

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**Monday, August 21st, 2023
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
Chris Smith
Brent Watts

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT:

Barbara Featherson

Regular Session begins at 6:30 P.M.

Agenda Item #1: MEETING CALLED to ORDER:

Agenda Item #2 and #3: INVOCATION and PLEDGE of ALLEGIANCE:

The invocation was delivered by Vice Chairman Laverne Coleman. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Floyd

Agenda Items #4: APPROVAL of AGENDA:

MOTION:

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

Agenda Item# 5: PUBLIC INPUT:

NO PUBLIC INPUT

Agenda Item #6: PROCLAMATIONS – RECOGNIZING BASEBALL and SOFTBALL TEAMS that REPRESENTED COLUMBUS COUNTY in the WORLD SERIES:

The Governing Body requested approval of a proclamation recognizing Wolfpack Optimist Dixie Youth Baseball Majors Division I, South Columbus Dixie Youth Baseball Majors Division II, Columbus County Dixie Boys-Jr. Boys Division, Columbus County Dixie Boys- Boys Division, Central Columbus Dixie Softball Darlings, and the Central Columbus Dixie Softball SweeTees that represented Columbus County in the World Series.

MOTION:

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

PROCLAMATION HONORING:

All these Ball Teams that represented Columbus County in the World Series'

WHEREAS, Dixie Baseball and Softball seeks to promote the development of strong character, positive attitude, sense of responsibility and citizenship using the game of Baseball and Softball as a conduit; and

WHEREAS, athletes, coaches, and parents dedicate hours of their time and energy for practice and travelling for events to improve and strengthen collective talents and ensure the team's success; and

WHEREAS, these Teams played and earned their way through the different North Carolina State Tournaments, and represented North Carolina in the 2023 World Series'; and

WHEREAS, the Teams through their discipline, hard work, team spirit, and genuine love for the game put forth amazing effort during the 2023 World Series' Located in:

- Alexandria and Ruston, Louisiana,
- Fairview, Tennessee,
- Opelika, Alabama, and
- South Hill, Virginia

WHEREAS, the

- Wolfpack Optimist Dixie Youth Baseball Majors Division I,
- South Columbus Dixie Youth Baseball Majors Division II,
- Columbus County Dixie Boys-Jr. Boys Division,
- Columbus County Dixie Boys- Boys Division,
- Central Columbus Dixie Softball Darlings, and the
- Central Columbus Dixie Softball Sweetees honorably represented our county and community while in another state; and

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Commissioners wish to recognize and show appreciation to all the players and coaches for their achievements this year.

PROCLAIMED this, the 21st day of August, 2023.

Agenda Item #7: ADMINISTRATION – EMPLOYEE SPOTLIGHT:

County Manager Eddie Madden recognized Thomas Randy Greene from Tax Administration

Agenda Item #8: COOPERATIVE EXTENSION – PRESENTATION from REPRESENTATIVE AUDREY HILL REGARDING YOUTH VOICE:

Representative Audrey Hill gave presentation regarding the Youth Voice Program

Agenda Item #9: DEPARTMENT of AGING – APPROVAL of the HOME & COMMUNITY CARE BLOCK GRANT (HCCBG) PROPOSAL for FY 23/24:

Department of Aging Director Kristie Massey requested approval of the Home & Community Care Block Grant (HCCBG) Proposal for FY 23/24.

MOTION:

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

July 1, 2023 through June 30, 2024

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this _____th day of _____, 2023, by and between the County of Columbus (hereinafter referred to as the "County") and the Cape Fear Council of Governments, Lead Regional Organization for the Area Agency on Aging (hereinafter referred to as the "Area Agency"). Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North

Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:
Columbus County Department of Aging

The Community Service Provider(s), shall be those specified in Attachment A on the County Funding Plan Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.

- 2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
- 3. Grant Administration.

The grant administrator for the Area Agency shall be: Holly Pilson, Area Agency on Aging Director, Cape Fear Council of Governments. The grant administrator for the County shall be: Lacie Jacobs, Finance Director.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

- 4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) in Attachment A are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.

- 5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any sub recipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

- 6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed \$548,379 the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732) in Attachment A.

- a. Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

- b. Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

- c. Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

d. Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers.

If through the U.S. Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Sec. 308 of the AAA Policies and Procedures Manual. Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

Consumer Contributions: Grantees must allow for “consumer contributions” (caregiver must be given opportunity to contribute to defray the cost of the service but may not be denied service should he/she fail to or choose not to contribute). The NC Division of Aging and Adult Services Home and Community Care Block Grant Service Standards for Consumer Contributions will be followed, and a signed/dated provider assurance form must be present in each client file. Please review the Consumer Contributions Policy and Procedures at: <http://www.ncdhhs.gov/document/consumer-contributions-policy-and-procedures>

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area

Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements in accordance with Administrative Code 09 NCAC 03M can be found at <https://www.osbm.nc.gov/stewardshipperservices/grants/grant-recipients>

The following chart provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider’s fiscal year.

Annual Expenditures	Report Required to AAA	Allowable cost for reporting
• Less than \$25,000 in state or federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (Item #11, Activities and Accomplishments) does not have to be completed) OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book).	N.A.
• Greater than \$25,000 and less than \$500,000 in state funds or \$750,000 in federal funds.	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N.A.

• \$500,000+ in state funds but federal pass through in an amount less than \$750,000.	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use state funds, but <u>not</u> federal funds.
• \$500,000+ in state funds <u>and</u> \$750,000+	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use state and federal funds.
Annual Expenditures	Report Required to AAA	Allowable cost for reporting
in federal pass through funds.		
• Less than \$500,000 in state funds <u>and</u> \$750,000+ in federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use federal funds, but <u>not</u> state funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9).

The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate with the County in the performance of the County's duties under this Agreement.

16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the

property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor

shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.

20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule

(<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>). In addition, the NC Department of Natural and Cultural Resources has developed a General Records Schedule for Local Government Agencies as well as individual retention and disposition schedules for local government agencies like county social service agencies and local health departments. Those schedules are posted at <https://archives.ncdcr.gov/government/local>.

Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. By funding source and state fiscal year, the NC DHHS record retention schedule lists the earliest date that grant records in any format may be destroyed. The State Archives provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/records-management-tools/faq#how-can-i-destroyrecords>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

23. Additional provisions.

a. County and any subrecipients are required to follow policies and procedures for procurement that are at least as stringent as those of the State. For federal funds this requirement pertains to verifying that federal funds are not used to award funds to any subrecipients who have been suspended or debarred by the federal government. In addition, federal funds may not be used to purchase goods or services costing over \$100,000 for a vendor that has been suspended or disbarred from Federal grant programs. Contractors and subcontractors of Older Americans Act funds are prohibited from discharging, demoting, or otherwise discriminating against and employee for whistle blowing as codified in 48 CFR Ch. 13.908.

