully staffed. They have five IMC II's that complete the intake and processing of applications received face to face in agency, e-pass, FFM, and mail-in. They will expect an increase in the FPP (Family Planning) referrals for applications with the CCU (Continuous Coverage Unwinding). At this time there is very little information known in the reference of Medicaid expansion and how much impact it will have on the unit and other Medicaid staff.

F&C Medicaid Review Unit:

F&C Medicaid Review unit is fully staffed with nine IMC II's, one lead worker and one supervisor. April has been a very busy month for our team. Medicaid unwinding is in full force. The team has started working on reviews ending 06/30/2023. We have all completed the required trainings and are using unwinding policy. We still have lots of questions and are meeting weekly because communication is a must!

Adult Medicaid Intake/Processing Unit:

The Adult Medicaid Intake and Processing Unit after almost two years became fully staffed on March 6, 2023. We currently have three employees that are in the beginning stages of their training. At this present time, all of the other Adult Medicaid Intake and Processing caseworkers are carrying the caseloads of the three new caseworkers that are in training.

Adult Medicaid Review Unit:

The Adult Medicaid review unit has one IMC II vacancy and the supervisor position vacancy. Both positions interviews have been completed and selection complete. The unit supervisor is scheduled to begin on May 22, 2023. The IMC II has been selected and pending the hiring process. We are excited to fill both positions with experienced individuals. The unit staff and lead worker has been working to begin the review process for ending June 30, 2023 following the CCU (Continuous Coverage Unwinding) state guidelines. As part of the Franklin vs Kinsley (formerly known as Hawkins vs Cohen) settlement agreement the agency has implemented the central email for beneficiaries/authorized reps. to email information requested to their recertification caseworker. Another part of the settlement requirements is currently in the works with our phone provider, Century Link for price too adapt our main phone line to allow callers the opportunity to leave a detailed voicemail when any incoming call drops or when agency is closed.

LTC/CAP/SA Unit:

The LTC/CAP/SA unit is fully staffed with the addition of the re-hire of an experienced Adult Medicaid PLA Intake/Processing caseworker. This caseworker will require training in LTC/CAP and lastly SA programs. However, with her previous PLA Adult Medicaid experience her training should not require as much time as a new hire with no experience in Adult Medicaid.

Non-Emergency Medicaid Transportation (NEMT) Unit:

The MA Transportation unit fully staffed consists of two workers, the department continues with daily calls, new and updated assessments, scheduling for customer pickup from vendors, as well as billing for van and mileage.

Housekeeping:

The Housekeeping unit fully staffed consists of two workers. The housekeepers keep up with daily schedules and routines throughout their day with sanitizing and keeping the agency clean and neat.

FNS Intake/Processing:

FNS intake/processing unit filled their last caseworker vacancy on 4/21/23. They have five staff in training and the four seasoned staff. The lead worker is busy training new staff while the supervisor is 2nd partying two of the new staffs work and her other duties. It is a busy time and everyone is working together. They are excited to be fully staffed with caseworkers, however they lost their Office assistant on 4/21/2023 to the FNS review unit. This position was advertised in house and closed 4/23/23. The PHE waivers are still in place but expected to stop effective July 1, 2023. The supervisor attended in person training at the Duplin Co. DSS on Wednesday April 26, 2023 for training in the upcoming policy changes as the effect of the ending of the waivers.

FNS Review:

FNS review unit has one vacant position for Review team posted on 4/17/23 & closing on 5/1/23. One position filled on 4/21/23 with an IMC I work against as an IMC II. Total of seven fully trained staff members, one new hire in training with seven workers continuing to carry 2 vacant caseloads in addition to their own workload. Waivers extended thru June 30th include extension of 6- month certification periods, waived eligibility interview, telephonic signature. ABAWD waiver and drug felon waiver to end 6/30/2023 and college student waiver ends the first recertification after PHE is lifted. The unit lead worker attended in person training at the Duplin Co. DSS on Wednesday April 26, 2023 for training in the upcoming policy changes as the effect of the ending of the waivers.

