

December 3, 2007

A regular meeting of the Bladen County Board of Commissioners was held on December 3, 2007 at 6:30 p.m. with the following members present:

Margaret Lewis-Moore
Billy Ray Pait
Lewis Tatum
Delilah B. Blanks
W.D. Neill, Jr.
James G. Smith
Larry Smith
Charles Ray Peterson

Arriving Late: Greg Taylor
Attorney: Allen Johnson, Johnson Law Firm

Chairperson Moore called the meeting to order. Commissioner W.D. Neill, Jr. provided the invocation and County Manager Greg Martin led the Pledge of Allegiance.

ITEM 1. CONSENT ITEMS:

Chairperson Moore requested that Item 6B-Consider Approving Modification to County EMS Plan be added to the proposed agenda.

A motion was made by James G. Smith, seconded by Billy Ray Pait and approved to add Item 6B to the proposed agenda and adopt the following Consent Items:

- A. Approve Minutes (November 19, 2007)**
- B. Approve Agenda**
- C. Approve the following Budget Amendments**

	Increase	Decrease
<u>Social Services</u>		
Exp: 146100.651	\$123.00	
<i>Energy Neighbor Fund</i>		
Rev: 143530.031	\$123.00	
<i>Energy Neighbor Fund</i>		
<u>EMS</u>		
Exp: 325300.741	\$24,595.00	
<i>Capital Outlay- Vehicles</i>		
Rev: 323360.009	\$24,595.00	
<i>Proceeds from First Citizens</i>		
<u>Health Department</u>		
Exp: 105970.331	\$905.95	
<i>Supplies- Indigent</i>		
Rev: 103190.050	\$905.95	
<i>FBA</i>		
<u>Cooperative Extension</u>		
Exp: 106805.029	\$4.26	
<i>Governor's One-on One</i>		
Rev: 103190.050	\$4.26	
<i>FBA</i>		

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Solid Waste

Exp: 205800.261 \$583.99
Keep Bladen Beautiful
Exp: 205805.575 \$3,709.22
Pesticide Container Grant
Rev: 203390.002 \$4,293.21
FBA

Solid Waste

Exp: 205805.740 \$27,000.00
Capital Outlay
Rev: 203390.002 \$27,000.00
FBA

Social Services

Exp: 146100.635 \$1,242.00
WF Demonstration Grant
Rev: 143550.040 \$1,242.00
WF Demonstration Grant

Health Department

Exp: 105960.331 \$12,048.00
Supplies- Incentives
Rev: 103530.080 \$12,048.00
DHHS- Health Promotions

Soil Conservation

Exp: 106400.020 \$1,158.08
Salaries & Wages
Exp: 106400.050 \$88.60
FICA
Exp: 106400.070 \$56.63
Retirement
Exp: 106400.740 \$14,838.16
Capital Outlay
Rev: 103190.050 \$16,141.47
FBA

- D. Approve County Attorney Invoices**
- E. Appoint Delane Jackson as Municipal Representative on BRAC Regional Task Force**
- F. Schedule Public Hearing for Monday, January 7, 2008 at 6:30 p.m. Regarding the FY 08-09 Community Transportation Program Grant Application and the Human Service Transportation Program**
- G. Approve 2008 Holiday Schedule**
- H. Approve Agreement Regarding Orthophoto Project**

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2007, by and between BOARD OF COMMISSIONERS OF Bladen County, NC hereinafter referred to as the "County", and Carolina Resource Mapping, whose office is at 3517 Wrightsville Avenue, Suite B, Wilmington, North Carolina 28403, hereinafter referred to as the "Consultant".

WITNESSETH THAT;

WHEREAS, the County agrees that this contract is based on a proposal from the Consultant to a seven county organization, hereinafter referred to as the "Organization", consisting of Brunswick County, NC, Bladen County, NC, Pender County, NC, Robeson County, NC, Cumberland County, NC, Harnett County, NC, and Sampson County, NC.

WHEREAS, the County agrees that this contract shall be deemed null and void if all seven counties making up the Organization do not sign and agree to their respective contracts based on the original proposal by the Consultant.

