

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**Monday, July 15, 2024
5:00 P.M. – Closed Session
6:30 P.M. – Regular Session**

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

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Giles E. Byrd, **Vice Chairman**
Lavern Coleman,
Scott Floyd
Barbara Featherson
Brent Watts
Chris Smith

APPOINTEES PRESENT:

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

APPOINTEES ABSENT:

Agenda Item #1: MEETING CALLED to ORDER:

At 5:00 P.M. Chairman Ricky Bullard called the regular session meeting to order.

RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143- 318.11(A)(4) ECONOMIC DEVELOPMENT, N.C.G.S. § 143-318.11(A) (5) REAL ESTATE, and N.C.G.S. § 143-318.11(A)(6) PERSONNEL

MOTION:

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

Agenda Item #2: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143- 318.11(A)(4) ECONOMIC DEVELOPMENT, N.C.G.S. § 143-318.11(A) (5) REAL ESTATE, and N.C.G.S. § 143-318.11(A)(6) PERSONNEL

RECESS CLOSED SESSION and enter into REGULAR SESSION

MOTION:

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

GENERAL ACCOUNT:

Attorney Amanda Prince gave the general account as follows:

The board discussed (1) matter of Attorney-Client Privilege and (3) matters regarding Economic Development. No action was taken by the board.

MOTION:

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

Chairman Bullard recessed regular session until 6:30 P.M.

Regular Session resumes at 6:30 P.M.

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

The invocation was delivered by Commissioner Brent Watts. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Lavern Coleman.

Public Hearing -6:30PM or as soon as can be heard –The Proposed Pinebrook Planned Unit Development Zoning District

Citizen James Cox commented:

- Thank you for giving me this opportunity to speak uh I own an outdoor storage park are this a great opportunity for simply doing jobs and business opportunities currently most graduates are leaving this County due to lack of jobs I ask you to think how many air conditioners that will M us electrical employment systems requiring service yards needing Landscaping. Also, think of how many service businesses that the new residents will patronize as for the environment there will be less herbicide and pesticides use compared to current agriculture use flooding is a concern but right now there's no plan in place that can compare to the engineering plan provided. It's been suggested respective residents will only spend money in our county once the population grows the stores restaurants retail vendors will currently there's no real housing market in Southeast Columbus County if you want population to grow, you got to have houses, just think of the tax revenue that will supply and create more County jobs and a larger budget for improvements thank you very much for your time gentlemen.

Citizen Christopher George Simmons commented:

- Please let our home grow. As I see all the counties and towns around us is growing and as they growing they going to shove us out if we don't start growing with them. If we don't start looking at this more. Think of the tax basis that we are going lose. We are letting everything around us and everybody in Columbus County go to another county to work and Columbus County is not benefiting from it. We can't have a lot of things over here because you don't have enough taxpayers and houses to represent what we really got going on and the growth that we really need is actually coming down into the lower area because we don't have nothing here. I ask y'all, as representative of Columbus County, please look at it and say yes to it, because instead of working against it we need somebody to start working with it and start figuring out the problem and get an income coming into Columbus County. I've been here all my life and y'all we are dying. We are just like a cemetery and if we don't put some life back into Columbus County we will die and it's not nobody else's fault if they come in to our county because Columbus County don't want to do nothing, so if y'all don't mind, would you please take this in consideration. Thank you for your time.

Citizen Jennifer Foley commented:

- I live at 15 355 Rough and Ready Road in Fairbluff but, I am acting on behalf of my parents who live in Tabor City and they own a farm within a thousand yards of this new this proposed Housing Development it is my understanding this is the fourth proposed housing development in Columbus County if you add up the homes that have been proposed thus far you're looking at 10,000 homes within the next 10 to 15 years I want to give you some stats that you probably guys already know population of Columbus County based off the 2020 census is 50,62159 you're talking about adding 10,000 more homes this is just one project um Columbus County needs to grow but at what sustainable rate can we grow I know that Cottonwood place I'm not saying that we don't need to grow because we do we need people just like Mr. Simmons said we need people in this County but at what point is growth going to go too fast like I said four housing developments with the GRAGG Tract included you're looking at close to 10,000 homes we currently only have 23,000 homes in our County you guys can do the math I mean that's a lot of people in a short amount of time are we prepared for that kind of growth I'm just wondering have certain things been happening because you're looking at within a five mile radius this number of people the school in Old Dot can it hold these this the number of children that might be coming in we have talked about the police department um fire departments that need to be down there because you're looking at possibly closely doubling Columbus County size in that small radius um that's just something that I would like for you guys to think of I am not against growth I am not against these housing developments coming in however I would like for us to really be strategic about the sustainability of this growth can thank you

Austin Graham with the Development Resource Group commented:

- I am here representing the project this evening. I just wanted to first off thank the board for having us and wanted to roll through some of the comments we heard. As you heard you know these new homes and new peoples will bring opportunities. Somebody's got to put a roof on these houses somebody's got to you know put an AC unit on them there is growth here and there is opportunity for the current residents of Columbus County to gain from these projects not to mention the housing that is available uh housing Market's tough right now for anybody increased inventory adds options which is a good

thing um wanted to roll down to you know some of the things we heard against it or concerns with the project are the growth rate and can the county support it we're not asking anything of the county. We're going to do the road the water the sewer, yes we are looking at the county to provide fire and EMS coverage, because legally, we can't do that, because we're not a government entity, however; we have coordinated with county staff and we are providing a location for a new fire and EMS station to increase the coverage, not only for this project, but everybody that lives in that corner of the county. The school topic, you know the school is a separate board, however; we have coordinated with the schools and they do know what's coming and they are aware of the growth. They are tracking the growth so that is as I understand, that's a separate board, but we're doing everything we can on our end to make sure they're aware of what's coming so they can plug these things into their long range plans uh and then again with the overall sustainability in the tax base, as Chris said, spreading the burden over more backs is a good thing. In order to provide for a portion of the Senior Citizen Center and other infrastructure. An increased tax base is good for all, not to mention, the system development fees that you guys passed a few months ago. They're going to pay their fair share on the water system which is a good thing for everybody. Increased water increased redundancy increased backup and storage supply, so, that's good for everybody.

- All storm water and all storm drainage will be in concurrence with NCDEQ regulations for quantity total amount coming off and quality. The quality of water coming off there will be ponds you know vegetative filters and other measures whatever the engineering plans decide at that time to address the quality make sure we're not putting sediment or other pollutants into a water body that goes downstream. The PUD site plans even speak to the total amount and the volume of runoff, the total cubic feet per second, or gallons per minute, however you want to measure it. That leaves this parcel that will be equal to or less than what it is currently doing in accordance with NCDEQ regulations and their design methodology.

Vice Chairman Byrd asked: okay at this time do you have phase one ready to come forward and record and start with that?

- It's not ready at this time, however; it is on the works but, I don't know an exact time frame on that. Phase one would obvious be the first step and obviously the owner of this project is eager to get moving but I don't have any exact timelines or anything to hand you today. We have got a lot of talk but nobody's come forth and recorded phase one in either of the four projects. I do believe that there's some movement on some other projects I do know that there are ongoing talks with regulatory agencies to get things off the ground. I don't want you to feel like we're come in front of you today asking for a whole lot just for us to do a whole lot of nothing um but I do know that the owner is eager and is wanting to go. Any other questions?

Deanna Spivey commented:

My name is Deanna Spivey and I live in Tabor City and I own property that my daughter spoke to that comes up to this project area at the corner of our landline there is a core of engineer ditch that Canal that has been built many years ago if this water I pray that it is contained if it feeds into that and causes damage in the original order it was to the property owners to maintain which seems out of order and out of line now if we're going to have to maintain this core of engineers ditch which is quite uh extensive if indeed it the problem is caused by runoff that's my one of my concerns and part of this area that we're talking about is natural uh Woodland those animals I don't know if there's been an ecological study but those animals that are there are going to come into someone else's backyard they're going to be moving and I don't know that we've even thought about that part the ecological impact on our County uh last week we had some people out at our farm talking about water the county water people came out and they talked about four pump pumping stations currently and that will'll have to be more do we have groundwater enough to sustain additional pumping stations to furnish these 10,000 homes those are the questions that I have and they're mainly ecological thank you Mr B are you living in tax to help maintain that uh ditch you spoke of that core of engineers put in I'm sorry question are you Levi a tax on your taxes because I know some drainages they did put in and then they levied a tax on any properties that fed into it I I just didn't know at this point we have not but in that original and we bought the property with the core of engineer ditch on it and the material they gave us indicated that we would be responsible for maintaining it I don't know if there's a statute of limitation for that or not but that does concern me because it is a large canal in that area.

Chairman Bullard commented:

- we appreciate you uh expressing your concerns and as problems come up I'm sure if you'll get in touch with the county we will continue to do everything we can to make this project go forward smoothly for every everyone involved and if I made I want to ask you about the charge there are drainage districts within the county that are tax assess for it and I was just going to say if it was and if development was feeding into it they would be assessed to tax

- and we thank you all for coming and thank you for your comments

MOTION:

Commissioner Smith made a motion to close the public hearing, seconded by Vice Chairman Byrd. The motion unanimously passed.