Child Support

Child Support Enforcement unit continues to have three vacancies these vacant positions posted ended May 1, 2023 with no qualified applicants, pending re-post. However, there is one of the three positions pending the hiring process from previous closing. The Establishment unit is fully staffed with the last two positions being filled on March 21, 2023. These agents and the one filled on February 21, 2023 are in the training process. The child support unit has prepared 165 cases for court action this month for both the establishment and enforcement units. We continue to strive for excellence in customer service while being short staffed for and extended time.

Agenda Item #20: FINANCE – APPROVAL of BUDGET AMENDMENTS:

1. Finance Director, Lacie Jacobs, requested approval of the following budget amendments.
 - a. Health – Maternal
 - b. Health – Family Planning
 - c. Detention Center – Additional Revenue

MOTION:

Commissioner Byrd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.

BUDGET AMENDMENT

FY 22/23

Name of Department

Health

Agency Head Signature

Kimberly Smith 050523

Date Prepare / Submitted to Admin

May 4, 2023

Date Received in Admin

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	5167	512100	Maternal Health Salaries	\$116,000
10	5167	512700	Maternal Health Longevity	\$1,620
10	5167	518100	Maternal Health FICA	\$10,690
10	5167	518200	Maternal Health Retirement	\$18,125
10	5167	518300	Maternal Health Insurance	\$20,295
10	5167	518910	Maternal Health Christmas Bonus	\$5,224
10	5167	523900	Maternal Health Drugs and Medical	\$500
			Total Net Expense	\$172,454

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	3510	430054	Maternal Health Medicaid	\$172,454
			Total Net Revenue	\$172,454

This budget revision has been approved by the Columbus County Finance Office:

This budget revision has been approved by the Columbus County County Manager:

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature

Date

Explanation of Increase or Decrease:

Medicaid Transformation

BUDGET AMENDMENT

FY 22/23

Name of Department

Health

Agency Head Signature

Kimberly Smith 050523

Date Prepare / Submitted to Admin

May 4, 2023

Date Received in Admin

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	5161	512100	Family Planning Salaries and Wages	\$72,600
10	5161	512700	Family Planning Longevity	\$1,795
10	5161	518100	Family Planning FICA	\$7,820
10	5161	518200	Family Planning Retirement	\$12,410
10	5161	518300	Family Planning Insurance	\$2,500
			Total Net Expense	\$97,125

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	3510	430030	Family Planning Medicaid	\$97,125
			Total Net Revenue	\$97,125

This budget revision has been approved by the Columbus County Finance Office:

This budget revision has been approved by the Columbus County County Manager:

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature

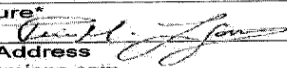
Date

Explanation of Increase or Decrease:

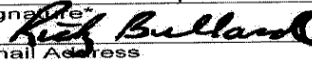
Medicaid Transformation Settlement

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Mauldin & Jenkins, LLC	
Authorized Firm Representative* (typed or printed) Timothy M. Lyons	Signature* 
Date* 05/09/23	Email Address tlyons@mjcpa.com

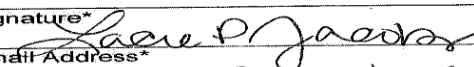
GOVERNMENTAL UNIT

Governmental Unit* Columbus County, North Carolina	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (if required by governing board policy)	
Mayor/Chairperson* (typed or printed) Chairman Ricky Bullard	Signature* 
Date 5-15-23	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

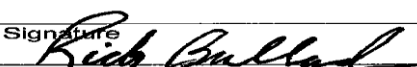
Required by G.S. 159-28(a1) or G.S. 115C-441(a1)
This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* Lacie Jacobs	Signature* 
Date of Pre-Audit Certificate* 5/15/2023	Email Address* lacie.jacobs@columbusco.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU n/a	
Date DPCU Governing Board Approved Amended Audit Contract (if required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") Chairman Ricky Bullard	Signature 
Date 5-15-23	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)
This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

Agenda Item #22: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS: STAFF is REQUESTING APPOINTMENTS, REAPPOINTMENTS or REPLACEMENTS to the FOLLOWING BOARDS, COMMITTEES AND COUNCILS.