WHEREAS, the County desires to engage the Consultant to render certain professional services and deliver certain materials hereinafter described; and

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WHEREAS, the Consultant represents that it is qualified, willing and able to provide the professional services and deliver the requested materials to the County according to the County's specifications and the terms of this Agreement; it is therefore agreed and understood that;

I. SCOPE OF AGREEMENT

Based upon the Organization's Request for a proposal, and the Consultant's responding proposal submitted to the Organization on October 19, 2007 and later revised and re-submitted on November 6, 2007, it is the intention of both parties that this Agreement provide a Contract to cover a mapping project involving Digital Aerial Acquisition, Ground Control Paneling, Analytical Triangulation, Color Digital Orthophoto Production and Color IR Digital Orthophoto Production base mapping of Bladen County, North Carolina, to be conducted as described in the original RFP from the Organization and in other provisions herein. All project work will be accomplished in compliance with the project specifications as outlined in the latest revision of the NC Land Records Specifications, the regulations of the NC Board of Registration for Engineers and Surveyors, the Organization's RFP and the Consultant's Proposal.

<u>Type of Mapping</u>	<u>Scales</u>	<u>Quantities</u>
1. Digital Orthophoto Base Maps	1"=200'	1024

All digital mapping will be based upon North Carolina State Plane Coordinate System, NAD 1983(NSRS 2007).

The agreed upon price to be paid to the Consultant for the project shall be \$103,770.00

Work shall be completed by the Consultant in the following Phases:

A. Phase I.

This phase of the project comprises the planning and project management phase of the project. The Consultant will produce a project plan and meet with County representatives as necessary in order to initiate the project. Upon completion of the project plan, and initiation of the signed contract agreement, the Consultant will invoice the County 10% of the total contract amount, \$9,977.90, not before January 1, 2008.

B. Phase II.

This phase comprises paneling of ground control monuments within and around the mapping area as per the Consultant's discretion in order to best complete the project and meet the specified accuracy as defined in the Consultant's Technical Proposal. Approximately fifteen existing monuments are to be paneled. The Consultant will complete paneling by the end of January 2008. The fee for paneling is \$1,682.10.

C. Phase III.

This phase of the contract will comprise processing of North Carolina Floodplain Mapping Program LiDAR. The County will be responsible for acquiring this data from the State of North Carolina and delivering the data to the Consultant. The Consultant requests that the county acquire the 20' gridded LiDAR data. In order to avoid processing delays, the LiDAR data should be delivered to the Consultant no later than December 31, 2007. If the data is delivered after December 31, 2007, the delay in supplying said data will become an automatic extension of the completion date. NC Floodplain Mapping program LiDAR processing is to be completed by the end of February 2008 and shall be invoiced as 10% of Phase VI.

D. Phase IV.

This phase comprises Digital Aerial Imagery Acquisition to include Airborne GPS and IMU readings. The Consultant will utilize the Z/I DMC sensor for all aerial acquisition and all aerial imagery will be acquired so as to produce color and color infrared digital orthophotos with a 0.5' final pixel resolution. Digital Aerial Acquisition will be performed on suitable flight days with all acquisition completed prior to March 16, 2008. The Consultant shall have sole discretion to determine if a day has suitable conditions to acquire the digital aerial imagery. The Consultant will keep a daily log of weather, GPS conditions and other factors influencing the digital aerial acquisition during the allotted flying time. The Consultant will not be penalized if there are an insufficient number of suitable days in the allotted time period ending March 16, 2008 due to circumstances beyond the consultants control including, but not limited to, weather, unsuitable GPS conditions, atmospheric haze, smoke, fog, unsuitable space weather (affecting GPS systems), or other force majeure as defined in section II, part C of this document. If such a situation occurs, the Consultant will complete the digital aerial acquisition under the same contract specifications by March 16, 2009 and complete the subsequent project in a timely manner after that date. The Consultant will complete this phase for a total fee of \$41,710.50.

E. Phase V.

This phase of the contract will comprise Fully Analytical Aerial Triangulation (FAAT) of all raw digital imagery. The Consultant will deliver the results of this Triangulation process to the county in the form of a written report. The Consultant will complete this FAAT prior to the end of July 2008 for a total fee of \$6,817.50.

F. Phase VI.

This phase will comprise softcopy rectification of 1024 of 1"=200' color orthophoto images with 0.5' pixel resolution. The Consultant will deliver all orthophoto data to the county by the end of December 2008, with staged deliveries during a period of September 1, 2008 through December 31, 2008. All orthophoto data will be delivered as uncompressed TIF/tfw files. All orthophoto data will also be reprocessed by the Consultant as compressed MrSID files based upon a compression ratio as selected by the County from the Pilot project. The total fee for this phase is \$35,757.00.

G. Phase VII.

This phase will comprise softcopy rectification of 1024 1"=200' color infrared orthophoto images with 0.5' pixel resolution. The Consultant will deliver all orthophoto data to the county by the end of December 2008, with staged deliveries during a period of September 1, 2008 through December 31, 2008. All orthophoto data will be delivered as uncompressed TIF/tfw files. All orthophoto data will also be reprocessed by the Consultant as compressed MrSID files based upon a compression ratio as selected by the County from the Pilot project. The total fee for this phase is \$3,834.00.