Agenda Item# 5 & #6: APPROVAL of BOARD MINUTES & AGENDA:

MOTION:

Vice Chairman Byrd made a motion to approve the Agenda, seconded by Commissioner Floyd. The motion unanimously passed.

Agenda Item #7: PUBLIC INPUT

Cynthia Mitchell from Bolton Commented:

- In a meeting not too long ago um a question was brought up um is the town of Bolton ready for a school to be built um these are some items that the town of Bolton has implemented thus far we have installed new smart meters uh which have been installed throughout the community a new playground was built to accommodate a play space for our youth to play learn and explore this Dynamic area was funded by the Kate B Reynolds Foundation our water system has been enhanced to accommodate a new well house at station location number one in the town an upgrade to the well house station. number two has also been completed we are also Painting the Town the town's water tower will endure a Fresh coat of paint old water lines and fire hydrants will be replaced with brand new ones the town of Bolton has also become technology friendly to match our Smart Meters we now had to incorporate the state-of-the-art software to complete the T Town's Dynamics we have allocated the space for the county to implement a much needed EMS facility this facility is a much needed asset to the citizens of our community the town of Bolton also has a fully functional volunteer fire department the town of Bolton will be more than happy to assist with the transition process to make this dream become a reality excuse me the location for this plan would be a great idea we would love to welcome this uh Venture in the next few years the county will progress with growth by Leaps and Bounds the town of Bolton is ready for you please keep us in mind thank you.

Dr. Maria Madison from Men & Women United for Youth and Families Commented:

- My name is Dr Maria Madison and my address is 918 Evergreen Church Road Delco and I am here on behalf of men and women United for Youth and families and I'm here because I'm looking at you guys and I know you know this nonprofit organization in our community and I am challenging you to remember this organization when it comes down to any local funding, funding that the majority of the funding to support the nonprofit comes from state and federal funds and our main goal of course is to support our youth and our community and we want to invest in our youth so we don't have to invest in them later on in our prison systems so men and women United for Youth and families organization is located on 7476 right in Delco I am challenging you to visit the organization and see our resiliency Hub and our number one which I am so proud of our food Hub we work um with NC North Carolina for a collaborative food Hub so we feed um and provide um food boxes for over 500 people now um with Medicaid and all sorts of supplemental kind of um concerns and challenges with healthy foods so I challenge you to support this organization so we can continue spreading the growth through Bladen Columbus Brunswick and now we're in New Hanover County so um we appreciate the opportunity that you've given us today on behalf of our director Mr Randolph Keaton thank you

Jimmy Powell from Bolton Commented:

- my name is Jimmy Bowen my address is 119 P Street in Bolton um I'm here today first of all just thank all of you wonderful uh people who just volunteer your time and serve this wonderful County thank you chairman bullet uh I'm just here as a citizen I um I understand that we're trying to get a new school and I'm basically sitting uh listen to Alman Mitchell and I'm probably gonna be just echoing everything she's already told you guys but um yes I think that you know I'm the orc there in Bolton and I operate the water system and and um also the Wastewater collection these things are already in place and I'm just asking you to really if you have anything to do with the consideration of this new school coming to Bolton we want you to be favorable to Bolton uh

I'm out in the community every day um I haven't had any opposition from anybody in Bolton against the school and we have all of the amenities U of course I'm not big as Chris but I've been involved than construction all of my life but we have all the amenities that we need to go forward with this project number one the property that is in question here is shevel ready there's no clearing and grubbing need to be done we have three communication companies with communication lines that's already down in the ground ready to access a spectrum AT&T and focus communication and as she mentioned we also are working on revitalizing our system with a \$3.2 million Grant and so we're doing things down there to do all of the necessary upgrades for growth um and being in orc for them for so long again I'm just here for as a citizen and asking you guys if y'all have anything to do with favorability for the school coming to boat uh I would like you to consider voting as being the site thank you

Agenda Item #8: ADMINISTRATION – EMPLOYEE SPOTLIGHT:

County Manager Eddie Madden recognized Felicia Brown from the Board of Elections as the employee spotlight.

Agenda Item #9: ADMINISTRATION – APPROVAL of the PROGRAM POLICIES for the CDBG NEIGHBORHOOD REVITALIZAION GRANT:

Assistant County Manager Gail Edwards is requesting approval of the program policies for the CDBG Neighborhood Revitalization Grant, Grant Award \$950,000. Attached are Program Policies for the 2023 CDBG-NR Program, that must be approved prior to funds being released for this program. This grant will assist homeowners previously selected by the Housing Advisory Committee and approved by the Board of Commissioners on November 6, 2023. Homeowners will be assisted by teardown & rebuild and 100% grant funded.

1. Program Policies
2. Code of Conduct
3. Optional Coverage Relocation Plan
4. Section 3 Plan
5. Section 504 Compliance
6. Residential Anti-Displacement & Relocation Assistance Plan
7. The Prohibition of the Use of Excessive Force for CDBG Grantees
8. Recipient's Plan to Further Fair Housing
9. Language Access Plan
10. Equal Employment and Procurement Plan

MOTION:

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

****THE SIGNED CDBG POLICIES are HOUSED IN THE CLERK'S OFFICE****

Agenda Item #10: ECONOMIC DEVELOPMENT – APPROVAL of the GOLDEN LEAF GRANTEE ACKNOWLEDGEMENT, AGREEMENT, and PROJECT ORDINANCE:

EDC and Planning Director Gary Lanier requested approval of the Golden Leaf Grantee Acknowledgement, Agreement, and Project Ordinance in the amount of \$590,000. The grant will cover expenses for clearing and grubbing, as well as funding the installation of gravity sewer lines to Georgia Pacific Road, making the area more marketable. (Gary Lanier will be available for any questions the commissioners may have.)

County Manager Gail Edwards requested acceptance of the CDBG Neighborhood Revitalization Grant Award in the amount of \$950,000, approval of the grant agreement, and Grant Project Ordinance.

MOTION:

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

Grantee:

Number & Title:

Purpose of Grant:

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

County of Columbus

G-202403-09304/ Southeast Regional Park Site Development

This award provides funding to Columbus County for clearing and grubbing of 15 acres, and wastewater extension to serve Lot 4 of the Southeast Regional Park. The county anticipates that successful industry recruitment to the site would create approximately 100 new full-time jobs with an average annual wage of \$45,000 which is higher than the county average of \$42,056, \$30 million in private capital investment, and \$590,000 in public investment.

Amount of Grant: \$590,000.00

Award Date: 2024-06-06

Special Terms and Conditions Applicable to Grant:

The term of the grant is 24 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.

Release of funds is contingent on receipt and approval of a title opinion for the site showing the property is owned by an eligible entity and free of liens

Release of funds is contingent on approval of restrictive covenants for the site;

Release of funds is contingent on approval of a development agreement or similar agreement between the county and the property owner

Release of funds is contingent on securing easements for sewer extension

Standard conditions on the release of grant funds:

Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.

- a) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
- b) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
- c) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
- d) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
- e) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
- f) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

5. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501 of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly

any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

6. **Compliance with laws/liens:** The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

7. **Conflict of interest:** In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, halfbrother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction Or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

8. **Procurement/Disposition:** All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy

that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501 (c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

9. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.
10. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this- grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.
11. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies . of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.
12. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
13. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.
14. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5)

years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

15. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: "This project received support from the Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date be

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the Department of Economic Development and Planning
Golden Leaf Site Development Grant Capital Project Fund
for the Fiscal Year beginning July 1, 2024

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 Department of Economic Development and Planning, Golden Leaf Site Development Grant Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

Source of Revenue

15-3483-422035	Grant Fund	\$ 590,000
Total Estimated Revenues – EDC/Planning Golden Leaf Site Development Grant		<u>\$ 590,000</u>
Project Appropriations		
15-4413-524000	Construction	\$ 474,500
15-4413-999910	Contingency	\$ 43,000
15-4413-519905	Engineering Costs	\$ 42,500
15-4413-519101	Legal Services	<u>\$ 30,000</u>
		<u>\$ 590,000</u>
Total Project Appropriations – EDC/Planning Golden Leaf Site Development Grant		<u>\$ 590,000</u>

Description: North Carolina Southeast Grant funding for services to construct a pad ready site while also doing a search for potential industrial park locations. Grant is to be expended between July 1, 2024 and June 30, 2025.

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.

ARTICLE ISECTION 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.

ARTICLE II

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. Copies of the Capital Project Ordinance shall be made available to the Budget Officer, the Project Manager, and the Finance Officer for direction in carrying out this project.

This Capital Project shall become effective on July 15th, 2024.

ADOPTED, this 15th day of July, 2024

Agenda Item #11: ECONOMIC DEVELOPMENT – APPROVAL of the INDUSTRIAL DEVELOPMENT FUND (IDF) GRANTEE ACKNOWLEDGEMENT, AGREEMENT, and PROJECT ORDINANCE:

EDC and Planning Director Gary Lanier requested approval of the Industrial Development Fund (IDF) IDF Grantee Acknowledgement, Agreement, and Project Ordinance in the amount of \$1,577,575 to provide critical access road infrastructure to the International Logistics

MOTION:

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



of **COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Machelle Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

July 2, 2024

The Honorable Ricky Bullard, Chairman
Columbus County Board of Commissioners
127 W Webster St
Whiteville NC 28472

SUBJECT: Industrial Development Fund: **Grant Award, \$1,577,575**
Grant Number: **U552**
Project: **Columbus County**

Dear Chair Bullard:

It is my pleasure to notify you that Columbus County has been awarded a \$1,577,575 Industrial Development Fund (Utility Account) grant to assist in providing infrastructure to the International Logistics Park. It is our understanding that funding will provide critical access road infrastructure to the development.