Legend: EB =Entire Board
Listed Zone # =Individual Commissioner

- | | | | |
|-----------|--------------------|-----------|---------------|
| Zone I: | Barbara Featherson | Zone V: | Brent Watts |
| Zone II: | Chris Smith | Zone VI: | Ricky Bullard |
| Zone III: | Giles E. Byrd | Zone VII: | Scott Floyd |
| Zone IV: | Lavern Coleman | | |

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
Community Advisory Committee	EB	Karen Dawsey (Chair)	04/03/2023	Re-appointed MOTION:

Nursing Home				1-Watts 2-Smith
SCC Board of Trustees	ZONE III	Teresa Blanks	06/30/2023	Re-appoint



March 4, 2023

Mr. Ricky Bullard, Chairman
Columbus County Board of Commissioners
127 W. Webster Street
Whiteville, NC 28472

Dear Mr. Bullard,

Please share with the Columbus County Board of Commissioners that Mrs. Theresa Blanks’ appointment to the Southeastern Community College Board of Trustees will expire on June 30, 2023. A new appointment would be for a four-year term effective July 1, 2023 through June 30, 2027.

An informational listing of current SCC Board of Trustees is attached.

Sincerely,

Jack Hooks, Chairman
Board of Trustees

Cc: Theresa Blanks

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V.

MOTION:

At 8:15 P.M. a Motion was made by Commissioner Byrd and second by Commissioner Smith to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

Agenda Item #23: APPROVAL of WATER and SEWER COMBINATION MINUTES:

- April 03, 2023 (5 sets)
- April 17, 2023 (5 sets)

MOTION:

Commissioner Watts made a motion to approve, seconded by Vice Chairman Coleman. The motion unanimously passed.

Agenda Item #24: WATER DISTRICT II – APPROVAL of TASK ORDER #7 with GREEN ENGINEERING:

Public Utilities Director Harold Nobles requested approval of the task order for Green Engineering design and permitting for Marlowe Rd.

MOTION:

Commissioner Byrd made a motion to approve, seconded by Commissioner Watts. The motion unanimously passed.

TASK ORDER

This is Task Order No. Seven (7), consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 20, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner: Columbus County

c. Engineer: Green Engineering, PLLC

d. Specific Project (title): Water main extension along Marlowe Road to serve proposed 1000-unit (Carolina Bluff) development.

e. Specific Project (description): Connect proposed 8-inch water main to existing 6-inch water main on Dothan Road. Extend 8-inch main along Marlowe Road approximately 6,600 feet.
2. Services of Engineer
3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated June 20, 2022.
4. Time of Completion

Engineer will complete all work outlined in this Task Order by February, 2024.
5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

• Engineering Design/Permitting/Bidding

• Project Administration

• Construction Observation

Total Project Cost

\$56,062.00

\$35,000.00

\$70,000.00

\$161,062.00

Exhibit K – Amendment to Task Order
EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.
Page 1

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.
- C. Consultants retained as of the Effective Date of this Task Order:
6. Other Modifications to Agreement and Exhibits: N/A
7. Attachments: N/A
8. Other Documents Incorporated by Reference:
9. Terms and Conditions