H. Performance Bond

The Consultant will provide a 100% performance bond for this project. This bond will be invoiced when it is acquired for a fee of \$3,991.00.

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II. COMMENCEMENT AND PROSECUTION OF WORK

Work done by the Consultant will commence immediately upon receipt of authorization to proceed, and will be completed in full and with all "Deliverable Items" accepted by the County no later than the end of December 2008. It is expected that both parties will carry out their respective responsibilities as diligently and expeditiously as possible. However, in the event that unforeseen circumstances arise that may delay the timely completion of any part of the project, the following provisions will apply:

- A. If the County fails to supply the Consultant when requested with pertinent and necessary information or materials essential for the progress or completion of any part of the project, then the Consultant shall be permitted to effect a temporary suspension of work, and whatever time is lost as a result of the County's delay in supplying said information or materials will become an automatic extension of the completion date.
- B. Delays on the part of the Consultant, not specifically excused by force majeure, as defined below, may be excused and become an extension of the applicable completion date, if:
 - 1. The Consultant has submitted in writing and in advance of the applicable completion date, a request that certain delays of work be excused by the County, stating therein explicit reasons which would justify such delays; and
 - 2. The County responds in writing, granting to the Consultant approval for an extension to the applicable completion date for a specified time limit based upon the Consultant's request. Such approvals for extensions of time for completion dates will not be unreasonably withheld by the County. Significant delays not specifically excused by force majeure or in writing by the county may be grounds for termination of this contract.
- C. **Force Majeure:** The Consultant shall not be liable for loss or damage due to delay in delivery resulting from any cause beyond Consultant's reasonable control or due to compliance with any regulations, order, acts, instructions or priority requests of any Federal, State or Municipal Government or any department or agency thereof, civil or military authority, acts of God, acts or omissions of the County, fires, floods, unusually severe weather, strikes, blackouts, factory shutdowns, altercations, embargoes, wars, riots, delays or shortages in transportation. In the event of such delay, the County, upon written request of the Consultant, shall equitably adjust those contractual provisions, including price and delivery, as may be affected by such a delay.

III. PROJECT DELIVERABLES

The Consultant shall deliver the specific items as described in the original RFP.

IV. WARRANTY, LIABILITY, AND STANDARD OF CARE

The Consultant shall perform services for the County in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent Consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and the Consultant is promptly notified in writing prior to ninety (90) days after completion of such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by any proposals submitted pursuant to this Contract, by furnishing an oral report of the findings made or by any representations made regarding the services included in this Agreement.

In no event shall the Consultant be liable for any special, indirect, incidental or consequential loss or damages.

The total liability of the Consultant, whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement, shall not exceed the total amount of the Contract.

V. PAYMENTS TO CONSULTANT

- A. Payments of the agreed upon total cost for each phase of work will be made by the County to the Consultant as the work is completed and described herein.
- B. The Consultant may secure payment for a percentage or the full amount of monies allocated to tasks under each Phase by submitting to the County the following:
 - 1. All deliverable items or evidence of work-in-progress representing that percentage or the full amount of work for which the Consultant is claiming payment; and
 - 2. A dated invoice showing the amount of the claimed payment with a brief description of the work done for each separate amount being claimed. Invoices may be submitted on a monthly basis.
- C. The County will make prompt payments, within thirty days (30) of receipt of any invoice, to the Consultant following receipt of the items described in section V, parts A and B above, and subject to the following:
 - 1. Acceptance by the County as complete, satisfactory and meeting all applicable specifications--of all deliverable items, or evidence of work in progress, representing that percentage of the full amount required to substantiate the claimed payment.
 - 2. Ten percent (10%) of the total amount of each project phase will be withheld as retainage until all items within that phase are completed and formally accepted by the county as satisfactory and meeting all applicable specifications.
- D. The County shall pay within thirty (30) days all payment claims submitted by the Consultant, meeting all of the above requirements, and not formally disputed by the County. All payment claims not paid within thirty (30) days within the date of the invoice that are not disputed by the County shall incur interest at the rate of 1 ½ % per month on the unpaid balance. This is an annual interest rate of 18%. The County shall not use the disputation of one payment claim as a reason for disputing or not paying on time any other payment claim.

VI. WORK-IN-PROGRESS INSPECTIONS

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The Consultant shall cooperate fully with the County or the County's representatives in making possible work-in-progress inspections as frequently as desired by the County. In the event the County or its representatives reasonably find that project work is not being performed in accordance with the applicable specifications, then the County shall promptly notify the Consultant in writing of the unacceptable work, and the Consultant shall take immediate appropriate corrective actions.