Everyone involved in the development of this project is to be congratulated. We commend you for your economic development efforts and look forward to working with you on the implementation of the project.

If you have any questions regarding this grant award, please contact Heather C. Sains at 919.814.4642 or heather.sains@commerce.nc.gov.

Sincerely,

DocuSigned by:
Kenny Flowers
DEFENSE SECRETARY
Kenny Flowers

ALL IDF GRANT DOCUMENTS are HOUSED IN THE CLERK'S OFFICE

Agenda add-on #11a: ECONOMIC DEVELOPMENT – APPROVAL of the IDF GRANT PROFESSIONAL SERVICES CONTRACT:

- a. Professional Services Contract with McAdams & Associates, LLC for the Industrial Development Fund (IDF) ILP Infrastructure Expansion

MOTION:

Vice Chairman Byrd made a motion to reject the plats, seconded by Commissioner Watts. The motion unanimously passed.

ALL IDF GRANT, INCLUDING 11a, DOCUMENTS are HOUSED IN THE CLERK'S OFFICE

Agenda Item #12: HEALTH SERVICES – APPROVAL of CONTRACT for FULL-TIME DENTIST:

Public Utilities / Solid Waste Director Harold Nobles requested approval of the lowest quote from Pridgen Power, in the amount of \$ \$71,047.96, for the Public Utilities / Solid Waste office building emergency operations. This was pre-budgeted for FY 24/25.

MOTION:

Commissioner Floyd made a motion to reject the plats, seconded by Commissioner Smith. The motion unanimously passed.

STATE OF NORTH CAROLINA

Columbus County

THIS AGREEMENT, entered into by and between the Columbus County Health Department, hereinafter called the "Department", and Hasifa Ladner Graham, DDS (Provider) hereinafter called the "Contractor", shall commence on _____ and shall be a continuing contract. This agreement shall be for the purpose of providing independent professional dental services to improve the dental health of clients referred/scheduled to the Contractor by the Department under the following conditions.

THE CONTRACTOR AGREES TO:

1. Be licensed to practice dentistry in the State of North Carolina.
2. Examine and determine the need for dental treatment of patients; treat patients by performing work required to establish and maintain good dental health of patients. Perform dental work and treatment in the control of mouth diseases among children and adults.

3. Help institute good oral hygiene practices; participating in staff and scientific conferences; advising on and helping evaluate procedures followed in the dental clinic. Provide recommendations to the Department concerning the need for further medical care based on the clinical observation.
4. The Contractor will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin. Activities under this agreement will be conducted in accordance with the Title VI, Civil Rights Act of 1964; Title X; Title XIX; Americans with Disabilities Act of 1990; and any subsequent revision under federal and state law.
5. Ensure that no otherwise qualified handicapped individual solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity covered by this agreement.
6. Cooperate with local and state dental and medical providers in stimulating interest in dental health programs and projects.
7. If the Provider is unable to provide services on a scheduled clinic day she must notify the Department 24 hours in advance.
8. Provide General Malpractice Insurance. The contractor shall provide a copy of the insurance binder which shall indicate the period of coverage.
9. Bill the Department at the end of each calendar month for services providing the preceding month which the Department shall pay by the 15th of the following month.
10. Accept as full payment for services provided at an hourly rate of \$62.59.
11. All meetings, workshops or continuing education will be at the expense of the Contractor.
12. Contractor agrees to provide services at a minimum of thirty-seven hours and thirty minutes (37.5 hours) per week.

THE DEPARTMENT AGREES TO:

1. Provide a copy of the Columbus County Dental Health policies and procedures.
2. Provide proper parental authorization/consent for dental care prior to the date of the service.
3. Provide patient records including all patient information pertaining to dental service.
4. Provide materials and medical supplies to perform dental services to patients in need of this service.

All parties to the contract agree to abide by all laws and regulations governing the confidentiality of patient information and further agree to safe guard privileged information.

Either party may terminate the contract by giving 30 days written notice.

The Contractor shall operate independently, and the Department shall not be responsible for any of the Contractor's acts or omissions. The Contractor agrees to hold the Department harmless from and against any and all claims made or liability for acts or omissions of the Contractor. The undersigned certifies and warrants that he is duly authorized to sign on behalf of the Contractor.

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

B. Non-Appropriation

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

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

B. Not to Exceed. The total amount paid pursuant to this contract shall not exceed

\$122,052.00, one hundred twenty two thousand, fifty two dollars and zero cent.

In witness whereof, the CONTRACTOR and the DEPARTMENT have executed this agreement, in duplicate originals, one of which is retained by each of the parties.

Kimberly L. Smith
Health Director

Date

Hasifa Ladner Graham, DDS

Date

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), dated _____, **2024**, is entered into by and between **Columbus County Health Department** by and through **Columbus County Government** and **Hasifa Ladner Graham, DDS** (the “Business Associate”) (each a “Party” and collectively the “Parties”), and is made a part of the service agreement between the parties effective _____, **2024** (the “Service Agreement”).

WHEREAS, under the Service Agreement, the Business Associate provides **Columbus County Health Department** a service involving the disclosure of Protected Health Information (“PHI”) from **Columbus County Health Department** to the Business Associate or the Business Associate regularly uses or discloses PHI in the performance of its duties;

WHEREAS, both Parties are committed to protecting the confidentiality of PHI and complying with the Privacy Rule as defined herein in performing their respective obligations under the Service Agreement;

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which PHI will be handled among , the Business Associate and third parties during the term of the Service Agreement and after its termination; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

I. DEFINITIONS:

A. *Business Associate.* "Business Associate" shall mean the entity set forth in the opening paragraph of this Agreement and shall have the same meaning as the term in 45 CFR 160.103.

B. *Covered Entity.* "Covered Entity" shall generally have the same meaning as the term “covered entity” at 45 CFR 150.103 and in reference to the party to this agreement, shall mean **Columbus County Government/Columbus County Health Department**.

C. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

D. *Privacy Rule.* "Privacy Rule" shall mean the federal Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, Subparts A and E, in effect or as amended, and with which compliance is required.

E. *HIPAA Rules.* "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.

F. *Protected Health Information or PHI.* "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

G. *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 160.103.

H. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

I. *Designated Record Set.* "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

J. *Health Care Operations.* "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501

K. *Privacy Official.* "Privacy Official" shall have the meaning set out in 45 C.F.R. § 164.530(a)(1).

L. *Electronic Protected Health Information.* "Electronic Protected Health Information" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media."

M. *Electronic Media.* "Electronic Media" shall have the meaning set out in its definition at 45 CFR Section 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI:

A. Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as called for in the Service Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses and disclosures not authorized by this Agreement or Required by Law are prohibited.

B. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

1. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate

2. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed

only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

3. With express written permission by the Covered Entity, use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

III. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI:

A. Responsibilities of the Business Associate. With regard to its use or disclosure of PHI, the Business Associate hereby agrees to do the following:

1. To use or disclose PHI only as permitted or required by this Agreement or as otherwise Required by Law;
2. To use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement and to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI;
3. To report to the designated Privacy Official of the Covered Entity or his or her designee, in writing, any use or disclosure of PHI that is not permitted or required by this Agreement of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such unauthorized use or disclosure, including breaches of unsecured PHI as required at 45 CFR 164.410 and any security incident of which it becomes aware;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
5. Make available PHI in a designated record set to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524;
6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
7. To establish procedures for mitigating, to the extent practicable, any harmful effects from any improper use or disclosure of PHI that the Business Associate is obligated to report to the Covered Entity hereunder;
8. To require all of its subcontractors and agents that receive, use or have access to PHI to agree, in writing, to adhere to the same restrictions and conditions on the use or disclosure of PHI that apply to the Business Associate pursuant to this Agreement;
9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations;

10. Upon reasonable notice and prior written request, to make available during normal business hours at Business Associate's offices all records, books, agreements, internal practices, policies and procedures relating to the use or disclosure of PHI, to the Covered Entity for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement;

11. Upon reasonable notice and prior written request, to make available during normal business hours at Business Associate's offices all records, books, agreements, internal practices, policies and procedures relating to the use or disclosure of PHI to the Covered Entity, or at the Covered Entity's request to the Secretary, in a time and manner designated by the Covered Entity or Secretary, for purposes of determining the Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges;

12. To report to Covered Entity any disclosure by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR 164.528 (including without limitation a disclosure permitted under 45 CFR 164.512), within five (5) business days of any such disclosure, along with any information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures under 45 CFR 164.528;

13. Subject to Section VI.D. of this Agreement, return to the Covered Entity or destroy, within thirty (30) days of the termination of this Agreement, any and all PHI in its possession and retain no copies (which for purposes of this Agreement shall include without limitation destroying all backup tapes and permanently deleting all electronic PHI);

