

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

**July 17, 2017
6:00 PM**

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Board Appointment - Library Board - At-Large
Request that the Board of Commissioner appoint Ms. Donna Morgan to the Library Board, representing an At-Large seat, filling the unexpired term of Ms. Karen Bowman which will expire on June 30, 2018.
2. Board Appointment - Ocean Isle Beach Board of Adjustments
Request that the Board of Commissioners approve the reappointment of Mr. Frank Williamson and Ms. Jo Lammonds as ETA representatives on the Town of Ocean Isle Beach Board of Adjustments for a term of 3-years.
3. Board Appointment - Nursing Home & Adult Care Home Community Advisory Committee - At-Large
Request that the Board of Commissioner reappoint Ms. Sheila Umbricht to an At-Large position on the Nursing Home & Adult Care Home Community Advisory Committee for a 3-year term expiring on July 01, 2020.
4. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioners approve the minutes from the June 14, 2017 Agenda Meeting, the June 19, 2017 Regular Meeting, and the July 10, 2017 Routine Business and Agenda Setting Meeting.
5. Emergency Services - 2017 Tier II Grant
Request that the Board of Commissioners approve the receipt of funds and authorize the Emergency Services Director and the Finance Director to sign the attached 2017 Tier II Grant Memorandum of Agreement (MOA) and associated cost reports.
6. Engineering - FY16 Enterprise Water Mains - Contract A: Apollo Street - Contractor Final Deductive Change Order
Request that the Board of Commissioners approve the deductive final adjusting change order in the amount of (\$10,000) with Hickman Utilities, Inc., for Contract A: Apollo Street water main as part of the FY16 Enterprise Water Main Top (7) & Apollo Street project.
7. Finance - Fiscal Items
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.

-Brunswick Housing Opportunities Budget Amendment
Transfer \$50,000 for Brunswick Housing Opportunities contract services approved from Health Services to the Department of Social Services.

-District 1 Senior Center Budget Amendment

Appropriate \$20,000 of miscellaneous revenue for use in the District 1 Senior Center Project (Calabash) to set up the florist in the temporary building during construction.

-Code Administration New Position Budget Amendment

Appropriate Building Permits Revenue \$56,118 to fund a new inspector salary and benefits in Code Administration for the increase in inspections and better manage workloads and customer service.

-Sheriff's Plan Phase 2 and 3 Budget Amendment

Appropriate reserve funds of \$720,283 set aside for the initial capital and operating cost associated with phase 2 and 3 of the Sheriff's plan for additional deputies.

8. Health and Human Services - Health Services - Contract for School Nursing
Request that the Board of Commissioners approve the FY 2017-2018 contract with Brunswick County Schools for funding school nurses utilizing State-restricted funds.
9. Health and Human Services - Health Services - Contracts FY17-18 - New Hope Clinic
Request that the Board of Commissioners approve the FY2017-2018 contract with New Hope Clinic, Inc.
10. Health and Human Services - Health Services - Preparedness Coordinator
Request that the Board of Commissioners approve and execute the grant-funded preparedness coordinator renewal agreement for FY 2017-2018
11. Health and Human Services - Health Services - Contract for NC Alliance of Public Health Agencies
Request that the Board of Commissioners review, approve, and execute a contract renewal between Brunswick County Health Services and the North Carolina Alliance of Public Health Agencies, Inc. (NCAPHA) for FY2017-2018.
12. Health and Human Services - Health Services - FY 17-18 State Consolidated Agreement-Amendment Approval
Request that the Board of Commissioners review and approve the Consolidated Agreement Amendment for FY 17-18 with the State of North Carolina.
13. Health and Human Services - Social Services - Energy Outreach Plan
Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2017-2018.
14. Health and Human Services - Social Services - Medicaid Transportation Contracts
Request that the Board of Commissioners review and approve Medicaid Transportation contracts for fiscal year 2017-2018.
15. Human Resources - Synergy Health Management Service Agreement
Request that the Board of Commissioners approve the Health Management Services Agreement with Synergy Healthcare.
16. Operation Services - Building A HVAC Replacement Contract
Request that the Board of Commissioners award a contract to HVAC StarPlus to replace the HVAC units in Building A.
17. Operation Services - Donation of Surplus Brick
Request that the Board of Commissioners declare as surplus and approve a donation of brick inventory to Brunswick County Schools.
18. Operation Services - Food Vendor Trucks

Request that the Board of Commissioners consider approval for the Food Truck program to continue on a permanent basis at the Government Center.