- b. Any capital purchases of \$5,000 or more must be pre-approved by the Area Agency and the Division of Aging and Adult Services.
- c. If any copyrightable material is developed in the course of or under this agreement and any subaward, a copy will be furnished to the Department of Health and Human Services and the Department shall have a royalty fee, non-exclusive, and irrevocable right to reproduce, publish or otherwise use the work for Department purposes.
- d. In accepting this award, the County agrees not to replace local program support with

Total Federal/State Reimbursement and will contract for any aging services as identified through the county funding plan in accordance with policies and procedures established in the Division of Aging and Adult Services Manual of Policies and Procedures.
<https://policies.ncdhhs.gov/divisional/aging-and-adult>

- e. County and any subrecipients shall comply with the Federal Funding Accountability and Transparency Act (FFATA) by enrolling as a subrecipient in System for Award Management (SAM) Registration on an annual basis and providing required award information in the FFATA Subaward Reporting System per 2 CFR part 170.
- f. In accepting this award, County and any subrecipients agree to maintain compliance with Section 306(a), (13), (14), and (15), of the Older Americans Act, as amended in 2006 with regards to contractual and commercial relationships.
- g. By signatures on Attachment B, Federal Certifications, the County certifies its compliance and compliance of any subrecipients with federal requirements regarding nondiscrimination; drug-free workplace; environmental tobacco smoke; debarment, suspension, ineligibility, and voluntary exclusion lower tier covered transactions; and lobbying.
- h. E-Verify Compliance. Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors, if applicable. requires an affidavit attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

24. Federal Award Identification. This Agreement constitutes a subaward of federal funds, the details of which are provided below pursuant to 2 CFR 200.332(a)(1):

Subrecipient name:	Columbus County Department of Aging		
Subrecipient’s unique entity identifier:	SAM UEI: V1UAJ4L87WQ7		
	TITLE III-B	TITLES III-C1	TITLE III-C2
Federal Award Identification Number (FAIN):	23/24 AANCT3SS	23/24 AANCT3CM	23/24 AANCT3HD
Federal Award Date:	07-01-2023		
Subaward and Budget Period of Performance Start Date:	07-01-2023		
Subaward and Budget Period of Performance End Date:	06-30-2024		
	TITLE III-B	TITLES III-C1	TITLE III-C2
Amount of Federal Funds Obligated to the subrecipient by this action:	\$ 303,819	\$ 130,650	\$ 113,910
Total Amount of Federal Funds Obligated to the subrecipient by NCARCOG:	\$ 548,379		
Total Amount of the Federal Award Committed to the subrecipient by NCARCOG:	\$592,379		
	TITLE III-B	TITLES III-C1	TITLE III-C2
Federal award project description :	Supportive Services	Congregate Meals	Home-Delivered Meals
Federal awarding agency:	Administration for Community Living		

Federal recipient:	North Carolina Department of Health and Human Services Division of Aging and Adult Services		
Subawarding agency:	Cape Fear Council of Governments		
Subawarding agency contact information:	Holly Pilson, Area Agency on Aging Director 910-274-0339		
	TITLE III-B	TITLES III-C1	TITLE III-C2
Assistance listings number and title:	93.044	93.045	93.045
Research and development:	No		

25. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Columbus County:

Attest:

By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

By: _____
Executive Director

Area Agency on Aging Director

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

By: _____
Finance Director, Cape Fear Council of Governments

Home and Community Care Block Grant for Older Adults
DAAS-732

County Funding Plan County:

Budget Period:

Provider Services Summary Revision #:

Columbus County Department of Aging
827 Washington St.
Whiteville, Nc 28472

Services	Serv. Delivery (Check One)		A				B	C	D	E	F
			Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units
	Direct	Purchase	Access	In- Home	Other	Total					
In-Home Aide-Level II - Personal Care			\$ - -	\$ 120,949	\$ - -	\$ 120,949	\$ 13,439	\$ 134,388	\$ - -	\$ 134,388	7,100
In-Home Aide-Level III - Personal Care			\$ - -	\$ 133,120	\$ - -	\$ 133,120	\$ 14,791	\$ 147,911	\$ - -	\$ 147,911	7,572
Home Delivered Meals			\$ - -	\$ 113,910	\$ - -	\$ 113,910	\$ 12,657	\$ 126,567	\$ 15,356	\$ 141,923	12,696
Congregate Nutrition			\$ - -	\$ - -	\$ 130,650	\$ 130,650	\$ 14,517	\$ 145,167	\$ 29,880	\$ 175,047	16,996
Senior Center Operation			\$ - -	\$ - -	\$ 12,750	\$ 12,750	\$ 1,417	\$ 14,167	\$ - -	\$ 14,167	-
Housing & Home Improvement			\$ - -	\$ - -	\$ 5,000	\$ 5,000	\$ 556	\$ 5,556	\$ - -	\$ 5,556	-

Information & Case Assistance			\$ 32,000	\$ -	\$ -	\$ 32,000	\$ 3,556	\$ 35,556	\$ -	\$ 35,556	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total			\$ 32,000	\$ 367,979	\$ 148,400	\$ 548,379	\$ 60,933	\$ 609,312	\$ 45,236	\$ 654,548	44,363

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Authorized
Community Service

Signature, County Finance Officer
Board of Commissioners Date

DAAS-733
(Rev. 2/19)
Home and Community Care Block Grant for Older Adults Outreach Methodology

July 2023 through June 2024

Outreach Methodology to Address the Service Needs of Target Population
Columbus County Department of Aging

Community Service Provider: County:
While all older adults age 60 and over are eligible for services, sec. **COLUMBUS**

305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Columbus County Department of Aging and Adult Services seeks to provide services to the low-income, minorities, and rural elderly in proportion to the county population of older adults. We do this through Nutrition sites at seven locations strategically located throughout the county. These locations are Bolton, Bug Hill, Chadbourn, Whiteville, East Columbus, Fair Bluff and Tabor City. We also provide Home Delivered Meals from the Bolton, Tabor City, Chadbourn, and Whiteville sites. As funds and volunteers are available other sites may be added. These above mentioned seven locations also have Senior Centers to enhance additional services and programs for the low-income, minority, and rural elderly. We also provide Title IIIB In-Home Services for the adults through unrestricted funds, but they must be at least 60 years of age and a resident of Columbus County. We work through interagency council and also, in cooperation with private and public agencies to deliver services to the low-income and rural elderly. This also includes information and referral. We also provide Options Counseling to help our elderly with a variety of services. We do additional outreach through speaking at churches,

civic groups, word or mouth, and media efforts. We use our local radios and news media to help keep our seniors informed. We also have an annual Senior Prom, annual Senior Picnic, and Senior Day at the local County Fair, to help get word out about the services we provide to the elderly in Coulumbus County. We have pamphlets we distribute to help get the word out. We also provide classes and trips for the elderly throughout the year. This all helps encourage and promotes interaction.

DAAS-734

ARTICLE I July 2023 through June 2024

Home and Community Care Block Grant for Older Adults

Community Service Provider

Columbus County Department of Aging

Standard Assurances

agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

- 1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan;
 - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community

Service Providers; and

- c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

- 2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
 - 3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) Client intake/registration;
 - c) Client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients.
 - 4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
 - 5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
 - 6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
 - 7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
 - 8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
 - 9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
 - 10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on

aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

- a) The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
- b) The subcontractor has not been barred from doing business at the federal level.
- c) The subcontractor is able to produce a notarized [“State Grant Certification of No Overdue Tax Debts.”](#)
- d) All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e) The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>

by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature) (Date)

ARTICLE IIStandard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

ARTICLE IIIAgencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:.