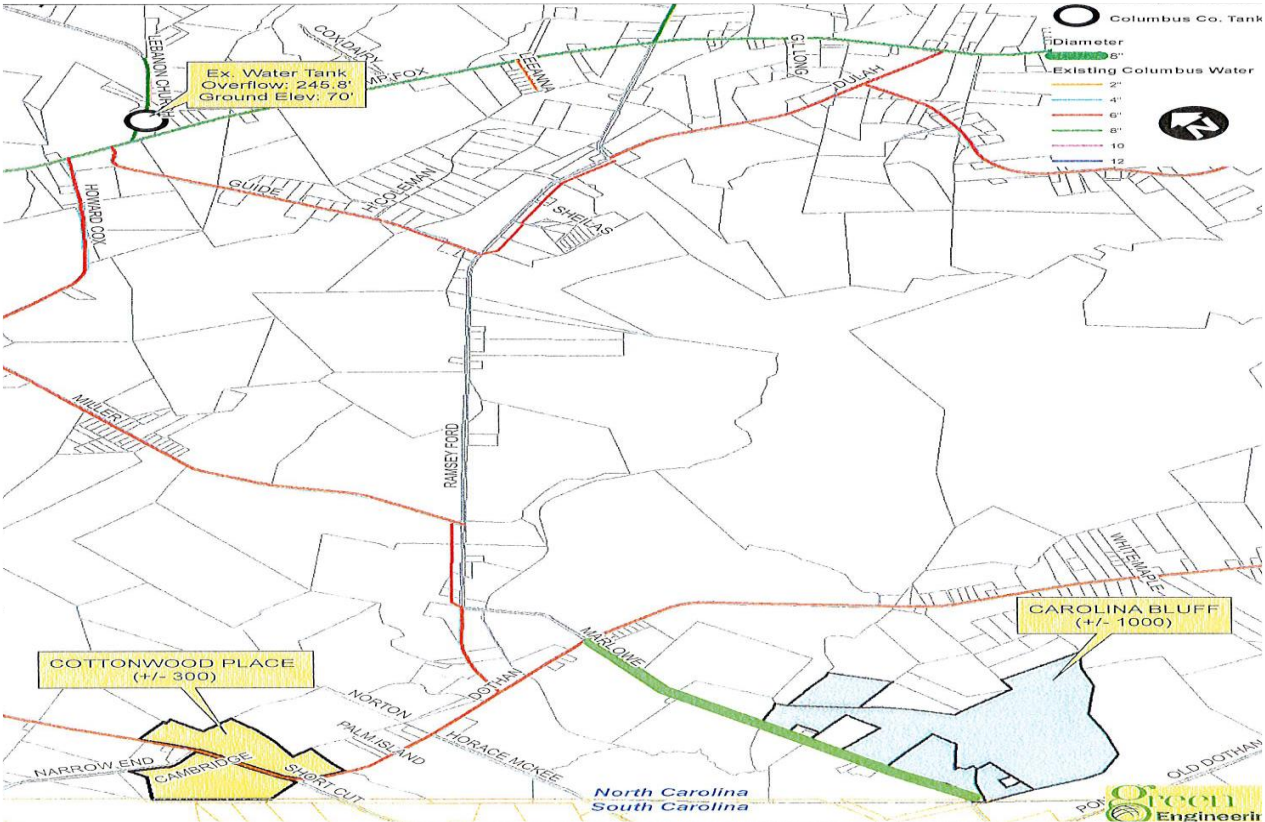
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 5, 2023.

OWNER: Columbus County	ENGINEER: Green Engineering, PLLC
By: _____	By: 
Print Name: Edwin H. Madden, Jr.	Print Name: E. Leo Green, Jr., P.E.
Title: County Manager	Title: Managing Member
This instrument has been preaudited in the Manner Required by the Local Government and Fiscal Control Act.	Engineer License or Firm's Certificate No. (if required): P-0115
_____	State of: North Carolina
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Gail Edwards	Name: E. Leo Green, Jr.
Title: Assistant County Manager	Title: Managing Member
Address: 127 W. Webster Street, Whiteville, North Carolina 28472	Address: 303 Goldsboro Street E., Wilson North Carolina 27893
E-Mail Address: gedwards@columbusco.org	E-Mail Address: elg@greeneng.com
Phone: 910-640-6630	Phone: 252-237-5365