14. To disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder, and;

15. Make its internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

B. Responsibilities of the Covered Entity. With regard to the use or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees

1. To inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Business Associate a copy of the Notice currently in use;

2. To inform the Business Associate of any changes in, or revocation of, the permission by Individual to use or disclosure PHI if such changes affect Business Associate's permitted or required uses and disclosures;

3. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under the Privacy Rule that may impact in any manner the use or disclosure of PHI by the Business Associate under this Agreement, including, but not limited to, restrictions on use or disclosure of PHI agreed to by the Covered Entity as provided for in 45 C.F.R. § 164.522;

4. That Business Associate may make any use or disclosure of PHI permitted under 45 C.F.R. § 164.512 and applicable state law except that uses or disclosure for research are not permitted without prior approval by the Covered Entity;

IV. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI:

A. Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that **CCHD** notifies the Business Associate that any PHI created, held or maintained by Business Associate or to which Business Associate has access, constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

1. at the request of, and in the time and manner designated by the Covered Entity, to provide access to the PHI to the Covered Entity or the Individual to whom such PHI relates to meet a request by such Individual under 45 C.F.R. § 164.524; and

2. at the request of, and in the time and manner designated by the Covered Entity, to make any amendments to the PHI that the Covered Entity directs pursuant to 45 C.F.R. § 164.526; provided, however, that the Covered Entity will not make such a request unless it has determined that the amendments are necessary because the PHI that is the subject of the amendments has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the PHI to be amended.

B. Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that **CCHD** notifies the Business Associate that any PHI created, held or maintained by Business Associate or to which Business Associate has access constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

1. to notify the Business Associate, in writing, of any PHI that Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate shall provide such access; and

2. to notify the Business Associate, in writing, of any amendments to the PHI in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which such amendments shall be made; provided, however, that the Covered Entity will not make such a request unless it has determined that the amendments are necessary because the PHI that is the subject of the amendments has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the PHI to be amended.

V. SECURITY REQUIREMENTS

Business Associate agrees to:

A. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

B. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguard to protect the Electronic Protected Health Information.

C. Report to the Covered Entity any security incident of which Business Associate becomes aware.

VI. TERMS AND TERMINATION:

A. Term. This Agreement shall become effective on the date of execution of the Service Agreement, and shall terminate upon the termination or expiration of the Service Agreement. Certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section IX. A. herein.

B. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach. Failure by the Business Associate to cure said breach to the satisfaction of the Covered Entity within the thirty (30) day notice period is grounds for the immediate termination of this Agreement.

C. Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Service Agreement.

D. Effect of Termination.

1. Except as provided in Paragraph (2) of this Section VI. D., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity (including without limitation destroying all backup tapes and permanently deleting all electronic PHI). This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity a written statement that the Business Associate has determined it is infeasible to return or destroy the PHI in its possession, and written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

3. If it is infeasible for the Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this agreement to the subcontractors' or agents' use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the PHI infeasible.

VII. INDEMNIFICATION:

The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligent acts or omissions related to this Agreement, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

VIII. OWNERSHIP OF INFORMATION:

The parties acknowledge that as between Covered Entity and Business Associate, Covered Entity holds and retains all right, title and interest in and to the PHI, and Business Associate does not hold, and will not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity, any right, title or interest in or to the PHI or any portion thereof, including without limitation data acquired through the de-identification of PHI. Except as otherwise agreed to in writing by the parties, Business Associate will have no right to compile or distribute statistical analyses or reports utilizing aggregated data or de-identified data derived from the PHI or any other health and medical data obtained from Covered Entity.

IX. MISCELLANEOUS:

A. Survival. The respective rights and obligations of Business Associate and Covered Entity relative to Sections III.A. and VI.D., solely with respect to the PHI Business Associate retains in accordance with Section VI.D. due to the infeasibility of returning or destroying such PHI, shall survive termination of this Agreement indefinitely. In addition, Section IV. shall survive termination of this Agreement, provided that the Covered Entity determines that the PHI being retained pursuant to Section VI.D. constitutes a Designated Record Set. The respective rights and obligations of the Parties under Section VII. shall survive termination of this Agreement indefinitely.

B. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

C. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights or remedies whatsoever.

D. Regulatory References. Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified.

E. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below:

If to Business
Associate, to:

Hasifa Ladner Graham, DDS

Attention: Hasifa Ladner Graham, DDS

If to Columbus
County, to:

Columbus County Health Department

PO Box 810

Whiteville, NC 28472

Attention: Kimberly L. Smith

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove

Agenda Item #13: PUBLIC UTILITIES / SOLID WASTE – APPROVAL of the QUOTE to PURCHASE GENERATOR for OFFICE BUILDING EMERGENCY OPERATIONS:

Public Utilities / Solid Waste Director Harold Nobles requested approval of the lowest quote from Pridgen Power, in the amount of \$ \$71,047.96, for the Public Utilities / Solid Waste office building emergency operations. This was pre-budgeted for FY 24/25.

Vice Chairman Byrd Commented:

- What is the Kilowatts?

Assistant Director of Public Utilites Chris Nobles Responded:

80 Kilowatts.

Vice Chairman Byrd Commented:

- 80 well I bought 150 and didn't pay but 43,000 for it

Assistant Director of Public Utilites Chris Nobles Responded:

- *It is a stationary caterpillar generator we're had to put a new transfer switch in and it comes with a 72 hour runtime that's including contractor coming and wiring it in and everything*

MOTION:

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



Columbus County Public Utilities
Attn: Amanda Davis
205 Lee Avenue
Whiteville NC 28472

07/02/2024

Project: Public Utilities Main Office

Diesel GenSet 80kW
C80D6C Diesel Genset, 60Hz, 80kW
U.S. EPA, Stationary Emergency Application
Duty Rating - Standby Power (ESP)
Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200
NFPA 110 Type 10 Level 1 Capable
Exciter/Reg - Torque Match
Voltage – 277/480, 3 Phase, Wye, 4 Wire
Alternator - 60Hz, 12L, 240/120V, 120C, 40C Ambient
Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color - Sandstone, Aluminum
Enclosure - Wind Load 180 MPH, ASCE7-10
Skidbase - Housing Ready
Fuel Tank - Regional, Dual Wall, Sub Base, 72 Hour Minimum Control Mounting - Left Facing
PowerCommand 1.1 Controller
Gauge - Oil Pressure
Stop Switch - Emergency
Signals - Auxiliary, 8 Inputs/8 Outputs
Control Display Language - English
Load Connection - Single
Circuit Breaker, Location A, 250A, 3P, 600 Volts AC, 80%, UL
Circuit Breaker or Terminal Box (Position B)-None
Circuit Breaker or Terminal Box (Position C)-None
Engine Governor - Electronic, Isochronous
Fuel Water Separator
Low Fuel Level Switch, 40%
Mechanical Fuel Gauge
Riser - Fuel Tank, 2 inch
Switch - Fuel Tank, Rupture Basin
Engine Starter - 12 Volt DC Motor
Engine Air Cleaner - Normal Duty
Battery Charging Alternator
Battery Charger - 6 Amp, Regulated
Engine Cooling - Radiator, High Ambient Air Temperature, Fitted Shutdown - Low Coolant Level
Extension - Coolant Drain

946 Jefferson St
Whiteville NC 28472

910-234-8652
pridgenpower.com

Diesel GenSet continued:

Engine Coolant - 50% Antifreeze, 50% Water Mixture
 Coolant Heater
 Engine Oil
 Genset Warranty - 2 Years Base
 Literature - English
 Packing - Skid, Poly Bag
 Larger Battery Rack
 Extension - Oil Drain
 Ship Loose - Tank Riser B
 Genset Starting Battery - 12V DC
 C110-7 PC40 Control
 M081-7 Interface - Communications Network, MODBUS RTU Module G009-7 Transfer Switch
 Warranty - 1 Year Comprehensive

Automatic Transfer Switch:

OTECSED, OTEC Service Entrance Transfer Switch-Electronic Control: 800A/1000A
 OTECSE800, Service Entrance Transfer Switch, PowerCommand, 800 Amp Listing - UL 1008
 Cabinet - Type 3R
 Poles - 3 (Solid Neutral) Frequency - 60 Hz
 System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC

Notes:

Current Production Lead Times after receipt of approval: 32 weeks
 Unloading, installation, and all wiring is included.
 Initial diesel fuel fill up is not included and will be the responsibility of others.
 Warranty: Cummins 2-year warranty begins at the successful completion of startup and testing
 Startup & Training included.
 1 hour load banking included.
 Cummins standard startup and the specific testing listed above only. No other testing included.
 Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
 Generator Maintenance Agreement is not included.
 Sales tax included.

Sub Total	\$67,421.74
Tax	\$3626.22
Total	\$71,047.96

946 Jefferson St
 Whiteville NC 28472

910-234-8652
 pridgepower.com

Agenda Item #14: ATTORNEY’S OFFICE – APPROVAL of the RESOLUTION AUTHORIZING EXECUTION of KROGER OPIOID SETTLEMENT and the SECOND SUPPLEMENTAL AGREEMENT for ADDITIONAL FUNDS:

County Attorney Amanda Prince requested approval of the resolution authorizing execution of Kroger and approval of the second supplemental agreement for additional funds.