In-Home Aide

- Home Care (home health)
- Housing and Home
- Adult Day Care or Adult
- Notification will include,
- as providing each
- addition, providers of in-home services will establish a procedure to document that client rights
- Improvement
 - Day Health Care
 - at a minimum, an oral review of the information outlined below as well
 - service recipient with a copy of the information in written form. In

information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual’s rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Columbus County Department of Aging

Agency Name: Name of Agency Administrator: Signature:

Kristie L. Massey

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

FORM CD-511 (REV 05/17)		U.S. DEPARTMENT OF COMMERCE	
CERTIFICATION REGARDING LOBBYING			
Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.			
LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996. As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.		Statement for Loan Guarantees and Loan Insurance The undersigned states, to the best of his or her knowledge and belief, that: In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.	
* NAME OF APPLICANT <div></div>			
* AWARD NUMBER <div></div>		* PROJECT NAME <div></div>	
Prefix: <div></div> * First Name: <div></div> Middle Name: <div></div>			
* Last Name: <div></div> Suffix: <div></div>			
* Title: <div></div>			
* SIGNATURE: <div>Completed by Grants.gov upon submission.</div>		* DATE: <div>Completed by Grants.gov upon submission.</div>	

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by
OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:

a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</div> <div>Tier _____, if known:</div> <div>Congressional District, if known: _____</div>		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Title: _____ Signature: _____ Print Name: _____ _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ARTICLE IV INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Agenda Item #10: OPIOID SETTLEMENT – APPROVAL of the UPDATED CAPITOL PROJECT ORDINANCE and RESOLUTION REGARDING the OPIOID SETTLEMENT FUNDS:

THIS ITEM WAS PUT ON HOLD

MOTION:

Commissioner Watts made a motion to approve this being put on hold, seconded by Commissioner Smth. The motion unanimously passed.

Agenda Item #11: HEALTH SERVICES – APPROVAL and PRESENTATION of the 2024 COMMUNITY HEALTH ASSESSMENT PROCESS:

Health Services Director Kim Smith is requested approval of the presented 2024 Community Health Assessment Process.

MOTION:

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

Columbus County Health Department

403 Jefferson St.

Whiteville, NC 28472

(910) 640-6615



Health is essential to the success and longevity of the community we call home – Columbus County. The goal of the Columbus County Community Health Assessment is to identify areas of need and improvement within the county through the collection of data and its analysis. We believe that community member participation is key in ensuring this process is relevant, equitable, and community-centric.

Conducting a comprehensive Community Health Assessment (CHA) is a requirement included in the consolidated agreement between the North Carolina Division of Public Health and individual health departments. Furthermore, it is required for local health department accreditation through the NC Local Health Department Accreditation Board. The Division of Public Health oversees the Community Health Assessment process for the state.

In North Carolina, a CHA is conducted in each county at least every 4 years. The community health assessment process will begin in August 2023, with an expected completion date of March 2024.

Agenda Item #12: PLANNING DEPARTMENT – APPROVAL to ESTABLISH a PUBLIC HEARING REGARDING SYSTEM DEVELOPMENT FEES for MAJOR SUBDIVISIONS and PUDS:

Economic Development Director Gary Lanier is requesting approval to establish a public hearing on September 5, 2023 at 6:30 P.M or as soon as can be heard regarding System Development Fees for major subdivisions and PUDs.

MOTION:

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

Agenda Item #13: PLANNING DEPARTMENT – APPROVAL of the CAPE FEAR COUNCIL of GOVERNMENTS (CFCOG) PLANNING SERVICES AGREEMENT for FY 23/24:

Economic Development Director Gary Lanier requested approval of the planning services agreement for FY 23/24.

MOTION:

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

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”), is dated this _____ day of _____ 2023 by and between the Cape Fear Council of Governments (hereinafter referred to as “CFCOG”), 1480 Harbour Dr, Wilmington, NC 28401 and Columbus County (hereinafter referred to as “CLIENT”), 127 West Webster Street, Whiteville, North Carolina 28472.

IN CONSIDERATION OF the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the CLIENT and the CFCOG agree as follows:

- 1. **Engagement:** The CFCOG hereby agrees to an engagement for services to be delivered to the CLIENT and the CLIENT accepts the engagement upon the terms and conditions hereinafter set forth.

2. **Scope of Services:** The CFCOG shall develop, perform and complete the scope of services set forth in EXHIBIT A (hereinafter referred to as the "Scope of Services").
3. **Compensation:** The CLIENT shall pay the CFCOG for hourly on-call services as provided in the fee schedule in EXHIBIT A. The CFCOG will submit invoices on a monthly basis. The CLIENT will make timely payments and the final payment will be made within 30 days of the end of the Contract Period.
4. **Term:** This Agreement shall be in effect for the period commencing on 7/01/23 and ending no later than 6/30/24 ("Contract Period").
5. **Failure to Pay:** If the CLIENT fails to make any payment to the CFCOG for services and expenses within 30 days after the CFCOG'S invoice then the CFCOG may, after giving seven (7) days written notice to the CLIENT, suspend services under this Agreement until the CLIENT has paid in full the amounts due for services and other chargeable expenses.
6. **Termination for Convenience:** This Agreement may be terminated by either the CLIENT or the CFCOG with or without any cause or justification, upon one (1) month's written notice. Notice shall be deemed to have been given when it is delivered personally by hand to the CFCOG or to the Chief Elected or Administrative Official of the CLIENT. In the event of such termination of service, the CFCOG shall be paid for all services provided to date.
7. **Indemnification:** Excluding liability, loss, damage, cost and expenses resulting from the negligence of the CFCOG, Client shall indemnify CFCOG and release CFCOG from any and all liability, loss, damage, cost and expense including any liabilities or losses sustained because of CFCOG'S performance of the Scope of Services.
8. **Independent Legal Review:** Nothing in this Contract shall relieve CLIENT from engaging its own legal counsel to the work product produced by CFCOG in connection with its performance of the Scope of Services.
9. **Severability:** If any provision of this Agreement, or the application thereof to either party is illegal, unenforceable, or otherwise held invalid in any respect by government promulgation, operation of law, court decree or otherwise, such holding(s) shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision.
10. **Benefit:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns except to the extent that the right to assign the Agreement is limited in paragraph 14(d) below.
11. **Records:** The CFCOG agrees to make available to the CLIENT, or to its designated representative, all of its records which relate to the services, and agrees to allow the CLIENT or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to these services. Access to these records shall be allowed upon request at any time during normal business hours and as often as the CLIENT or said representatives may deem necessary.
12. **Force Majeure:** In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean pandemic, fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war, or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned above which is beyond the control of either party.
13. **Entire Agreement:** This agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that email correspondence shall constitute "a writing" to this Agreement unless expressly excluded herein.
14. **Special Provisions and Conditions:**
 - (a) **Nondiscrimination:** CFCOG agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
 - (b) **Conflict of Interest:** CFCOG certifies that to the best of its knowledge no employee or officer of any public agency interest in this Agreement has any pecuniary interest in the business of the CLIENT or of the Agreement, and that no person associated with the CFCOG has any interest that would conflict in any manner with the performance of the Agreement.

(c) Compliance with Laws: The CFCOG shall at all times observe and comply with all laws, ordinances and regulation of the State, Federal and Local government which may in any manner affect the performance of the Agreement.

(d) Non-Assignability: The CFCOG shall not assign any interest in the Agreement and shall not transfer any interests in the same without prior written consent of the CLIENT; provided, however, that claims for money due to the CFCOG from the CLIENT under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e) Personnel: The CFCOG represents that it has, or will secure, at its own expense, all personnel required to carry out and perform the scope of services of this Agreement. Such personnel shall not be employees of or have any relationship to any of the members of the CLIENT.

15. **Governing Law:** This Agreement has been executed in and shall be governed by the laws of the State of North Carolina.