COLUMBUS COUNTY
WATER DISTRICT V (II) MARLOWE ROAD (REVISED)
May 4, 2023

Item	Description	Unit Price	Qty	Total
1	LF 8" Dia. PVC Water Main	52.00	6,600	343,200.00
2	LF 8" D.I. Water Main	98.50	100	9,850.00
3	LF Cleanup, Seeding and Testing	5.50	6,700	36,850.00
4	EA 8" Gate Valve w/Box	3,500.00	1	3,500.00
5	EA 8" Tapping Sleeve and Valve	9,300.00	1	9,300.00
6	EA Blowoff Assemblies	1,750.00	1	1,750.00
7	LBS Compact Fittings	10.35	455	4,709.25
8	LF 16" Steel Casing (Bore & Jack)	400.00	125	50,000.00
9	EA Wattle Check Dam	200.00	20	4,000.00
10	LF Silt Fence	7.50	200	1,500.00
11	LF Temporary Ditch Liner	15.00	200	3,000.00
12	TNS Stone Bedding	50.00	60	3,000.00
13	TNS CABC Stone	65.00	40	2,600.00
TOTAL CONSTRUCTION				\$473,259.25
Contingency (10%)				47,325.93
Technical:				
Design/Bid				56,062.00
Inspection				70,000.00
Administration				35,000.00
Advertisements & Permits				2,650.00
TOTAL PROJECT DEVELOPMENT				\$684,297.18



Agenda Item #25: WATER DISTRICT II – APPROVAL of PROFESSIONAL ENGINEERING SERVICES for PLANNING GRANT:

Public Utilities Director Harold Nobles requested approval of professional engineering services for a \$400,000 planning grant.

MOTION:

Commissioner Watts made a motion to approve, seconded by Vice Chairman Coleman. The motion unanimously passed.

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES**

I. OVERVIEW

The County of Columbus has received funding from the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure as follows:

Columbus County Water District II is experiencing new growth in the Marlowe Road and Dothan areas of the County and the existing infrastructure is undersized to sustain properties under construction and those new developments under consideration with the Columbus County Planning Board. With its close proximity to Myrtle Beach, considerable residential development of the southern end of Columbus County is being planned.

To properly provide water service to this area, approximately 24,000 feet of new water mains; an elevated storage tank; three (3) deep wells; and an assortment of valves, fire hydrants and water services will be required.

In order to properly plan for the future design of this system, Columbus County has received a \$400,000.00 Pre-Construction Planning Grant from the American Rescue Plan Act (ARPA).

The first milestone in the development of this project is the submittal of a preliminary project scope that includes a cost estimate and schedule for each major task by June 1, 2023.

II. SCOPE OF WORK:

Engineering services for all work must comply with NCDEQ-DWI guidance documents and receive acceptance and/or approval from NCDEQ-DWI prior to final payments by the County of Columbus.

III. SUBMISSION REQUIREMENTS:

RFQ submissions must include at a minimum:

1. Individual or Firm Information: firm's legal name, address, email, and telephone number, the principal(s) of the firm and the firm's experience and qualifications; and
2. Water System Experience: The specialized experience and technical competence of the staff to be assigned to the project with respect to water improvements or related work, description of firm's prior experience, including any similar projects, construction cost, and names of local officials knowledgeable regarding the firm's performance on related work. Include at least five references within the past five years; and
3. Firm Capacity and Capability: The capacity and capability of the firm to perform the work in question including specialized services, within the period of the grant, the past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; description of firm's current work activities, capability of carrying out all aspects of related activities, and firm's anticipated availability during the term of the project; and
4. The proposed work plan and schedule for activities to be performed; and
5. Documentation of compliance with state and federal debarment/eligibility requirements.

Submissions will be evaluated according to the following factors: The County of Columbus will identify the number of points for each of the criteria below:

1. Qualifications, Competence, and Reputation of Firm and Personnel	20 points
2. Firm's Capability to Meet Time and Project Budget Requirements	20 points
3. Present and Project Workload of Firm	20 points
4. Related Experience on Similar Projects	20 points
5. Recent and Current Work for the County	20 points
Total Points	100 points

Upon completion of the review, the County of Columbus will award and contract the work as authorized by the Columbus County Board of Commissioners.

Respondents may review the grant application which include descriptions of the proposed work including activities, budgets, schedules, and other pertinent information by visiting the Assistant County Manager's Office at 127 West Webster Street, B Building, 3rd Floor, Whiteville, NC 28472, during regular office hours.