MOTION:

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

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

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

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

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

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

Agenda Item #16: SHERIFF'S OFFICE – APPROVAL to ACCEPT the BEST FRIENDS ANIMAL SOCIETY GRANT, the BUDGET AMENDMENT ASSOCIATED, and to USE FUNDS for VACCINATIONS:

Sheriff William Rogers requested approval to accept the Best Friends Animal Society Grant in the amount of \$12,000, the budget amendment associated and to use those funds for vaccinations at Animal Protective Services.

MOTION:

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



Atlanta • Kanab • Los Angeles • New York City • Salt Lake City

BEST FRIENDS ANIMAL SOCIETY

GRANT AGREEMENT

Best Friends Animals Society (“BFAS”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs in our commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the scope of the program below. The funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient's [IRS FORM W9](#).

This grant agreement (“Agreement”) will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both parties (the “Effective Date”).

Grant Agreement Reference:

Recipient Organization Business Name: County of Columbus

EIN: 56-6000289

Name of Project: Columbus County Vaccination and Community Support Amount: \$12,000.00

The term of this Agreement, unless terminated pursuant to Section 8 below will be from the Effective Date through Grant Project Deadline (the “Grant Period”). 06/30/2025

Recipient acknowledges that BFAS and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

Grant will be provided in One-time payment(s) with Best Friends' obligation to disburse funds conditional upon receipt of Recipient's IRS Form W-9.

Section 1. Use of Grant Fund.

Recipient agrees to use the Grant for the program or project as described below and for no other purposes. All grant funds must be spent by: 06/30/2025

Recipient agrees that funding provided is to achieve:

- \$10,000 for improving and increasing vaccination protocol, \$1,000 for implementation of Petcademy, \$1,000 for Pethub.

- **Section 2. Grantee Requirements and Reports**

- Recipient agrees to provide Quarterly grant reports using forms provided by Best Friends that outline the use of the Grant funds.
- Report should include number of animals vaccinated, number of pets helped through Petcademy, and number of Pethub tags distributed.
- Register and submit MONTHLY DATA REPORTING INTO SHELTER PET DATA ALLIANCE (SPDA) website by the 15th of the month through December 31, 2025.
- With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.

- **Section 3. Grant Branding Terms and Promotion**

Recipient shall cooperate with Best Friends regarding the promotion of the Grant. Both Parties may issue reports or statements to its members, the media, and the public about the Grant. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Grant through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

- **Section 4. Photo, Video, Digital and Audio Release**

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the Grant Period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

- **Section 5. Non-Disparagement**

During the term of this agreement and for a period of one year, Recipient agrees to take reasonable commercial measures to ensure that its representatives and official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

- **Standard Terms and Agreement**

Section 6. Grant Recipient Representations and Warranties Recipient represents and warrants as follows during the Term of this Agreement:

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

- **Section 7. Grant Restrictions**

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

- **Section 8. Termination**

Recipient may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:

- (i) By its actions or statements, Best Friends materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) Best Friends files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.

- **Section 9. Intellectual Property License**

For the Term of this Agreement, Recipient grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Grant. Other than the forgoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

- **Section 10. Release**

To the full extent permitted by law, the Grant Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and its receipt of service. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, representatives, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant. The Recipient releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Grant. The Recipient understands this agreement discharges Releasees from any liability to the Recipients with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct, or indirect, known or unknown, that may result as a result of the Recipient's work, participation and activities related to this Grant.

- **Section 11. Indemnity Agreement**

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Project or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

- **Section 12. No Third-Party Beneficiaries**

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

- **Section 13. Survival of Terms**

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one year following the disbursement of funds from BFAS to Recipient.

- **Section 14. Other Terms**

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party

has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

Agenda Item #17: SHERIFF’S OFFICE – APPROVAL of the REDUCTION of ACCRUED TIME and ADOPTION of ORDINANCE REGULATING COMPENSATORY, HOLIDAY, and ADMINISTRATIVE TIME for SHERIFF’S OFFICE and the BUDGET AMENDMENT ASSOCIATED:

Sheriff William Rogers requested approval to reduce accrued time and will present updated regulations to compensatory, holiday, and administrative time. Also, the budget amendment associated with OPTION #2

MOTION:

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

Option 2

Total Payout as of 06/06/2024 (Revision 2)
Comp Time over 170, All Holiday and Admin Time

DEPARTMENT	PAYOUT TOTALS
SHERIFF'S DEPT.	\$ 187,516.98
DETENTION	\$ 194,635.04
APS	\$ 6,702.59
GRAND TOTAL	388,854.61

Columbus County Sheriffs Office Policy Manual

ISSUE DATE: 7/21/2023	EFFECTIVE DATE: 7/1/2024	REVISION DATE: 6/20/2024	Rescinds:
POLICY & TITLE: 1032 Personnel Benefit Programs		RESPONSIBLE AUTHORITY: Sheriff William A. Rogers	
REFERENCE: CALEA 22.1.2 (a-f); CALEA 22.1.3 (a-d); CALEA 22.1.9 (a-g); CALEA 22.2.2			

1032.1 PURPOSE AND SCOPE

This policy provides general guidance regarding the use and processing of various benefit programs offered to eligible members. Members are encouraged to contact the Columbus County Sheriff’s Office (CCSO) Human Resources (HR) for clarification and or additional details regarding these benefit programs.

1032.2 POLICY

It is the policy of the Columbus County Sheriff’s Office to provide, through the Columbus County Government, policies eligible members with benefit programs related to a leave of absence, retirement, health insurance, disability, death, and liability benefits. In the event this policy differs from that of Columbus County Government, Columbus County Government Policy will take precedence. (CALEA 22.1.3)

ARTICLE III 1032.3 DEFINITIONS

- a. FMLA — Family and Medical Leave Act of 1993.
- b. FMLA Eligible Employee — An Employee who has at least twelve (12) months of service with Columbus County and who has worked for the County at least 1250 hours during the past twelve (12) months.

- c. Serious Health Condition — An incapacitating condition or treatment involving in-patient care or continuing treatment by a health care provider that prevents the employee from performing his/her job. Short term conditions (less than three (3) days) such as cold, flu, etc., for which treatment and recovery are very brief are not included.
- d. Certificate of Health Care Provider Certification by a physician or practitioner that provides information to the employer concerning the employee's condition and prognosis, including any work related limitations and the duration of limitations.
- e. Fitness for Duty Certification from a physician or practitioner stating the employee is fit for duty.
- f. Paid Leave Accrued employee leave, to include sick leave, holiday leave, and annual leave.
- g. Unpaid Leave — Leave in which the employee receives no pay.
- h. FMLA Notice of Eligibility — Form provided to the employee by CCSO HR that explains the employee's eligibility for FMLA and employee responsibilities associated with the Family and Medical Leave Act.
- 1. Designation Notice — Form provided to the employee by CCSO HR that notifies the employee of approval or denial of their request for FMLA, employee obligations, and explains the amount of leave that will be counted against the employee's FMLA leave entitlement, if any.
- j. Payroll Service Report — Posting of employee's hours, including FMLA hours, as indicated by timesheets.
- k. CCSO Leave Forms:
 - 1. Columbus County Employee Request for FMLA
 - 2. U.S. Department of Labor Certification of Health Care Provider Form WH-380

1032.4 FAMILY & MEDICAL LEAVE ACT (FMLA)

A. Reasons for using FMLA

The Family and Medical Leave Act of 1993 requires covered employers to provide up to twelve (12) weeks of unpaid job-protected leave to eligible employees for certain family and medical reasons. Eligible employees may take family and medical leave for the following reasons:

- 1. To care for the employee's child after birth or placement of a child with an employee for adoption or foster care.
- 2. To care for the employee's spouse, son, daughter, or parent, who has a serious health condition.
- 3. A serious health condition that makes the employee unable to perform the employee's job. Regulation 29.CFR.825.114(e) defines a serious health condition as an illness, injury, impairment, physical condition or mental condition that involves at least one of the following:
 - a. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility.
 - b. Any period of incapacity requiring absence from work, school, or other regular daily activity of more than three (3) calendar days that also involves continuing treatment by or the supervision of a health care provider.
 - c. Continuing treatment or supervision by a health care provider for a chronic health condition that is so serious that, if not treated, it would likely result in a period of incapacity of more than three (3) calendar days.
 - d. Any period of incapacity or while being treated due to a chronic serious health condition.
 - e. Any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective.
 - f. Prenatal care/pregnancy.
 - g. Armed Forces duty or recovering from injury or illness suffered while on active duty (Refer to Military Leave/Deployment of this policy).

B. Advance Leave Notice and Medical Certification

- 1. All FMLA requests will be handled through the Columbus County Human Resources Department. Eligible employees are required to provide thirty (30) days written advance leave notice to their supervision or section head when the need for leave is foreseeable. If unable to give thirty (30) days notice, the employee is required to provide notice as soon as possible. Medical certification by the attending physician shall accompany the FMLA leave request to ensure a record of family and medical leave is properly documented and maintained. The employee, supervisors, or section heads are required to notify CCSO I-IR as soon as the advance leave notice is received. A copy of the written notice shall also be forwarded to the Division Commander.
- 2. Once CCSO HR receives the initial completed medical certification, it shall be reviewed to ensure the request meets the criteria for FMLA. If the medical certification is vague or unclear, CCSO HR may contact the health care provider for clarification. If the health care provider needs specifications regarding the employee's work position, a copy of the job description may be obtained from CCSO HR and forwarded to the health care provider by the employee.