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

ARTICLE VCAPE FEAR COUNCIL OF GOVERNMENTS

BY:ATTEST:

Allen Serkin, Executive DirectorApril Radford, Clerk

COLUMBUS COUNTY

BY:ATTEST:

Eddie Madden, County ManagerCounty Clerk

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

Finance Officer

ARTICLE VIEXHIBIT A: SCOPE OF SERVICES

Per this agreement, the CFCOG will provide on-call planning and zoning technical services at our hourly rate, plus travel at IRS mileage rate. An on-call, hourly agreement guarantees that you will only pay for what you need. The CFCOG will provide services upon request which may include staffing Planning Board, Board of Adjustment, and Board of Commissioner meetings; developing staff reports for board meetings; performing technical review for variances, appeals, special use permits, subdivisions, rezonings, and related development approvals; drafting text amendments as requested by County staff and boards; providing GIS technical assistance and mapping; and communicating directly with developers and property owners.

The CFCOG will send invoices monthly reflecting hours worked, hourly rate, travel costs, and a summary of tasks completed.

The following rates apply for FY 2023-2024 (subject to change):

- LGS Director /Executive Director \$115/hr
- Planner \$85/hr
- Intern \$20/hr

Agenda Item #14: DSS – MONTHLY UPDATE:

Social Services Director Algernon McKenzie will present the monthly Social Services update.

HUMAN SERVICES BOARD REPORT**Dwella M. Hall, Program Manager****Vacancies/Updates/News for July, 2023****Intake/Investigation/Assessment:**

The Intake/Investigation/Assessment Unit continues to be fully staffed. This Unit continues to receive referrals involving substance abuse, domestic violence, and mental health issues, among other things. The after-hours positions continue to increase 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. Our Regional Child Welfare Consultant (RCWC) conducted an onsite consultation to review agency data, policy updates, and casework.

In-Home Services:

The In-Home Services Unit continues to be fully staffed. 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. Our Regional Child Welfare Consultant (RCWC) conducted an onsite consultation to review agency data, policy updates, and casework.

Foster Care/Permanency Planning:

The Foster Care Unit continues to have 1-vacancy. There are currently 114 children in care. The CPS and In-home Services unit continue to assist Foster Care with case management duties, until staff can be hired and properly trained. Our Regional Child Welfare Consultant (RCWC) conducted an onsite consultation to review agency data, policy updates, and casework.

Transitional Unit:

The Transitional unit is fully staff; one employee continues to be 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. A new MAPP training course will be held in August. We are hoping for a good turnout to increase our foster homes in the county. Our Regional Child Welfare Consultant (RCWC) conducted an onsite consultation to review agency data, policy updates, and casework.

Adult Services:

The Adult Services Unit has 1 vacancy. The position has been reposted. The supervisor is out on medical leave. This unit continues to serve ages 18 and above, with protective services, persons under guardianship, and special assistance in-home case management. The guardianship cases continue to demand extensive time due to severe and persistent mental illness and the lack of resources for this population.

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 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 cooling season which means helping with clients with their electric service provider. 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.

Low Income Household Water Assistance Program (LIHWAP)

LIHWAP ended as of May 31, 2023. 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.

Economic Services Narrative

Darlene Jenkins-Parks, Income Maintenance Administrator

Vacancies/Updates/News for July 2023

F&C Medicaid Intake/Processing Unit:

The Medicaid Family and Children’s Unit is currently fully staffed and is operating with 5 full time permanent caseworkers who intake and process their own E-pass, FFM and Mail- in applications in a timely manner. The hot topic currently being in discussion is the new Medicaid expansion. At this time, we are trying to be proactive with cases. We have seen a significant increase in applications from the changes in recertification, FPP’s and terminated F&C applications. We are working on everyone being cross trained in SSI children, presumptive, and Breast Cancer Medicaid in our unit.

F&C Medicaid Review Unit:

F&C Medicaid Review Unit currently have (1) lead worker, (9) IMC II no vacancies, until August 21, 2023. The unit will lose (1) IMC II to the Adult Medicaid review unit. We have been extremely busy working re-certifications following the new CCU guidelines. During our July Monthly Staff Meeting we reviewed Medicaid policy. The unit completed these mandatory trainings included: *Master Medicaid Policy; MAGI Recertification & NCFAS -20020, MAGI Budgeting: 5% Income Disregard and Medicaid Pending Applications Report. We are expecting*

this unit to be impacted tremendously with the approval of the Medicaid Expansion based on the information we know as of date.

Adult Medicaid Intake/Processing Unit:

The Adult Medicaid Intake/Processing Unit currently has no vacancy however (1) employee is in the beginning stages of her training. This past month the Adult Medicaid Intake/Processing Unit has had a very productive month. We were able to work on web training located in the learning gateway and crossing training within the unit. The unit completed the Medicaid Pending Applications Report Course, the supervisor attended the Economics Services Supervisor Monthly Meeting, and the unit had (1) State Hearing conducted by telephone.

Adult Medicaid Review Unit:

The Adult Medicaid Review unit has (1) vacancy, expected to fill on August 21st with in-house transfer of (1) IMC II from the F&C Medicaid Review unit. It's very unusual to have a IMC II apply to transfer into the Adult Unit. All staff attended the NC Managed Care Virtual training. This unit has a new supervisor, Shannon Dudney, as of June 21, 2023.

Shannon states this first month so far has been very interesting, but in a good way. She has begun by jumping into the supervisor roll of managing (7) IMC II's and (1) lead worker that she previously worked with as an IMC II. She addresses the daily needs of the unit and continues training on all the new supervisor's duties that are handled on a daily basis.

LTC/CAP/SA Unit:

For the month of July, the LTC unit has been very busy with applications and processing. LTC unit consist of (3) experienced LTC/CAP/SA IMC III's and (1) IMC III who is currently being trained in LTC/CAP only. The LTC, CAP and SA Medicaid department is extremely complex and requires commitment, and the ability to stay focused so that the cases can be processed timely and accurate.

Non-Emergency Medicaid Transportation (NEMT) Unit:

The MA Transportation unit is fully staffed, with (2) experienced workers. The department continues to handle daily calls, new and updated assessments, scheduling for pickups from vendors, as well as billing for van and mileage.

Housekeeping:

The Housekeeping unit currently has (1) vacancy. The position is set to be filled on August 21, 2023. The housekeeping staff keeps up with daily schedules and routines throughout their day with sanitizing and keeping the agency clean and neat.

FNS Intake/Processing:

FNS intake unit is still short (2) caseworkers. On July 14th we lost one of our previous trainees. We were able to fill one position as of July 21, 2023 for a previous vacancy. That person is currently studying the FNS Manual and Gateway training. We currently have (2) other trainees in training. Our clerical in training, she is currently assigning applications to the workers, learning how to deny / withdrawn applications, she is learning how to do other clerical duties such as mail, filing etc. We still have a steady flow of intake, mail in/ drop offs, and E-pass applications. FNS waivers are still in place for Tel signature and telephone interviews. The waivers for ABAWD & H&I Drug Felon has expired.

FNS Review:

FNS Review team is fully staffed. Total of (7) fully trained staff members. (1- worker went on FMLA effective 7/20/23 for approximately 6-8 weeks). PHE waivers have ended effective 6/30/23 with the exception of telephonic signatures and telephone interview waivers which have been extended thru 5/30/2024. All reports are up to date, Medicaid verification reports are worked daily according to adverse day (last day for decrease of benefits) and prior to end of month of increase of benefits. The volume of recertification and changes are extremely high so therefore we work these reports each day accordingly. Work non participation and drug felon reports are up to date as 7/24/2023

Child Support

We have (2) Child Support Agent positions and (1) Supervisor position vacant in the Child Support Unit as of 7/31/2023. We prepared a total of 149 cases for court action in the month of July for both the Establishment and Enforcement Units. The Child Support Unit can now access the courthouse WIFI and it has been very helpful to the agents while in court to provide the most current information and payments on the cases.