IV. CONTRACT AWARD:

Once the most qualified firm is selected, costs for the services will be negotiated. Contracts shall be contingent upon formal grant awards. If an agreement of Contract compensation cannot be determined with the first qualified firm, the County of Columbus will eliminate that firm and begin discussion with the next most qualified firm.

The above information must be received no later than 3:00 PM on May 10, 2023, at 127 West Webster Street, B Building, 3rd Floor, Whiteville, NC 28472. Electronic submittals via email are acceptable. For more information, contact Gail E. Edwards, Assistant County Manager, at (910) 640-6630 or gedwards@columbusco.org. Columbus County is an Equal Opportunity Employer and invites the submission of proposals from minority and women-owned firms.

ADJOURN COMBINATION MEETING OF Columbus County Water and Sewer Districts I, II, III, IV AND V BOARD MEETING.

MOTION:

Commissioner Watts made a motion to approve, seconded by Vice Chairman Coleman. The motion unanimously passed.

Agenda Item #26: COMMENTS:

A. Board of Commissioners

Commissioner Watts commented:

This week starts “Police Week” and I know the Sheriff did something Friday for the ones who has lost their lives on duty. I just want everyone to remember that and all first responders for what they do.

Commissioner Byrd commented:

At every meeting I have been speaking about the issue at the hospital (6th time), and I want to make clear that, Mr. Madden, I am not saying that this board make the move by ourselves because we can’t. We have to have the help of the hospital, our representative, and we need our Senator and all to put this thing together, the program I have been speaking about for the IVC, (Involuntarily Committed children and Adults) Facility we need in this county. Mr. Madden have you heard from Representative Jones?

Mr. Madden responded that he is scheduled to meet with him (Representative Jones), later this week.

Ok, I also would like to point out the issues on Old Lake Rd. Mr. Norris Ebron at 13277 Old Lake Rd has expressed his concerns about water backing up into his yard for the last 7 years. I would like to send a letter from the commissioners to the DOT.

Commissioner Featherson commented:

I was able to attend the Peace Officers Memorial that the Sheriff’s Department held last Friday, it was a very touching service and I would like us to continue to remember those families and support them and those who are currently serving. Also, I would like to congratulate the graduates from Southeastern Community College. Tomorrow at 10:30am will be the Senior Pic Nick at the fairgrounds.

Commissioner Floyd commented:

Just to piggy back off of what Commissioner Watts said thank all the first responders and we thank all of the teachers.

Commissioner Smith commented:

Congratulations to Douglas Sasser for 23 years on the bench. Also, about the fallen officers, the memorial service was great and it holds a special place in my heart because my grandfather was killed in the line of duty.

Chairman Bullard commented:

I just like to say I appreciate the things everyone is doing. Thank you very much.

B. County Manager

County Manager Eddie Madden commented:

Again, do I want to see thanks to everyone for their hard work on the proposed budget again if you have questions, please don't hesitate to call us. We're happy to answer any questions you might have or provide clarification on any item as is also a reminder that the draft budget report is due to the LGC tomorrow. It will be transmitted by email and we will keep a hard copy to remain in compliance with their requirements for us. I will also be posted online tomorrow we are working to coordinate getting the full budget document pushed to our website for the public review as well as for all the departments to be able to look at the budget details. As Mrs. Featherson mentioned, tomorrow is senior day at County Fairgrounds a 10 o'clock to 2 o'clock vendors will be on site and Kristie Massey who was here earlier, asked us to mention that. We all want to say thank you to Mrs. Natalie Carrol, Mrs. Audrey Shelly, Mrs. Kay Stevens, Mrs. Suzanne Wallace, Mrs. Heather Woody, and Mrs. Nikki Nance for a very well put together reception for Doug Sasser, Judge Sasser. What a phenomenal evening it has been and tremendous opportunity to recognize a man of great service to the county.

Agenda Item #27: ADJOURNMENT:

MOTION:

At 8:10 P.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

JANA NEALEY, Clerk to the Board

RICKY BULLARD, Chairman