19. Operation Services - Resolution Exempting Building C HVAC Project
Request that the Board of Commissioners approve a resolution exempting the Building C HVAC project from N.C.G.S. 143-64.31.
20. Parks & Recreation - Brunswick Arts Council Agreement for FY 17-18
Request that the Board of Commissioners approve a contract for services with Brunswick Arts Council for \$34,250.
21. Parks & Recreation - Purchase Agreement with Musco Lighting for Smithville Park
Request that the Board of Commissioners approve a Purchase Agreement with Musco Sports Lighting at Smithville Park Phase 1 in the amount of \$440,000.
22. Sheriff's Office - 911 Contract
Request that the Board of Commissioners approve the contract with Century Link for the primary and back up 911 center.
23. Sheriff's Office - 911 PSAP Sales Agreement
Request that the Board of Commissioners approve the 911 PSAP sales agreement with Wireless Communication.
24. Tax - July 2017 MV Discovery Valuation & Levy for June 2017
Request that the Board of Commissioners approve the July 2017 motor vehicle valuation and levy discoveries created in June 2017.
25. Utilities - Conveyance of Parcel #1970005401 to the Town of Shallotte
Request that the Board of Commissioners approve conveyance of Parcel #1970005401, approximately 0.16 acres, commonly referred to as Water Booster Pump Station #7, to the Town of Shallotte and authorize the County Attorney to affect the necessary documents for conveyance.
26. Utilities - Forest Management Plan with Woodsrun Consulting Forestry
Request that the Board of Commissioners adopt the Forest Management Plan as provided by Woodsrun Consulting Forestry for forested tracts managed by the Public Utilities Department and approve the agreement (attached) for Woodsrun Consulting Forestry to market, bid, and supervise both harvest of timber and replanting.

VI. Presentation

1. Administration - Town of Shallotte - Waterfront Development Project Presentation (Mayor Walt Eccard)
Request that the Board of Commissioners receive a presentation from the Town of Shallotte regarding their waterfront development project and consider contributing towards the cost of infrastructure for the project.
2. Cooperative Extension - Brunswick 4-H Youth to Attend NCACC Youth Summit (Miss Lena Devlin, Brunswick County Youth Delegate)
Request that the Board of Commissioners receive a presentation from Miss Lena Devlin, Brunswick County's Youth Delegate to the North Carolina Association of County Commissioners Youth Summit.
3. Planning - Cape Fear Regional Bicycle Plan (Alta Planning Consultants for CFCOG)
Request that the Board of Commissioners receive a presentation of the Cape Fear Regional Bicycle Plan and approve the Plan as proposed by the NC Department of

Transportation.

VII. Administrative Report

1. Administration - Update to Board on Water Supply - (Ann Hardy, County Manager, David Stanley, Executive Director of Health & Human Services, John Nichols, Director of Public Utilities)
Request that the Board of Commissioners receive an update on the county's water supply.
2. Administration - Relocation of Hickman Crossroad Library (Steve Stone, Deputy County Manager)
Request that the Board of Commissioners consider a plan to relocate the current Hickman Crossroad Library in 2018.
3. Attorney - Board Appointment to Doshier Memorial Hospital Board of Trustees - (Bob Shaver, County Attorney)
Request that the Board of Commissioners appoint Dr. Terry Pieper to fill the unexpired term of Trustee Joseph Agovino on the Doshier Memorial Hospital Board of Trustees.
4. Health and Human Services - Plan for Creation of Stepping Up Task Force - (David Stanley, Executive Director Health and Human Services)
Request that the Board of Commissioners receive and approve the plan for the creation of a Stepping Up Task Force.
5. Parks & Recreation - Smithville Park Future Development and Ocean Isle Beach Park Phase 2 Update (Aaron Perkins, Parks & Recreation)
Request that the Board of Commissioners receive information about options for construction of future planned Smithville Park elements, as well as consider a modification to the current construction contract, and receive an update on Phase 2 of the Ocean Isle Beach Park.

VIII. Other Business/Informal Discussion

IX. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 1.

From: Board Appointment - Library Board - At-Large
Andrea White

Issue/Action Requested:

Request that the Board of Commissioner appoint Ms. Donna Morgan to the Library Board, representing an At-Large seat, filling the unexpired term of Ms. Karen Bowman which will expire on June 30, 2018.