VII. LIQUIDATED DAMAGES

The Consultant agrees to pay Bladen County Liquidated Damages at a rate of \$100.00 per day, in the event that the project for Bladen County is not complete by December 31, 2008 if there are not agreed upon mitigating circumstances that call for an extension of this date.

VIII. OTHER LEGAL RESPONSIBILITIES OF PARTIES

- A. The Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations during its performance under this Agreement.
- B. The Consultant shall save harmless the County and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any act of omission by the Consultant or its employees or agents, or from any claims or amounts due arising or recovered under the State's Workmen Compensation laws. Consultant's indemnity and hold harmless obligation undertaken pursuant to this contract, if any, shall specifically exclude that portion of such obligations which could require Consultant to indemnify or hold harmless client, its agents, employees, or Consultants for their own negligence.
- C. The County agrees to mitigate its damages, should any damages arise in the course of this Agreement, to every extent possible, and to take such reasonable measures to prevent injury or damages within its jurisdiction as any reasonable prudent individual or entity would take.
- E. Fees described herein do not include North Carolina sales & use tax. These shall be added to invoices as separate items by the Consultant, as appropriate.

IX. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights and/or obligations under this Agreement without the prior written consent of the other party.

X. PRICE ESCALATION

The unit rates contained herein shall remain in effect until December 31, 2009. In the event the County should cause the project to be delayed beyond December 31, 2009, then the unit rates contained herein may be adjusted to reflect any increases in the Producer Price Index (PPI). Any services provided to the County after December 31, 2009, may reflect the average annual PPI for the calendar year prior to when the services are actually provided. Any increase in any unit rates shall not exceed 6% in any calendar year.

XI. WAIVER, MODIFICATION AND SEVERABILITY CLAUSE

No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless made in writing and signed by authorized representatives of each party. Nor shall any waivers be deemed to excuse the performance of any act other than those specifically referred to in said written notice of waiver. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforce as so limited.

XII. NOTICE PROVISION

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given by the parties hereto if sent to the other by registered mail, by telegraph or telex to the address hereinafter stated, or to such other address as the parties may mutually agree upon.

For the County:

GIS/E911 Addressing Supervisor

Elizabethtown, NC

Ms. Alisha Evans

(910) 862-6784

For the Consultant:

Carolina Resource Mapping, Inc.

3517 Wrightsville Avenue

Suite B

Wilmington, NC 28403

Attn: Scott Williams, PLS, PPS

President

Phone: (910) 799-8100

Fax: (910) 799-6800

swilliams@mapres.com

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XIII. CONSTRUCTION

This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, exclusive of its rules pertaining to conflict of laws.

XIV. DISPUTES

Any dispute arising under this contract which is not settled by agreement of the parties may be litigated in the courts of the state of North Carolina, or the federal courts of the United States of America.

XV. ENTIRE AGREEMENT

The terms and conditions of this Agreement and any document specifically incorporated herein by reference, if any, constitute the entire Agreement between the parties. No prior communication, whether written or oral, nor any course of prior dealings between the parties shall be read into such Agreement for purposes of construction, interpretation or any other purposes whatsoever.

ITEM 2. ELECTION OF BOARD OFFICERS

County Manager Greg Martin opened the floor for nominations to the position of Chairperson.

- A. Chairperson- Commissioner Billy Ray Pait nominated Margaret Lewis-Moore for the position of Chairperson. **A motion was made by W.D. Neill, Jr., seconded by Delilah Blanks and approved to close the nominations and elect Margaret Lewis-Moore by acclamation.**

Greg Taylor arrived. (6:35 p.m.)

County Manager Greg Martin opened the floor for nominations to the position of Vice Chairperson.

- B. Vice-Chairperson- Commissioner Blanks nominated Billy Ray Pait for the position of Vice-Chairperson. Commissioner James G. Smith nominated Charles Ray Peterson for the position of Vice-Chairperson. Nominations were closed. **Billy Ray Pait was elected by a vote of 7 AYES (Larry Smith, Delilah Blanks, Margaret Lewis-Moore, Billy Ray Pait, Greg Taylor, W.D. Neill, Jr., and Lewis Tatum) to 2 NOES (Charles Ray Peterson and James G. Smith).**

ITEM 3. MATTERS OF INTEREST TO COMMISSIONERS:

- Lewis Tatum expressed a concern with the changes to the Solid Waste Convenience Center hours of operation that were made at the November 19, 2007 meeting. **A motion was made by Lewis Tatum, seconded by Larry Smith and to reconsider Solid Waste Site Hours of Operation. The motion failed by a vote of 4 AYES (James G. Smith, Larry Smith, Greg Taylor, and Lewis Tatum) to 5 NOES (Margaret Lewis-Moore, Delilah Blanks, Charles Ray Peterson, W.D. Neill, Jr. and Billy Ray Pait).**
- Greg Taylor expressed an interest in adopting a Resolution honoring the life of Floyd Hursey. A presentation will be arranged.
- James G. Smith informed the Board that citizens of Tobemory Road had contacted him regarding loose rocks on the road being hazardous.
- Delilah Blanks informed the Board that a discussion was held at the North Carolina's Southeast Partnership Meeting concerning the four laning of Hwy 87 with Hwy 74/76. She stated that there is a possibility that a portion of 87 will bypass the southeastern portion of Bladen County.

ITEM 4. INDIVIDUALS/DELEGATOINS WISHING TO ADDRESS COMMISSIONERS:

ITEM 5. FINANCE: (Lisa Coleman, Finance Officer)

- FY 07 Audit Presentation (Thompson, Price, Scott, Adams & Co. PA)

-Bryon Scott presented the FY 07 Audit. Bladen County received a qualified opinion.

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ITEM 6. EMERGENCY SERVICES: (Mitchell Byrd, Director)

- A. Update Regarding Paramedic Program- *Tabled until December 17, 2007 Meeting*
- B. Consider Approving Modification to County EMS Plan- **On a motion made by W.D. Neill, Jr., seconded by Greg Taylor, the Board approved a Modification to the County EMS Plan to include paramedic level service.**

ITEM 7. ADVISORY BOARDS

- A. Bladen County Board of Health- **A motion was made by James G. Smith, seconded by Charles Ray Peterson and approved to appoint Dr. Molly Glenn to fill Dr. Dewey Raynor's seat and to reappoint Dr. N.W. Midyette, Rachel Mitchell, James G. Smith, and Kenneth Tatum with an expiration date of December 31, 2010.**
- B. Bladen County Economic Development Commission- **A motion was made by Charles Ray Peterson, seconded by James G. Peterson and approved to reappoint Charles Corbett, Larry Sessoms, and John White with an expiration date of December 31, 2010.**
- C. Bladen County Hospital Advisory Board- **A motion was made by James G. Smith, seconded by Greg Taylor and approved to reappoint Alice Allen and Carolyn McDowell with an expiration date of December 31, 2008. Table Petro Lamb until December 17, 2007 Meeting.**
- D. Bladen County Hospital Executive Board- *Tabled until December 17, 2007 Meeting.*
- E. Bladen County Library Board- *Tabled until December 17, 2007 Meeting.*
- F. Bladen County Personnel Advisory Board- **A motion was made by James G. Smith, seconded by Charles Ray Peterson and approved to reappoint Patsy Priest with an expiration date of December 31, 2009.**
- G. Division on Aging Advisory Committee- **A motion was made by Delilah Blanks, seconded by W.D. Neill, Jr. and approved to reappoint Louella Thompson with an expiration date of December 31, 2010. Tabled Mildred Newton until December 17, 2007 Meeting.**

ITEM 8. COUNTY MANAGER: (Greg Martin)

- A. Calendar Update- Mr. Martin reviewed the calendar for upcoming events.
- B. Consider Proposed Vehicular and Parking Ordinance- **A motion was made by Charles Ray Peterson, seconded by Lewis Tatum to approve the Proposed Vehicular and Parking Ordinance. The motion was approved by a vote of 6 AYES (James G. Smith, Larry Smith, Charles Ray Peterson, Billy Ray Pait, W.D. Neill, Jr. and Lewis Tatum) to 3 NOES (Delilah Blanks, Margaret Lewis-Moore, and Greg Taylor). Due to the fact that the vote was not unanimous, a second reading is required in order for the Ordinance to go into effect.**
- C. Consider Closed Session in Accordance with N.C.G.S 143-318.11 (a)(6) Personnel- **A motion was made by Charles Ray Peterson, seconded by Larry Smith and approved to enter Closed Session.**

A motion was made by Charles Ray Peterson, seconded by Larry Smith and approved to enter Regular Session.

A motion was made by James G. Smith, seconded by Billy Ray Pait and approved to transfer 250 hours of sick leave from Columbus County for Deputy Daniel Little and to transfer 1011.9 hours of sick leave from Granville County for EMS Director Mitchell Byrd.

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A motion was made by Lewis Tatum, seconded by Larry Smith and approved to adjourn at 8:05 p.m.

Margaret Lewis-Moore, Chairperson

ATTEST:

Ashley C. Sasser, Clerk