3. The employee may be required to provide Medical Recertification at the request of CCSO HR and in conjunction with federal FMLA guidelines.
4. Employees are required to provide a fitness for duty certification to CCSO HR prior to returning to work if the leave involved a serious health condition of the employee.

1032.5 CATEGORIES OF LEAVE

a. FMLA (CALEA 22.1.2e)

1. Eligible employees may take up to twelve (12) weeks of family and medical leave in any twelve (12) month period from the date of approval. This provision is based on a pay period basis, which includes twelve (12) consecutive pay periods.
2. Employees who qualify for FMLA are required to exhaust any excess time in the following order: accrued compensatory time, holiday leave, administration leave, sick leave and accrued vacation consistent with current county policy prior to using any unpaid leave in that order. All leave (paid or unpaid) reported for FMLA reasons shall be counted toward the employee's annual FMLA leave allotment.
3. Intermittent leave may be taken for a serious health condition which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks.
4. Employees out on FMLA (for reasons other than their own illness or injury) may request permission to participate in extra-duty activities. An employee shall submit such a request in writing and in advance of the extra-duty activity in question. The request shall be approved by the appropriate division commander.

b. Annual Leave (CALEA 22.1.2d)

1. An employee request for annual leave shall be submitted in advance through the employee's immediate supervisor. Such leave shall be approved in accordance with the personnel needs of the agency.
2. All accrued annual leave over 240 hours shall be automatically converted and added to an individual's sick leave on January 1.
3. An employee's annual leave shall be taken in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office.

c. Sick Leave (CALEA 22.1.2c)

An employee's sick leave shall be taken in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office.

d. Holiday Leave (CALLA 22.12b)

An employee's holiday leave shall be taken in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office. Employees who are required to work on a holiday shall be given equal time off at the convenience of the Columbus County Sheriff's Office. Employees who are off will only accrue 8 hours. Eligible holiday hours may be taken up to 30 days before or after the holiday. Future holidays cannot be taken more than 30 days in advance of the actual holiday. Members who work 10 hour shifts and off on a holiday, not to include regularly scheduled days off, shall use 8 hours of holiday leave and 2 hours of approved leave. Supervisors shall ensure that a sufficient number of members are scheduled to work on State observed holidays to ensure the goals and missions of the Columbus County Sheriff's Office are accomplished. No employee is to accrue more than 10 holidays (100 hrs) in a 12-month period. If an employee has not taken this within the calendar year, then any accrued holiday time will roll over into vacation time. It is the responsibility of the supervisors to ensure that the employee be given sufficient opportunity to use their time within reason.

e. Administrative Leave (CALEA 22.1.2a)

Depending on the totality of the circumstances, an employee may be placed on administrative leave by the Sheriff with pay or administrative leave without pay for the duration of an internal investigation or agency review. An employee may also be placed on administrative leave authorized by the Sheriff without pay as a result of imposed disciplinary sanctions. Administrative time otherwise can only be accrued by civilian staff and not by sworn personnel. Supervisors will make sure that civilian staff have an opportunity to use this time within the current pay cycle or the next pay cycle.

f. Leave without Pay

An employee's leave without pay may be granted in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office.

g. Military Leave/Deployment (CALEA 22.1.2f and 22.1.9)

1. Employees who are members of the armed services may be granted a leave of absence without pay to perform military duty and shall be treated in accordance with applicable state and federal laws and regulations, including, but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

In such circumstances, employees also have the option of using accrued annual leave instead of leave without pay for the duration of such military time. The employee shall provide the Columbus County Sheriffs Office Human Resources Director with copies of military orders requiring military service as soon as possible.

2. The National Defense Authorization Act of 2008 includes a provision to provide up to twelve (12) weeks of FMLA leave due to a spouse, son, daughter, or parent being on active duty or receiving notification of an impending call or order to active duty in the Armed Forces. Leave may be used for any "qualifying exigency" arising out of a service member's current tour of active duty or because the service member is notified of an impending call to duty in support of a contingency operation.
3. FMLA provides a provision of up to twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for a spouse, son, daughter, parent, or nearest blood relative caring for a recovering service member. A recovering service member is defined as a member of the Armed Forces who suffered an injury or illness while on active duty that may render the person unable to perform the duties of the member's office grade, rank, or rating.
4. Staff members who are activated for deployment more than one hundred eighty (180) days shall notify the Columbus County Sheriffs Office Human Resources Director and provide copies of all necessary paperwork as soon as possible. The Columbus County Sheriffs Office Human Resources Director shall serve as the CCSO point of contact for the staff member, including providing instructions for maintaining communications throughout the entirety of the deployment process (CALEA 22.1.9abg). Prior to deployment, the staff member's supervisor and the Logistics Section shall assist the staff member in ensuring that all agency issued equipment is returned to the appropriate issuing authority (CALEA 22.1.9d). Both prior to and upon return from deployment, the staff member shall participate in an interview with the Sheriff or his designee (CALEA 22.1.9ce). Upon return from deployment, the appropriate Division Commander shall conduct an in-processing interview and assign the staff member to modified re-integration training with an FTO as applicable. Before returning to active-duty assignment, the staff member shall again qualify with his/her agency issued firearms. The Training Section shall evaluate on a case-by-case basis the mandated training to be completed by a staff member upon return from deployment and shall work with the staff member's supervisor to create a plan for assisting with completing missed training in a timely manner (CALEA 22.1.9f).
5. Additional provisions may be granted in accordance with the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office.

h. Parental School Leave

An employee's Parental School Leave shall be taken in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office. An employee can use 4 hours per of unpaid leave to attend their child's school. Approval must be obtained in advance from the employee's supervisor.

i. Civil Leave

If called for jury duty or as a witness for the federal or state government, the employee is entitled to report and serve without any charge to their accrued leave.

j. Compensatory Leave

An employee's compensatory leave shall be taken in accordance with the provisions of the Columbus County Sheriff's Office. Supervisors must ensure that compensatory time earned by employees under his/her command is justified and that the opportunity to use the compensatory time within a six-month period is given to the employee as soon as practical. The Narcotic and Criminal Investigative Divisions may take longer periods of time due to their job nature, but all efforts will be made to use their compensatory time at first available opportunities not to exceed one year. All employees will use their compensatory time as soon as possible as staffing demands allow but try to maintain no more than 170 hours of compensatory time per calendar year.

k. Shared Leave Program

The Columbus County Shared Leave Policy provides an opportunity for County employees to assist one another in times of need when an employee may have to be absent from work for a prolonged period of time resulting in loss of income due to a lack of accumulated leave. This policy, therefore, allows any full-time County employee to donate a specified number of hours from their accrued leave to help another employee who has exhausted all

forms of his or her accumulated leave. Employees may donate leave or apply to receive leave in accordance with the Personnel Policy.

1. Bereavement Leave

An employee's bereavement leave of (3 days) for death in their immediate family in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office.

1032.6 TIMESHEETS

The employee or their supervisor shall notate FMLA hours taken on the original timesheet (if used) and/or the FMLA Leave Record. Your Direct Command Staff are responsible for ensuring timesheets are submitted each payroll period for the duration of the employee's FMLA leave period.

Employees needing modifications to timesheets following submission shall immediately notify their command staff who in turn shall either make the correction or e-mail notification to CCSO HR requesting that modifications be made to the employee's timesheet. Command Staff shall make notification to CCSO HR no later than the time for supervisory approval of timesheets.

1032.6.1 OTHER FORMS OF TIME

1. Unauthorized Work: Hours worked by members without permission from the Supervisor, Department Head, or authorized managerial representative shall not be considered time worked. Members who are guilty of unauthorized work are subject to any adverse actions as addressed in the Columbus County Personnel Policy.
2. Travel time: Members shall be credited for all time spent traveling while in furtherance of their service to the County, not including travel to and from work.

1032.7 SICK LEAVE

Sick leave is intended to be used for qualified absences.

Sick leave may not be taken in advance of being earned. Leave must be accumulated before taken.

Sick leave is not considered vacation. Abuse of sick leave may result in discipline, denial of sick leave benefits, or both.

Members on sick leave shall not engage in other employment or self-employment or participate in any sport, hobby, recreational or other activity that may impede recovery from the injury or illness.

Qualified appointments should be scheduled during a member's non-working hours when it is reasonable to do so.

Upon separation, a member will not be paid for unused sick leave.

1032.7.1 NOTIFICATIONS

All employees should notify the appropriate supervisor as soon as they are aware that they will not be able to report to work no less than one hour before the start of their scheduled shifts. If, due to an emergency, a member is unable to contact the supervisor, every effort should be made to have a representative for the member contact the supervisor.

When the necessity to be absent from work is foreseeable, such as planned medical appointments or treatments, the member shall, whenever possible and practicable, provide the Office with no less than 30-days' notice of the impending absence.

Upon return to work, members are responsible for ensuring their time off was appropriately accounted for, and for completing and submitting the required documentation describing the type of time off used and the specific amount of time taken.