Background/Purpose of Request:

Ms. Karen Bowman's term was set to expire on July 1, 2017. As a result of the action of the Board of Commissioners to adjust Board/Committee terms to align with the fiscal year without shortening any terms, Ms. Bowman's term was extended to June 30, 2018. Upon notification of the new term expiration, Ms. Bowman indicated that she is no longer able to serve due to other commitments.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioner appoint Ms. Donna Morgan to the Library Board, representing an At-Large seat, filling the unexpired term of Ms. Karen Bowman which will expire on June 30, 2018.

ATTACHMENTS:

Description

- ☐ Library Board Roster
- ☐ Library Board Address Sheet
- ☐ Application - Donna Morgan

Library Board of Trustees

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Sheila Umbricht	1	6/20/2016	3	6/30/2020	2008
Nadine Stanley	2	6/1/2015	3	6/30/2019	2012
Randy Sullivan	3	6/20/2016	3	6/30/2020	2010
Lena Butler	4	6/1/2015	3	6/30/2019	2012
Ronnie Benton	5	6/1/2014	3	6/30/2018	2006
Emma Myles	at-large	6/20/2016	3	6/30/2020	2011
Mary Wilson	at-large	7/1/2014	3	6/30/2018	2014
Marylin Searby	at-large	6/1/2014	3	6/30/2018	1999
VACANT	at-large	6/1/2014	3	6/30/2018	2010

Mission

To formulate and adopt programs, policies and regulations for the government of the library, and to make recommendations to the governing body concerning the library system and its Director.

Membership

All members serve 3-year terms.

~ 9 members, all appointed by the Board of Commissioners (1 from each district and 4 at-large)

~ Board members are requested to be library cardholders

~ The Library Director is the Board's executive officer

~ If so elected by the Board, the Library Director shall serve as Secretary to the Board

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Library Board Address Sheet

Name	Phone(s)	Email Address	Mailing Address
Sheila Umbricht	(H) 575-7080		46 Plantation Drive, Ocean Isle Beach, NC 28469
Nadine Stanley	(H) 755-5917 (M) 540-2931	granite1795@yahoo.com	1795 Bricklanding Road, Shallotte, NC 28470
Randy Sullivan	(H) 754-8862 (M) 880-5250		335 Blue Dogwood Trail, Shallotte, NC 28470
Lena Butler	(H) 754-4095		1210 Ocean Highway, Supply, NC 28462 (PO Box 792)
Ronnie Benton	(H) 371-3865 (M) 540-6606		1634 Village Road, Leland, NC 28451
Emma Myles	(H) 457-1119 (M) 368-6182	mammaday02@yahoo.com	912 Lord Street, Southport, NC 28461 (PO Box 10162)
Mary Wilson	(H) 457-0997 (M) 363-7573		419 W. Brunswick Street, Southport, NC 28461
Marylin Searby	(H) 579-3893		24 Sunfield Drive, Carolina Shores, NC 28467
VACANT	(H) 371-0210 (W) 371-2233		1343 Liberty Landing Road, Winnabow, NC 28479

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Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

4

*

Are you registered to vote in Brunswick County?

☒ Yes

☐ No

*

Board or Committee of Interest

Library Board

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☐ Yes ☒ No

Applicant Information

First Name *

Donna

Middle Initial

H

Last Name *

Morgan

Street Address

150 N Shore Dr.

City

Southport BSL

State

NC

Zip

28461

Home Phone

Cell Phone

949-370-2341

Email

drhmorgan@gmail.com

**Present
Job/Employer
Address**

retired

Past Employment

City of Bedford OH (purchasing agent)
Hillsong Family Worship Center Bedford OH (accounting)
United Church of Christ Bedford OH (secretarial)
Faith Fellowship Church Macedonia OH (accounting)
Lexington County Library Lexington SC (library associate)

**Current
Civic/Community
Participation**

President, Friends of Library Southport Oak Island
Co-Chair, Boiling Spring Lakes Library Commission



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 2.

From: Board Appointment - Ocean Isle Beach Board of Adjustments
Andrea White

Issue/Action Requested:

Request that the Board of Commissioners approve the reappointment of Mr. Frank Williamson and Ms. Jo Lammonds as ETA representatives on the Town of Ocean Isle Beach Board of Adjustments for a term of 3-years.

Background/Purpose of Request:

At the June 13, 2017 meeting, the Town of Ocean Isle Beach voted to recommend the reappointment of Mr. Frank Williamson and Ms. Jo Lammonds as ETA representatives on the Town's Board of Adjustments for a 3-year term.