**Monthly Administrative Update
For July 2023
August 21, 2023 Meeting**

On July 6, 2023, I attended the ribbon cutting of the Inclusion Park along with many of my staff. It was well attended and enjoyed by all, especially the children. The inclusion park is a great addition to our county. It is also a great location for our agency to conduct court ordered visits with our foster children and their families.

On July 13, 2023, I attended our Director's Executive Board Meeting. During our meeting there was much discussion about Medicaid Expansion and when it will happen. It appears that there may not be a budget passed by the General Assembly until late August. Medicaid officials are working with the Center of Medicaid Services (CMS) on a plan to move forward with expansion as quickly as possible. Many of the DSS Directors are concerned about being able to hire staff and complete the increasing number of application in a timely manner.

It is anticipated that counties will need additional staff to implement Medicaid Expansion successfully. Many counties reported that they have been approved for additional staff and some are planning to request additional staff. Here in Columbus County we are considering requesting three to four medicaid workers, in order to process and maintain the increased cases that will come as a result of expansion.

We were told that there would be new policy sent to counties with minor changes to Medicaid processing.

We were also told that there is some language in the proposed budget that could consolidate the LME/MCO's, which could mean changes in the way services are provided across the state. State leadership will keep us informed as much as possible.

Lastly, we were encouraged to continue to complete the work load survey that DHHS sends out. The purpose is to gather information about the work involved with child welfare cases. This information will be used by the state as they are developing a new Child Welfare Intake Tool to streamline the screening process and better determine case load sizes for social workers.

We have recently been notified by the state that we will be receiving around \$64,000.00 in Adoptions Assistance Funds. The funds are given to DSS agencies as an incentive for the adoptions they have assisted with finding adoptive families each year. The funds will be used to promote and recruit potential foster and adoptive families through various methods. Currently, our Transitional Social Workers and Supervisor conduct Foster Care Licensing Classes in our agency. The class is called. Partnering for Safety and Permanence-Model Approach to Partnerships in Parenting (PS-MAPP). We invite anyone who is interested in becoming a Foster Parent to contact our agency for more information.

During the month of July, I attended and participated in 5 in-person or zoom meetings.

July 2023
Human Services

Adult Services (APS)

APS Reports Accepted: 4
County Wards: 27
Number of Payee Cases: 11
Adults Served APS: 1
Number of Medicaid Transportation Trips: 1,616
Amount Requested for Reimbursement: \$37,712.35

Children’s Protective Services (CPS)

Reports Accepted: 24
Reports Screened out: 14
Families Receiving In-Home Services: 34
Children Served: 79
Contacts with Families Monthly: 410
Assessments: 10

Foster Care

Foster Children in Foster Homes: 104
Children Placed Outside County: 26
Agency Adoptions: 0
Pending Adoptions: 8
Total Foster Homes Licensed: 8
Total Children in Foster Care: 112

Work First Employment (TANF)

Applications Taken: 13
Applications Approved: 3
Individuals Receiving Benefits: 162
Entered Employments: 1
Number in Non-Paid Work Experience: 0

July 2023
Human Services (continued)

Program Integrity

Collections for Fraud: \$3,911.00
New Referrals: 7
Cases Established: 0

Day Care

Children Receiving Day Care Assistance: 476
Children on the Waiting List: 0
Amount Spent on Day Care Services: \$231,215.00

July 2023
Economic Services

Food & Nutrition

Applications Taken: 127
Applications Approved: 156
Active Cases: 6,600
Benefits Issued: \$2,045,245.00
Participants Served: 12,849

Adult Medicaid

Applications Taken: 76
Cases Terminated: 43
Redeterminations: 159
Applications Processed: 114

Family & Children’s Medicaid

Applications Taken: 110
Applications Processed: 160
Redeterminations: 1,111
Total Medicaid Cases: 15,207
Total Individuals Receiving: 23,151

Child Support

Absent Parents Located: 71
Orders Enforced: 699
Active Cases: 3,942
Collections: \$391,630.00

Respectfully submitted,
Algernon McKenzie

Agenda Item #15: FINANCE – INTRODUCTION of LEAD for NORTH CAROLINA FELLOW:
Finance Director Lacie Jacobs introduced Talula Dechev the Lead for North Carolina Fellow.

Agenda Item #16: FINANCE – APPROVAL of the 1ST READING of the UPDATED TRAVEL POLICY:

Finance Director Lacie Jacobs requested approval of the first reading of the proposed updated travel policy.

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

Personnel Policy Manual **REVISED: August 2023**

- 1.0 Purpose** This policy establishes procedures for authorization of travel, related allowances and other expenses for the purpose of conducting County business; and to encourage and promote responsible, efficient, ethical and legal utilization of funds.
- 2.0 Scope** This policy applies to all regular full and part-time employees, elected and appointed officials and all contract employees. This policy determines circumstances under which employees may incur travel and training expenses and procedures for obtaining advances and reimbursements.

3.0 Policy

- 3.1 The County is committed to minimizing travel cost. Excess costs are not acceptable under this standard. Employees and board members will be responsible for unauthorized costs and any additional expenses incurred for personal preference or convenience.
- 3.2 The purpose of this Administrative Procedure is to outline regulations to assure the most economical accountability for travel allowance and reimbursements is adhered by all departments uniformly. The same procedure for approval and reporting of travel expenditures apply to both in-County and out-of-County travel.
- 3.3 A **Request for Travel Form** should be completed, submitted, and approved by the Department Manager, and submitted to the County Finance office at least fifteen (15) business days prior to the scheduled travel date. All documentation required for estimates of the cost of travel should be included in the submission, including but not limited to:
- a copy of the registration estimate,
 - a detailed agenda of the conference or workshop,
 - lodging estimates,
 - and other expenses related to travel that can be reasonably estimated.
- No travel should be reserved or booked prior to authorization of all parties on the Request for Travel Form.**
- 3.4 Travel advances represent a payment of public funds to an employee or official for travel costs, which have not yet been incurred. Requests for a travel advance must be properly documented on the fully executed **Request for Travel Form** and submitted to the County Finance office at least fifteen (15) business days prior to the scheduled travel date.
- 3.5 N.C.G.S. 14-247 states that it is illegal for a publicly owned vehicle to be used for a private purpose. In accordance with this Statute, vehicles owned by the county shall not be used for personal purposes.
- 3.6 N.C.G.S. 159-181(a) states that any officer or employee of a local government or public authority who submits a written claim or approves a claim for funds that he/she knows to be false is guilty of a misdemeanor.
- 3.7 Violations of the County's travel policy may result in disciplinary action up to and including dismissal from County employment.

4.0 Definitions and General Information

- a. **Appropriation** – The amount needed for annual travel must be included in the annual budget request for each department (estimated travel costs of anticipated training and conference trips and the estimated costs of routine travel).
- b. **Authorization** – Travel on official county business, both within State and out of state for conferences and educational purposes must be authorized in advance by the Department Head, the Finance Director, and the County Manager, or their designees. When deemed necessary by the County Manager, the Board of Commissioners may be asked to authorize travel.

The Finance Office will receive and verify all **Requests for Travel** and is responsible for determining that there is budget available, sufficient to cover the estimated cost of the approved travel remains in the appropriate expenditure item.

- c. **Employee's Duty Station** – "Duty Station" is defined as the job location at which the employee spends the majority of his or her working hours. For an employee in travel status, the duty station should be the point where traveling begins the majority of the time (home or office). The designation of an employee's home as the duty station requires prior approval by the department head and shall only be approved when leaving from one's residence would reduce travel costs.

