

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: November 6, 2023

SUBJECT: Town of Mills River tower project MOU

PRESENTER: Jimmy Brissie, Emergency Services Director

ATTACHMENTS: (1) Proposed MOU

SUMMARY OF REQUEST:

During the planning phase of the Mills River tower replacement project Commissioner Lapsley was able to secure partnership funding from the Town of Mills River. The Town has allocated \$50,000 towards the completion of this project. Staff worked with the leadership of the Town to develop the proposed MOU outlining the utilization and receipt of these funds. The Town transferred these funds to the County during June 2023.

BOARD ACTION REQUESTED:

Approve the proposed MOU with the Town of Mills River. Authorize the Board Chair and Finance Director to execute the proposed MOU.

Suggested Motion:

I move to approve the MOU with the Town of Mills River for the Mills River Tower Project and authorize the Chair and Staff to execute the necessary documentation.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

MEMORANDUM OF UNDERSTANDING

This Agreement is made this the sixth day of November, 2023, by and between the Town of Mills River, a body corporate and politic of the State of North Carolina (the "Town"), and the County of Henderson, a body corporate and politic of the State of North Carolina (the "County").

Background of Agreement

A. The County owns and operates an emergency communications tower located in the Town of Mills River on Forge Mountain.

B. The County desires to upgrade the tower and site to allow the provision of commercial wireless carriers to enhance the cellular service in the South and North Mills River valleys. These upgrades will also enhance the coverage of the County's Emergency Responder Radio System.

C. The Town recognizes the need and importance of providing an enhanced level of commercial cellular service to this geographic area as well as expanded coverage of the Emergency Responder Radio System all for the benefit of residents of the Town.

D. The County and the Town have funds available to assist with the necessary construction upgrades made available by the American Rescue Plan Act (ARPA). The expansion of the tower site is an allowable expense under §153A-149(c)(11)(17).

E. Both parties wish to memorialize their agreement, as stated herein.

Agreement

NOW, THEREFORE, for and in consideration of the mutual undertakings stated herein, the Town and the County agree as follows:

1. Obligations of the County:

A. The County will make the required site upgrades as determined by their contracted engineers and consultant working with commercial wireless carriers during the scope of this project.

B. The County will allocate one hundred and fifty thousand dollars (\$150,000) of ARPA funding towards the completion of this project.

C. The County will ensure all procurement and contracting requirements required for ARPA projects are followed and documentation of verification is maintained.

D. The County will communicate regular project updates to the Town.

E. The County will work with the contracted Engineers and Consultants to coordinate any required permitting, licensing and inspections for the completion of the project by local, state or federal authorities with the County incurring the costs.

2. Obligations of the Town:

A. The Town will assist with facilitation of any required permitting, licensing and inspections for the completion of the project by local, state or federal authorities up to the limit of the Town's regulatory authority.

B. The Town has previously contributed fifty thousand dollars (\$50,000) towards the overall costs of the project to be held and dispersed by the County

C. The Town will reimburse the County, from the amount which has been contributed by the Town, for expenses incurred within sixty days of submission of such expenses to the Town. The County will supply the Town with documentation of the project costs being considered for reimbursement up to the limit of the Town's contribution to the project. The initial \$100,000 of the project will be paid jointly by Henderson County (\$50,000) and the Town of Mills River (\$50,000). At the conclusion of the project, any unspent and unencumbered remainder of this initial \$100,000 will be divided equally between the Town and the County.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, this the date above.

TOWN OF MILLS RIVER

By: _____
Chairperson

Attest:

Clerk

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

Finance Director for the Town of Mills River

COUNTY OF HENDERSON

By: _____
Chairperson

Attest:

Clerk

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

Finance Director for Henderson County