The Town requests that the Board of Commissioners approve this recommendation.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the reappointment of Mr. Frank Williamson and Ms. Jo Lammonds as ETA representatives on the Town of Ocean Isle Beach Board of Adjustments for a term of 3-years.

ATTACHMENTS:

Description

- Letter from the Town of Ocean Isle Beach



June 14, 2017

Andrea White
Clerk to Board of Commissioners
P.O. Box 249
Bolivia, NC 28422

Re: Recommendation for ETA Representatives on the Board of Adjustments

Dear Ms. White:

The Town of Ocean Isle Beach has two vacancies on the Board of Adjustments for members to serve as representatives for the ETA. At the June 13, 2017 Board of Commissioners meeting, the Board voted to recommend reappointment of Mr. Frank Williamson and Ms. Jo Lammonds to fill these vacancies. These positions hold a three-year term.

We would appreciate consideration of this issue at your next County Commissioner's meeting.

If you need any additional information in regards to this matter, please feel free to contact our office at your earliest convenience.

Sincerely,

TOWN OF OCEAN ISLE BEACH

Casey E. Reeves
Town Clerk



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
Andrea White

Action Item # V. - 3.

Board Appointment - Nursing Home & Adult Care Home
Community Advisory Committee - At-Large

Issue/Action Requested:

Request that the Board of Commissioner reappoint Ms. Sheila Umbricht to an At-Large position on the Nursing Home & Adult Care Home Community Advisory Committee for a 3-year term expiring on July 01, 2020.

Background/Purpose of Request:

Ms. Sheila Umbricht has served on the Nursing Home & Adult Care Home and Community Advisory Committee since 2003. Her most recent term expired on July 1, 2017. Ms. Umbricht has been contacted by Ms. Kandace Lego, Regional LTC Ombudsman for the Area Agency on Aging, and expressed her desire to be reappointed to the At-Large position.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioner reappoint Ms. Sheila Umbricht to an At-Large position on the Nursing Home & Adult Care Home Community Advisory Committee for a 3-year term expiring on July 01, 2020.

ATTACHMENTS:

Description

- ☐ Nursing Home/Adult Care Home Community Roster
- ☐ Nursing Home/Adult Care Home Community Address Sheet
- ☐ Sheila Umbricht - Application

Nursing Home & Adult Care Home Community

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Holly Brenneman	1	3/6/2017	1	3/6/2018	2017
Carol Sutter	2	8/15/2016	3	9/1/2019	2012
Arlene Rushin	3	2/6/2017	3	1/1/2020	2003
John Walz	4	2/20/2017	3	2/1/2020	2013
Vince Musilli	5	10/1/2014	3	11/1/2017	2010
Barabara Voorhees	at-large	1/19/2016	3	2/1/2019	2014
Sheila Umbricht	at-large	6/1/2014	3	7/1/2017	2013
Laura Miller	at-large	8/15/2016	1	9/1/2017	2016
Colleen Combs	at-large	2/20/2017	3	2/1/2020	2015
Shirley Dowd	at-large	6/20/2016	3	7/1/2019	2007

Mission

To monitor the Patient's Bill of Rights for residents in nursing homes in Brunswick County; to provide increased social interaction and opportunities for enrichment for these adults; to assist in preventing physical and psychological deterioration of these older adults by promoting independence; to evaluate the activities of the nursing homes so that they meet the needs of the older adults in Brunswick County; to promote community understanding of the aging process and of the needs, problems, strengths and resources of older persons; to report to the Brunswick Commissioners the status of the Committee.

Membership

All members serve 3-year terms after the initial 1-year term.

- ~ At least 7 members, appointed by the Board of Commissioners (1 from each district; all additional are at-large members)
- ~ Each member must be a resident of the county which the committee serves.