- d. **Subsistence (Lodging & Meals)** – Subsistence is an allowance related to lodging and meal costs, including gratuities.

Lodging – In general, most lodging will be arranged in advance, using a prior credit card authorization form related to the lodging location. It is best to confirm receipt of this form with hotel prior to check-in to avoid any hassle. Use fax machine to send credit card authorization, where possible. Where practical, county credit cards will be issued to administrative County Department Heads and Board of County Commissioners. Once the stay is completed, and the credit card is charged, the detailed documentation including itemized receipts are required to be returned to the Finance Office with proper supporting documentation immediately upon return. Inappropriate, unauthorized or unreported use of County credit cards will be grounds for disciplinary action. When traveling with family, if there is a difference between the single and double rate, the County will only reimburse the employee or County official for the single rate.

Overnight lodging may only be authorized and paid to support business needs and final travel destinations that equal or exceed 75 miles (one-way), calculated from the employee's home or duty station, whichever is less, to the final travel destination.

Meals – Employees are entitled to the Standard Daily Meal per diem, regardless of the actual amount incurred for meals. The meal per diem rate allowed will follow the breakdown per the local (Columbus County, NC) destination listed on the www.gsa.gov website. Tax and tips for meals are included in the per diem rate.

Meals included as part of a conference or registration fee will not be included in the meal per diem. Also, hot breakfast provided at the hotel will not be included in the meal per diem.

Breakfast – Depart duty station prior to 6:00 A.M.

Lunch – Depart duty station prior to 10:00 A.M. or return to duty station after 2:00 P.M. If stopping for lunch would cause the employee to return after 2:00 P.M., when he / she would otherwise have returned before 2:00 P.M., lunch per diem will not be allowed. **Dinner** – Return to duty station after 8:00 P.M. If stopping for dinner would cause the employee to return after 8:00 P.M., when he / she would otherwise have returned before 8:00 P.M., dinner per diem will not be allowed.

The County credit card should not be used for meals related to travel, unless otherwise authorized by the County Manager.

Miscellaneous – The County does not reimburse for alcoholic beverages, in-room movies, room service or tips associated with room service (i.e. bellhop, maid, etc.).

The County will not reimburse for Day Trips. The IRS states if no overnight stay is necessary for trip, then untaxed meal reimbursements are not allowed.

- e. **Travel/ Transportation**

Personal Vehicle – A requesting party may use his / her personal vehicle for travel and be reimbursed for mileage if a County vehicle* is unavailable or if car pooling is not available or practical. If a county vehicle is available and the employee chooses to drive his/her personal vehicle, he / she will be reimbursed at *one-half of the current IRS rate of reimbursement*. *County vehicles can be secured through the County Central Garage or through employee's department and employees must have a valid driver's license to use County vehicles. Verification is required if a vehicle is not available (email stating no vehicle available, etc.)

Mileage – The allowable IRS rate per mile will be paid to an employee or County official who uses his / her personal vehicle except when there is a county vehicle available and the employee chooses to use their personal vehicle. (See e 1 above). Mileage reimbursement calculations must involve the starting address of the employee's regularly assigned duty station or home, whichever is less, to the final travel

destination. No reimbursement shall be made for the use of a personal vehicle in commuting from an employee’s home to his / her duty station.

Rental Vehicle – A receipt is necessary for reimbursement. Rental vehicles are to be used as a last resort. Use of a rental vehicle must be approved in advance by the Department Head and County Manager.

Other – Other means of transportation (i.e., airplane, train, bus) require receipts. Employees must secure Department Head and County Manager approval and travel should be planned well in advance to enable the County to pay the appropriate vendor directly for this service.

5.0 Procedures

Steps for Travel Reimbursement (Upon Return)

1. Upon completion of any travel or reimbursable expenditure, each employee shall complete and submit the reimbursement column on the **Request for Travel Form** within 10 business days of expenditure. Also, the form must include any advance payment received in the “advance” column and any usage of the county credit card in the credit card column.
2. No reimbursement will be paid without a fully executed **Request for Travel Form**. All required documentation (verification of the event) and itemized receipts for the cost of lodging and related travel expenses must be attached for reimbursement and notated in the reimbursement column of the approved form.
 - a. Lodging, hotel guarantees, or any other expenses charged to the County credit card should be noted on the Request for Travel Form in the Advanced Column. These amounts will be paid directly to the Card Company and not reimbursed to the employee or County official.
 - b. Travel reimbursements are to be submitted to the Finance Office for review of all travel related transactions and advise the County Manager or Department Head of any apparent deviations from these procedures.
 - c. The Finance Office will issue payment for balances due the employee.
 - d. In the event of a disallowed or excess expense claim, the Finance Office will return a copy of the reimbursement request and the employee must reimburse the County immediately.
 - e. The Finance Office will maintain a chronological file of all outstanding **Requests for Travel** to ensure proper collection of delinquent or other unsettled items. For example, if an employee requests an advance, but does not attend the conference, the advance is owed back to the County.

Attachments:
Request for Travel Form

Agenda Item #17: FINANCE – APPROVAL of CAPITAL PROJECT ORDINACES, BUDGET AMENDMENTS, and INVOICES:

- Finance Director Lacie Jacobs requested approval of the capital project ordinances and invoices:
1. Health – WIC Funding, General Medicaid FY21/22
 2. Parks and Recreation – Capital Project Ordinance
 3. 911 Grant – Capital Project Ordinance
 4. Invoices needing FY22/23 Purchase Order Approval (attached)

MOTION:

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

**Commissioner Byrd asked for Lacie Jacobs to provide a total amount of all incoming grants for the current fiscal year*

BUDGET AMENDMENT				FY 23/24
Name of Department: <u>Columbus County Health Department</u>				
Agency Head Signature: <u>[Signature]</u> <u>08/14/23</u>				
Date Prepared / Submitted to Admin:		Date Received in Admin:		
<u>May 20, 2023</u>				

Budget Code	Fund Dept Category	EXPENDITURES Classification	Requested Increase or Decrease
10	5197	526001 Adult Health Departmental Supplies	\$3,642
10	5166	526001 Child Health Departmental Supplies	\$6,568
10	5121	526001 Comm Disease Departmental Supplies	\$5,157
10	5162	526001 Immunization Departmental Supplies	\$4,204
10	5167	526001 Maternal Health Departmental Supplies	\$24,898
10	5111	526001 Other Services Departmental Supplies	\$136
10	5171	526001 Dental Departmental Supplies	\$105,515
10	5161	526001 Family Planning Departmental Supplies	\$41,656
Total Net Expense			\$26,754

Budget Code	Fund Dept Category	REVENUES Classification	Requested Increase or Decrease
10	3510	430055 WIC Funding	\$26,754
Total Net Revenue			\$26,754

Budget Code	Fund Dept Category	EXPENDITURES Classification	Requested Increase or Decrease
10	3510	430025 General Medicaid	(\$191,775)
Total Net Revenue			(\$191,775)

☐ 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 _____
 Signature _____ Date _____

Explanation of Increase or Decrease:
Additional Funding For FY 23/24
Medicaid Cost Settlement for FY 21/22

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the Capital Project Fund
for the Fiscal Year beginning July 1, 2023

BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina as follows:

Section 1: The following amounts are hereby made to the Parks and Recreation Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

Project Appropriations

32.4968.526001 - Departmental Supplies	\$ 20,000
Total Appropriations – Parks and Recreation Fund Appropriation	\$ 20,000

Source of Revenue

32.3834.489111 - Riegelwood Community Foundation Grant	20,000
Total Estimated Revenues – Parks and Recreation Capital Project Fund	\$ 20,000

Note: Riegelwood Community Foundation has provided the Parks and Recreation department with \$20,000 to promote social welfare of the community surrounding the IP Riegelwood mill by improving parks in the Riegelwood community.