1032.7.2 QUALIFYING USES FOR SICK LEAVE

1. Any absence that is approved as a qualifying event under the Family and Medical Leave Act ("FMLA")
2. Members sickness or bodily injury
3. Exposure to or infection with a contagious disease.
4. Required physical, dental, or mental examination or treatment.
5. An illness or medical appointment of a member's spouse, child, parent, parent-in-law, or grand-parents that requires the presence of the members.
6. Such Leave as death in the employee's immediate family may not exceed three (3) days for any one occurrence, except by permission.

1032.8 EXTENDED ABSENCE

Members absent from duty for more than three consecutive days may be required to furnish a statement from a health care provider supporting the need to be absent and/or the ability to return to work. Members on an extended absence shall, if possible, contact their supervisor at specified intervals to provide an update on their absence and expected date of return.

Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of three or fewer days.

1032.9 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include, but are not limited to:

1. Monitoring and regularly reviewing the attendance of those under their supervision to ensure that the use of sick leave and absences is consistent with this policy.
2. Attempting to determine whether an absence of four or more days may qualify as family medical leave and consulting with legal counsel or the Human Resources Department as appropriate.
3. Addressing absences and sick leave use in the member's performance evaluation when excessive or unusual use has:
 - a. Negatively affected the member's performance or ability to complete assigned duties.
 - b. Negatively affected office operations.
4. When appropriate, counseling members regarding excessive absences and/or inappropriate use of sick leave.
5. Referring eligible members to an available member's assistance program when appropriate.

1032.10 BENEFIT PROGRAMS

1032.10.1 RETIREMENT

An eligible member's retirement benefit shall be in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office.

Deputies are granted additional provisions found in the Columbus County Personnel Policy and the Purchasing and Award of Service Weapon Upon Retirement Policy. (CALEA 22.1.3a)

1032.10.2 HEALTH INSURANCE

An eligible member's health insurance benefit shall be in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office. (CALEA 22.1.3b)

1032.10.3 DEATH AND DISMEMBERMENT

An eligible member's death and dismemberment benefit shall be in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office. (CALEA

22.1.3c)

1032.10.4 LIABILITY PROTECTION

The Sheriff, by general statute 162 Article 1, shall furnish a bond payable to the State of North Carolina for the due execution and return of process, the payment of fees and moneys collected, and the faithful execution of his office as sheriff. The amount of the bond shall be determined by the board of county commissioners but shall not exceed twenty-five thousand dollars (\$25,000).

Additionally, deputies are provided a liability insurance policy furnished by the County of Columbus to protect them from liability arising from acts or omissions leading to personal injury, death, or property destruction that, in turn, could lead to legal civil action against them.

1032.10.5 EMPLOYEE EDUCATION

An eligible member's educational leave benefit shall be in accordance with the provisions of the Columbus County Personnel Policy and the requirements of the Columbus County Sheriff's Office. (CALEA 22.1.3d)

1032.10.6 WELLNESS PROGRAM

The purpose of this policy is to inform office employees about the department's fitness program. The program has been designed to provide reasonable assurance that each sworn employee can perform the essential physical functions of the job of a deputy, regardless of the rank or position or assignment held by the member. All employees of the Office are encouraged to maintain a healthy diet and exercise regularly. (CALEA 22.2.2)

The key to good health and fitness lies in lifestyle. There is not a great deal that others can do to improve a member's level of health and fitness. Each member has an individual responsibility to maintain a level of fitness that permits him/her to carry out job responsibilities and safely handle any situation that may arise. More importantly, members have a responsibility to their families when it comes to day-to-day safety and longevity.

The acceptance of this responsibility involves a commitment from each member. Unfortunately, good health and fitness does not "just happen"; therefore, personal goals must be established, and effort must be put forth to achieve them. A fitness plan, which includes goals in the areas of nutrition, exercise, and weight control, will pay great dividends if carried out.

This policy is designed to assist and support officers in establishing and carrying out a health and fitness plan. The positive results will benefit the Office and the citizens of Columbus County by ensuring a physically fit and well-trained force that is ready to safely respond to any situation. Each member will benefit from the additional officer-safety factor that is present when one is physically fit. In addition, officers will be better able to perform day-to-day duties with a reduction of stress. Families of members will benefit from a continued level of health and fitness, which should contribute to a more positive and productive lifestyle, as well as a longer life.

All office employees are encouraged to participate in the County of Columbus Employee Wellness Program. Employees are encouraged to contact the Columbus County Government Human Resources Department for additional information about the program.

The Columbus County Health Department is responsible for developing and implementing health and fitness education and training to assist employees in their efforts to improve their overall health and achieve individual fitness goals.

The Columbus County Administration Office provides a fitness area with equipment that may be used by members at their discretion. Members are encouraged to use this area to facilitate their personal wellness program.

Agenda Item #18: EMERGENCY SERVICES – APPROVAL to FILL TWO FULL TIME POSITIONS for 911 CENTER:

Emergency Services Director David Ransom requested approval to fill two full time Telecommunicator positions in order to meet the requirements of three staff members per shift. Emergency Services currently has 27 approved positions, 19 are allotted to the 911 center, and 6 are frozen. Because the minimum requirements are 3 employees per shift, the county has spent \$175,000 in overtime for those who are covering the vacancy. When fully staffed, Overtime amounts should not exceed \$59,000. These employees are working up to 8 12-hour shifts straight and is causing stressed, overworked, and burned out staff.

MOTION:

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

Agenda Item #19: EMERGENCY SERVICES – APPROVAL of the MEMORANDUM of AGREEMENTS (MOA) for MUTUAL AID BETWEEN COLUMBUS COUNTY and BLADEN COUNTY, TOWN of TABOR CITY, and the TOWN of CHADBOURN:

Emergency Services David Ransom requested approval of the Memorandum of Agreements (MOA) for Mutual Aid between Columbus County and Bladen County, Town of Tabor City, and the Town of Chadbourne. These are required to be reviewed and signed annually.

MOTION:

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

*****ALL SIGNED MUTUAL AID MOU'S are HOUSED IN THE CLERK'S OFFICE*****

Agenda Item #20: DSS – MONTHLY REPORT:

DSS Interim Director Dwella Hall will give the monthly update for June, 2024.

Monthly Administrative Update

For June, 2024

July 15th, 2024 Meeting

On June 4th, I attended shelter training at the EOC, hosted by Ms. Teresa Smith. The training was very informative as we are preparing for possible hurricane weather. During the training, I was informed that the responsibility of coordinating the opening of shelters is the duty of the DSS Director. Red Cross will come in to assist after 72 hours. Some of the duties will include:

- **Organizing and coordinating staff to cover all the shelters**
- **Coordinate emergency shelter opening with the Superintendent of Columbus County Schools and Whiteville City Schools.**
- **Coordinate with the Health Director concerning needs for the medically fragile population**

June 5th, I attended a breakfast meeting at Southeastern Community College along with my Personnel Technician to have a meet and greet with various local agencies to identify and address recruitment and retention challenges faced by local employers. It was determined that this meeting was a success; therefore, we will continue to have regular meetings.

Also, I attended the monthly JCPC meeting. I continue to serve on this board and support their efforts in guiding delinquent juveniles.

On June 6th, I brought in Mrs. Vickie Sasser with Catholic Charities to do a presentation with the Child Welfare staff to update them on the various services they offer to aide in helping our families we serve. Among other services, they offer affordable housing, food & nutrition and disaster relief. The staff felt this was great resources they can utilize to help the families we sever.

On June 14th, the CQI specialist was on site and reviewed the Food and Nutrition Services (FNS) Quality Control Report and Work First Compliance Monitoring Report. In addition, this month the Regional Child Welfare Consultant was on site and reviewed agency data and policy updates.

On June 27th, I participated in the County's Health & Wellnesses Fair. Overall, we had numerous vendors to attend and provide resourceful information to our employees. Upon returning to the Department, I received positive feedback from my staff. Some reported they wanted me to express their appreciation to the committee and County Officials for allowing such a great event for the employees.

Our local Medicaid audit is completed. I was informed that we received 100% accuracy on cases that were reviewed. I am extremely proud of the staff for their hard work and diligent efforts to have such a successful outcome.

If you have any questions, I will be happy to address them.