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

Section 3: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy all applicable regulations. The terms of any financing agreement also shall be met.

Section 4: The County desires to expend its own funds for the purpose of paying certain costs of various projects, for which expenditures the County reasonably expects to reimburse itself from the proceeds of debt to be incurred by the County.

Section 5: All expenditures relating to obtaining any bond referendum and or installment purchase will be reimbursed from bond proceeds and installment purchase proceeds in accordance with the requirements of the United States Treasury Regulations Section 1.150 -2.

Section 6: This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

Section 7: The County intends to seek Federal, State, and/or other grant funding to reduce the amount of loan proceeds. The adoption of this ordinance authorizes the County Manager and/or his representative to apply for and accept such funding if awarded.

Section 8: This project ordinance shall be entered in the minutes of the Board of Commissioners of Columbus County. Within five days hereof, copies of this ordinance shall be filed with the finance office in Columbus County and with the Clerk to the Board of Commissioners of Columbus County.

ADOPTED, this 21st day of August, 2023

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Jana Nealey, Clerk to the Board

Invoices received subsequent to year end without an existing purchase order.

Respectfully submitted,


Lacie Jacobs
Finance Director

Agenda Item #18: ATTORNEY’S OFFICE – APPROVAL to use COUNTY PROPERTY to put in GROUND WATER MONITORING WELLS:

Attorney Amanda Prince requested approval to use County property to put in 2-inch Ground Water Monitoring Wells. These are 2inch water monitoring wells for 21 days to check the water for contaminants.

MOTION:

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

Agenda Item #19: 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
Home and Community Care Block Grant for Aging Services Advisory Councils	II	Karen Thurman (unable to serve another term)	6/30/2022	HOLD
Home and Community Care Block Grant for Aging Services Advisory Councils	V	Henry Milligan	6/30/2022	HOLD
Home and Community Care Block Grant for Aging Services Advisory Councils	V	Tommy Spivey	6/30/2022	Allison Watts
Juvenile Crime Prevention Council	V	Jana Nealey		Appointed Commissioner Watts
Juvenile Crime Prevention Council	EB	Sheriff - William 'Bill' Rogers		1 - Byrd 2- Coleman

Juvenile Crime Prevention Council	EB	District Attorney Designee Elizabeth Hunt		1-Watts 2- Floyd
Juvenile Crime Prevention Council	EB	Chief Court Counselor (Vacant)		HOLD
Juvenile Crime Prevention Council	EB	Director, Local Management Entity/Managed Care Organization (LME/MCO) Designee - Inesha Trahan		1-Watts 2-Coleman
Juvenile Crime Prevention Council	EB	Chief District Judge Designee - John C. Chandler		1-Floyd 2-Coleman
Water and Sewer Advisory Board	VII	Todd Pennington (resigned)	6/30/2024	HOLD
Lake Waccamaw Planning Board	EB	ETJ David Lanier (term expired)	6/30/2023	(Planning Board recommendation Sharon Zickafose) 1-Byrd 2-Coleman

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

MOTION:

At 8:00 P.M. a Motion was made by Commissioner Watts 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 #20: WATER and SEWER DISTRICTS I, II, III, IV, and V – APPROVAL of the 2ND READING of the PUBLIC UTILITIES CUSTOMER SERVICE POLICY AMENDMENT #3:

Public Utilities Director Harold Nobles requested approval of the 2nd reading of the Public Utilities Customer Service policy amendment #3 with required revisions regarding Meter Tampering Fees.

MOTION:

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

**A copy of the amended customer service policy is housed in the Clerk’s Office and in the 8/7/2023 meeting minutes*

Agenda Item #21: WATER and SEWER DISTRICTS I, II, III, IV, and V – APPROVAL of the AMENDED RATES & FEES SCHEDULE REGARDING METER TAMPERING for FISCAL YEAR 2023-2024:

Public Utilities Director Harold Nobles requested approval of the amended Rates & Fees regarding meter tampering Schedule for Fiscal Year 2023-2024

MOTION:

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

ARTICLE VIICOLUMBUS COUNTY PUBLIC UTILITIES



RATES & FEES SCHEDULE

Section 7.1 FISCAL YEAR

(a) 2023-2024

205 LEE AVENUE
WHITEVILLE, NC 28472 OFFICE: 910-642-2828 www.columbusco.org/

			Rates and Fees	Rates and Fees
			Effective 07/01/2022	Effective 08/21/2023
1	Water Rates & Fees			
	Water rates include both a base rate charge based on meter size and			
	consumption charge based on metered consumption, billed monthly.			
A.	Base Rate Charge by Meter Size			
	No water is included in the base rate.			
		3/4" Meter Service		28.00
		1 1/4" Meter Service	33.00	34.00
		1.5" Meter Service	40.00	42.00
		2" Meter Service	53.00	55.00
		3" Meter Service	78.00	81.00
		4" Meter Service	105.00	108.00
		6" Meter Service	157.00	162.00
		8" Meter Service	207.00	213.00
B.	Consumption Charges			
	Consumption charges are per 1,000 gallons			
		0 - 2,999		4.50
		3,000 - 4,999		4.75
		5,000 - 20,999		5.00
		21,000 - 49,999		7.00
		50,000 +		8.00
C.	Bulk Water Rates			
	Bulk water rates are per 1,000 gallons			
		Industrial Bulk Rate		5.00
		Municipal Bulk Rate		5.00
		Commercial Bulk Rate		8.00
		institutional Bulk Rate		8.00
	(Commercial and Institutional Water Customers that Exceed 50,000 Gallons Per Month will be			
	charged a bulk rate of \$8.00 per 1,000 Gallons.)			

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			Rates and Fees	Rates and Fees
			Effective 07/01/2022	Effective 08/21/2023
D.	Water Service Connection Fees			
	During construction costs			
		3/4" Meter Service	500.00	500.00
		1 1/2" Meter Service	700.00	700.00
		2 1/2" Meter Service	3,000.00	3,000.00
	After construction costs			
		3/4" Meter Service (\$1,050.00)	Cost + 15%	Cost + 15%
		1" Meter Service (\$1,400.00)	Cost +	Cost + 15%
		2" Meter Service (\$4,100.00)	Cost +	Cost + 15%
E.	Security Deposits			
		Property Owners	50.00	100.00
		Renters	100.00	150.00
F.	Customer Service Fee			
		Over the Phone Credit Card Payments with CSR		5.00
G.	Rates for Hydrant Rentals			
	No water is	included in the base rate.		
		3/4" Meter Service		28.00
	Consumption	Charges		
	Consumption	Charges are per 1,000 gallons		
		0 - 2,999		4.50
		3,000 - 4,999		4.75
		5,000 - 20,999		5.00
		21,000 - 49,999		7.00
		50,000 +		8.00

			Rates and Fees	Rates and Fees
			Effective 07/01/2022	Effective 08/21/2023
H.	Damaged Equipment/Component Fees			
		3/4" Meter Box	45.00	45.00
		1" Meter Box	93.00	93.00
		2" Meter Box	148.00	148.00
		3/4" Meter Box Lid	24.00	24.00

		1" Meter Box Lid	77.00	77.00
		2" Meter Box Lid	110.00	110.00
		3/4" Meter	132.00	132.00
		1" Meter	221.00	221.00
		2" Meter	1,850.00	1,850.00
		Battery Pack	165.00	165.00
		Cable	23.00	23.00
		Adaptor Clip	1.00	1.00
		Antenna	32.00	32.00
		Locking Nut	7.00	7.00
		Insulated Sleeve	3.00	3.00
		Complete Housing	43.00	43.00
		3/4" Setter		320.00
		1" Setter		390.00
		Locking Device Replacement Fee	\$ -	\$ 5.00
		Meter Replacement Fee		75.00
		Component Replacement Fee		100.00
		(Component Fees Vary and are NOT Included - Component Fees Must Be Added to \$100 Fee)		
		Damaged Equipment Fee		125.00
		(Equipment Fees Vary and are NOT Included - Equipment Fees Must Be Added to \$125 Fee)		
I.	Late Fee Penalty			
		Assessed on accounts with outstanding balances	35.00	35.00
		after monthly due date.		
J.	Delinquent Account Penalty			
		Assessed on accounts with outstanding balances	50.00	50.00
		when cut off is issued for termination of service.		
K.	Returned Check or Bank Draft Fee			
	Per Account: NSF, Closed Account, Stop Payment of Customer, Vendor Issued Check or Draft			
		Assessed on accounts with returned checks or drafts	35.00	35.00

			Rates and Fees	Rates and Fees
			Effective 07/01/2022	Effective 08/21/2023
L.	Disconnection Fee			
		Property Owners	250.00	\$ 250.00
		Assessed for permanent removal of water service.		
		Renters	25.00	\$ 25.00
M.	Leak Adjustments			
		Adjustments can be given for leaks on amounts exceeding the average bill based on a		
		calculation of the preceeding twelve months and only once in any twelve month period.		
N.	Tampering with Meters and Cutoffs			
	No person, except a duly authorized employee of the Public Utilities Department, shall turn the cutoff			
	installed in each meter box nor shall any person construct or have constructed any bypass around any			
	meter except as may be installed and sealed by the Public Utilities Department. The fact that water is			
	cut on to any premises by an occupant thereof without the prior knowledge of either the Utilities			
	Public			
	Department or the owner shall not relieve such premises of liability for such unauthorized use of water.			
	The Public Utilities Department may, in addition to prosecution by law, permanently refuse service to			
	any customer who tampers with a meter or other measuring device.			

	Any person violating any of the provisions of meter tampering shall be guilty of a Class I misdemeanor			
	and upon conviction thereof shall be fined not more than five hundred dollars (\$500.00) or imprisoned			
	not longer than two years, or both fined and imprisoned not longer than two years, or both fined and			
	imprisoned, in the discretion of the court. See Section 14-151.1 (c) of the North Carolina General Statute.			
	If the seal is broken on any locked meter and water is used, the following types of fees will be applied			
	to the customer's water service account and must be paid in full before any reconnections be made to			
	the water system:			
	A)	Locking Device Replacement Fee		5.00
	B)	Meter Replacement Fee		75.00
	C)	Component Replacement Fee		100.00
		(Refer to Section H of Rates & Fees Schedule - Fees Vary Per Damaged Component)		
	C)	Damaged Equipment Fee		125.00
		(Refer to Section H of Rates & Fees Schedule - Fees Vary for Damaged Equipment)		
	Columbus County Public Utilities will permanently remove the water service tap from the property due			
	to tampering with meters and cutoffs. Customer will be responsible for paying current water tap fees to			
	reinstall service once the water service tap has been removed from the property due to metering with			
	meters and cutoffs.			

Labor & Equipment Charges Fiscal Year
2023 - 2024

		Fiscal Year 2022-2023			Fiscal Year 2023-2024	
					Hourly	
<u>Personnel</u>						
Director			35.00			40.00
Assistant Director			28.00			35.00
Utility Field Operations Supervisor			21.00			30.00
Utility System Operator			20.00			25.00
		Fiscal Year 2022-2023			Fiscal Year 2023-2024	
		Hourly			Hourly	
<u>Equipment</u>						
Backhoe/Mini Excavator			100.00			100.00
Dump Truck			75.00			75.00
Service Truck			50.00			50.00
Rented Equipment			Cost +			Cost +
Parts & Supplies			Cost +			Cost + 10%

		Fiscal Year 2022-2023			Fiscal Year 2023-2024	
		Hourly			Hourly	
Other Fees						
Meter Box Move, Labor			250.00			250.00
Meter Testing Fee			25.00			25.00
Service Call - Weekdays from 8 AM to 5 PM			25.00			25.00
Service Call - Weekends & After Hours			50.00			50.00
Service Call - Holidays			75.00			75.00

Adoption of Fee Schedule Fiscal Year
2023 - 2024

Adopted this 21st day of August, 2023

Lacie Jacobs, Finance Director

Ricky Bullard, Chairman

Jana Nealey, Clerk to the Board

Date:

Date:

Date

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

MOTION:

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

Agenda Item #22: COMMENTS:

A. Board of Commissioners

Commissioner Smith commented:

I just want to remind everyone about the August 24th School ribbon cutting in Tabor City at 9am.

Chairman Watts commented:

I just like to thank the ball teams again for their hard work this year. Remember School is starting on the 28th so make sure you are aware of the roads. Also, I encourage you to come to the Tabor City School Ribbon Cutting on August 24th at 9am.

Commissioner Byrd commented:

I mentioned last week about the tax notices going out late, and I know Mr. Needom that we have discussed it, but If we are going to give the citizens 30 days to get the 2% discount on their taxes, what can we do to make sure they get their tax notices on time.

Tax Administrator – Needom Hughes commented that the tax rates have to be approved by the board, then the rate is keyed into the bills and then they go out. If we could get that rate approved sooner, then we could get the bills out. Once they go to the post office, it is out of our hands. We print and proof the duplicates, then we approve them and a third party mails them out from Florence.

Commissioner Byrd asked about the 2% increase in Lake Waccamaw and how that was handled.

Tax Administrator – Needom Hughes responded by saying they had handled that by sending them post cards letting them know their taxes had increased prior to their bills being sent out. We collect not only for our county but for all the municipalities, therefore, we have a large work load and a short time span in which to get it done. If those tax rates could possibly be adopted earlier, then it would give us more time to make sure they get out early.

Commissioner Byrd asked if we could increase the discount time to through September to give time for people to get their bills and get the 2% discount as well

County Attorney Amanda Prince responded by saying she believed that the August cut-off date for the tax discount is a General Statute but she will look into it and give an answer to both Commissioner Byrd and Needom Hughes.

Vice Chairman Coleman commented:

Schools are starting and some people have asked what they can do to help the school and they need volunteers for tutoring. I encourage you to get out and help the schools by volunteering.

Chairman Bullard commented:

I'd like to encourage you all to come out to the ribbon cutting at Tabor City School and Commissioner Watts will handle that. The school board, the commissioners, the county administration and the old boards members have all worked hard to make this school happen and we have worked well together when it comes to caring about our children and the schools.

B. County Manager

County Manager Eddie Madden commented:

We were supposed to have the Water system master plan presentation for you today at 4 o'clock. It has been rescheduled to September 5 at the same time 4 PM so please mark your calendar for that. Also, you have the interlocal government dinner a week from now, August 28th @ 6:30 P.M. and all that information is in your board packets. I know Chief McMillan Here he may want to speak to this about the plate sale to be put on by the Sheriff's Department this coming Friday and tickets are available come and make sure you get a plate from 11 to 2 Friday and this is to support the Veterans Day parade and we appreciate all the work and efforts been put in.

Agenda Item #23: ADJOURNMENT:

MOTION:

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