Respectfully Submitted,

Dwella M. Hall

Interim Director

June 2024
Human Services

Adult Services (APS)

APS Reports Accepted: 11
County Wards: 25
Number of Payee Cases: 11
Adults Served APS: 4

Children's Protective Services (CPS)

Reports Accepted: 14
Reports Screened out: 21
Families Receiving In-Home Services: 28

Children Served: 67
 Contacts with Families Monthly: 323
 Assessments: 9

Foster Care

Foster Children in Foster Homes: 73
 Children Placed Outside County: 39
 Agency Adoptions: 1
 Pending Adoptions: 9
 Total Foster Homes Licensed: 8
 Total Children in Foster Care: 82

Work First Employment (TANF)

Applications Taken: 17
 Applications Approved: 2
 Individuals Receiving Benefits: 134
 Entered Employments: 1
 Number in Non-Paid Work Experience: 0

June 2024
Human Services (continued)

Program Integrity

Collections for Fraud: \$9,114.43
 New Referrals: 6
 Cases Established: 0

Day Care

Children Receiving Day Care Assistance: Not Available
 Children on the Waiting List: 0
 Amount Spent on Day Care Services: \$ Not Available

June 2024
Economic Services

Food & Nutrition

Applications Taken: 187
 Applications Approved: 181
 Active Cases: 5,899
 Benefits Issued: \$1,933,764.00
 Participants Served: 11,659

Adult Medicaid

Applications Taken: 79
 Redeterminations: 207
 Applications Processed: 209
 Total Medicaid Cases: 15,588
 Total Individuals Receiving: 20,613

Medicaid Transportation (NEMT)

Number of Medicaid Transportation Trips: 1,545
 Amount Requested for Reimbursement: \$44,823.94

Family & Children’s Medicaid

Applications Taken: 224
 Applications Processed: 406
 Redeterminations: 495

Child Support

Absent Parents Located: 41
 Orders Enforced: 1,101
 Active Cases: 3,307
 Collections: \$411,160

Agenda Item #20: FINANCE – APPROVAL of FY 23/24 PAY REQUESTS and FY 24/25 BUDGET AMENDMENT and PRJECT ORDINANCE:

Finance Director Lacie Jacobs is requesting approval of the following FY 23/24 pay requests without PO’s:

- a. Health Department – Security Bill
- b. Sheriff’s Office – Veterinary Bill
- c. Solid Waste – Grass Cutting Bill

FY 24/25 budget amendment and project ordinance:

- d. EDC – NCSE Project Ordinance
- e. Article 44 to SCC – Budget Amendment

MOTION:

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

Invoices presented to the Finance office for payment without a 2024 purchase order to cover to cost.				
This list is as of July 10, 2024. We plan on presenting additional invoices during the August 5, 2024 meeting if necessary.				
Department	Vendor	Reference	Amount of Invoice	Uncovered Cost
Health	Security Solutions of America	6/17/24-6/23/24 Security Services	\$ 930.00	\$ 930.00
Solid Waste	Rufus Young Construction	Convenient Site Mowing for April, May and June (Blanket PO with \$1,467.50 usable balance)	\$ 6,615.00	\$ 5,147.50
Animal Protective Services	Pineview Veterinary Hopsital	Services Received on 6/11, 6/26 & 6/28	\$ 851.76	\$ 851.76
			Total	\$ 8,396.76 \$ 6,929.26

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 NCSE Grant Capital Project Fund as of July 15, 2024 pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

	Current Revenue	Changes	Proposed Revenue
15-3449-432330 – Grant Fund	\$262,000	\$0	\$262,000
15-3449-437000 – Local Match	\$49,500	\$0	\$49,500
Total:			\$311,500

	Current Appropriations	Changes	Proposed Appropriations
15-4415-524001 – Construction	\$152,200	\$0	\$1,332,193
15-4415-549956 – Contingency	\$25,150	\$-10,000	\$15,150
15-4415-519905 – Engineering Costs	\$74,150	\$-8,000	\$66,150
15-4415-51910 – Legal Services	\$60,000	\$18,000	\$78,000
Total:			\$311,500

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 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. Copies of the Project Ordinance shall be made available to the Budget Officer, the Project Manager, and the Finance Officer for direction in carrying out this project.

This Project shall become effective on July 15, 2024.
 ADOPTED, this 15th day of July, 2024

Agenda Item #24: COMMENTS:**A. BOARD OF COMMISSIONERS****Commissioner Feathersen commented:**

- Thank you Chairman, I have very little tonight I just want to say thank God for the rain it's cooling things down some yes ma'am and um providing the much needed moisture that our earth needs, I also ask, that we all pray for peace in our country that's the only thing that I have tonight.

Commissioner Floyd commented:

- I agree with that also like to congratulate the uh believe it's the Dixie Majors from Whiteville on their state championships I'm proud of them.

Commissioner Smith commented:

- I'd like to say first of all y'all Beware of the heat you know don't get too hot but, I want to say one thing, I personally appreciate all our department heads and nobody knows what y'all go through, any of you, but I praise all of you for the job you're doing, I rest.

Commissioner Byrd commented:

- To start with I'd like to thank everyone of you for coming to get involved in County Government so you'll know how it works and a lot of fundamentals that goes along with it.
- Mr. Madden I've been working for years on a road the Loop Road in Bolton and I met with some folks this week and we met with them last year, or year before last, and they were a planning to do part of the road and not because it can't get the right away right at the end where it comes into blacksmith Road and um we've been working on it. Mr. Clark has been very familiar with it for years but, I was just wondering, after that meeting, I thought they were going to take it all the way around to a certain point to the where they couldn't get the right away. I was speaking with some folks there and they haven't seen anything going on and neither have I, so, I was just wondering maybe we could write Mr. Clark a letter or just if you would pick up the phone and call him and let him know what the status is.

Mr. Madden responded: I will inquire yes sir please follow up on that I will and um maybe we can get something done with that .

- Mr. chairman I'll rest at this time. I also feel like the nation has got to come together the violence has got to stop you know we've got to heal we've got to heal thank you

Mr. Madden asked; just for clarification that was Loop Road Loop Road Loop Road thank you he he's very familiar with it he's met me there five or six times in the yes sir understood

Commissioner Coleman commented:

- A couple of things on number one I'd like to thank folks for showing out and supporting us and again the county managers and our County Employees they go through a lot and a lot of times they're unappreciated for what they do and what they go through, but I want to thank them for what they do and encourage them to please stay and keep going.
- We do need peace in the nation, we need peace in the county, and we need peace in the state. We reclaim to be Christians and we claim to be this that and the other. It's time to stop claiming and start showing people what we are and what we stand for.
- Mr. Madden, if you would uh this the drought in our area, especially in Columbus County, I think Pender County and Brunswick County or Bladen county has got a petition to get some relief from the federal and state government. I was wondering if you could check on it and see if you could get some of the farmers in Columbus County in on it, because this is the first real wetness we've had in a while. If you ride through the county, you can see devastating effect the heat can have on our crops.

Mr. Madden commented:

- Yes sir I'm happy to draft a letter

Chairman Ricky Bullard commented:

- Mr. Coleman uh to our state and federal delegation requesting a declaration for Columbus County as a natural disaster. They have us in a severe drought and it has been bad, it's really tough out there. Some areas have had more water than other areas, but, all in all Columbus County is really hurting. We don't have to vote on it, but all the board is in favor of the letter, so, you got full board support. We will reach out to joining counties. Robinson county is also affected.

- I have about said everything I wanted to say but I will say back to the country and the county everybody got a Spoke tonight some disagree with other ones but everybody has the right to speak and everybody got alone and we may disagree but at the end of the day let's Street let Street people the way you want treat and if you disagree you disagree but other than that like I said earlier pray for this country County State everything and continue I hope we get some rain we still need it we do
- I'd like to thank each person that came out tonight expressing their concerns on the Bolton school or the housing developments that are taking place they're all important issues that will affect someone's life for many years and I don't think just always remember these things in your prayers.
- Mr. Justin Smith maybe you can help us with this and news reporter coming up because we have a invitation about touring our newly remodeled historic courthouse and it's turned out beautiful and you are invite cordially invited to attend a ribbon cutting ceremony and plaque dedication for the newly renovated Columbus County Historic Courthouse at Courthouse Square here in Whiteville, Friday August the 2nd 2024 at 10 o'clock a.m. and that Friday we'll also keep the doors open after the ribbon cutting that begins at 10 o'clock and from 11 o'clock to 5 o'clock for the citizens of Columbus County whoever wants to come to it and may be some out of the county would come join us. August the 4th and the doors will remain open again from 3:00 to 6 o'clock open to the public so that everyone will have a chance to come to this beautiful facility that has been restored in our great County.

Mr. Madden, County Manager commented

- I appreciate the opportunity uh just a couple of updates I did speak with uh District engineer Ken Clark today they are planning to resurface around the courthouse beginning tomorrow evening weather permitting apparently the asphalt plan has been down for repairs uh but it is now back up and running and work will commence tomorrow evening
- The county has agreed to host the next intergovernmental meeting on September 6th to be held on the fourth floor we hope that you will plan to attend that reminders will be sent out in subsequent agenda packages and through our clerk's office.
- Mrs. Jacobs mentioned the audit that is underway this for FY 23 uh it should be wrapping up soon we fully expect the finance office and the audit firm to finish the audit this month and present it um in the next available at the next available meeting uh we've been made aware I've been asked not to disclose the full details but we've been made aware that this Wednesday a federal announcement of two grants will be made officially uh by our Congressman, excuse me, Mr. David Rouser. We have submitted those applications and the announcements will take place this coming Wednesday.
- I will be uh out of town next week uh for training for uh the position I've been U appointed to with the North Carolina Association of County Commissioners uh feel free to contact me anytime next week I will be working Ms. Edwards and Mr. West will be here in my absence uh and we will continue on um as normal thank you very much.

Chairman Bullard; okay thank you all hearts and minds are clear do we have a motion to adjourn.

Agenda Item #25: ADJOURNMENT:

MOTION:

At 7:36 P.M., Commissioner Watts made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

JANA NEALEY, Clerk to the Board

RICKY BULLARD, Chairman