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Nursing Home Address Sheet

Name	Phone(s)	Email Address	Mailing Address
Holly Brenneman	(M) 571-643-6773	hollybrenneman12@gmail.com	7040 Bloomsbury Court, OIB, NC 28469
Carol Sutter	(H) 842-5254 (M) 908-625-3146	carw@aol.com	2141 Lands End Way, Supply, NC 28462
Arlene Rushin	(H) 253-4607 (M) 515-9774	aerushin@aol.com	2550 St. James Drive, Southport, NC 28461
John Walz	(H) 393-5255 (M) 273-4514	walzjf@msn.com	622 Triangle Trail, Sunset Beach, NC 28468
Vince Musilli	(H) 399-3136 (M) 203-524-2110	vmusilli@ec.rr.com	1367 Parkland Way, Leland, NC 28451
Barbara Voorhees	(H) 253-8737	leboufbarb@gmail.com	3676 Bayedge Lane, St. James, NC 28461
Sheila Umbricht	(H) 575-7080	saumbrecht@atmc.net	46 Plantation Drive, OIB, NC 28469
Laura Miller	(H) 243-7339 (M) 703-201-3196	vankmiller@yahoo.com	3060 Baycrest Drive, Southport, NC 28461
Colleen Combs	(H) 202-549-3938	hartcombs@gmail.com	5231 Shipmast Way, Southport, NC 28461
Shirley Dowd	(H) 755-5678		1790 Waterwing Drive, OIB, NC 28469

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Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

17

*

Are you registered to vote in Brunswick County?

☒ Yes
☐ No

*

Board or Committee of Interest

Nursing Home & Adult Care Home Community Advisory Committee

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☒ Yes ☐ No

Name of Board currently serving on.

Nursing Home & Adult Care Home Community Advisory Committee

Name of second Board currently serving on. (If applicable)

Library Board

Applicant Information

First Name * Sheila

Middle Initial K

Last Name * Umbricht

Street Address 46 Plantation Dr

City Ocean Isle Beach

State NC

Zip 28469

Home Phone 910-575-7080

Cell Phone

Email saumbricht@atmc.net

**Present
Job/Employer
Address** retired

Past Employment Hamden Ct. Board of education
Latin & Math HS teacher

**Current
Civic/Community
Participation** Friends of the Rourk Library
St. Brendan Church Brown Baggers committee



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 4.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners approve the minutes from the June 14, 2017 Agenda Meeting, the June 19, 2017 Regular Meeting, and the July 10, 2017 Routine Business and Agenda Setting Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the minutes from the June 14, 2017 Agenda Meeting, the June 19, 2017 Regular Meeting, and the July 10, 2017 Routine Business and Agenda Setting Meeting.

ATTACHMENTS:

Description

- ☐ Draft Minutes - June 14, 2017 Agenda Meeting
- ☐ Draft Minutes - June 19, 2017 Regular Meeting
- ☐ Draft Minutes - July 10, 2017 Routine Business and Agenda Setting Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
AGENDA MEETING
JUNE 14, 2017
4:00 P.M.**

The Brunswick County Board of Commissioners held an Agenda Meeting on the above date at 4:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center Bolivia, North Carolina.

PRESENT: Commissioner Frank Williams, Chairman
Commissioner Randy Thompson, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Mike Forte

STAFF: Ann Hardy, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Andrea White, Clerk to the Board
Julie Miller, Finance Director
Amanda Hutcheson, PIO

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's Office.

I. CALL TO ORDER

Chairman Williams called the Agenda Meeting to order at 4:02 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Cooke gave the Invocation and led the attendees in the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked if there were any adjustments to the agenda. There were no changes.

Vice-Chairman Thompson moved to approve the agenda as written. The vote of approval was unanimous.

IV. ACTION ITEMS

1. **Administration - Update Board of Commissioners on GenX - (John Nichols, Director of Public Utilities, Cris Harrelson, Director of Health Services, David Stanley, Executive Director of Health & Human Services, Amanda Hutcheson, Public Information Officer)**
Request that the Board of Commissioners receive information from county officials regarding the GenX water issue and the County's plans to provide public information.

Amanda Hutcheson, Public Information Officer, gave an update on the GenX water issue. The reporting by the media on the prevalence of GenX in the water, and the effects of other chemicals, has the potential to create confusion. There is public concern, but it is largely for

their children and grandchildren. Ms. Hutcheson noted that GenX is a new chemical and there is a lot that the County does not know. The County will continue communications with the public as more is learned.

Julie Miller, Finance/Utilities Customer Service, stated that approximately 10 to 15 calls were received for a couple of days; however, today only one call was received. The Supervisor has been designated to answer those calls.

John Nichols, Director of Public Utilities, noted that the call volume in Utilities Administration has been similar. The recently distributed list of Frequently Asked Questions has helped.

Mr. Nichols asked that the Board consider a request, upon review by the County Attorney and Finance Officer, for consulting services in an amount up to \$25,000 to assist with technical issues associated with water treatment. Cape Fear Public Utilities has a consultant on board to assist with technical issues and questions (Black & Veatch). Brunswick County Public Utilities will be supporting the Department of Environmental Quality (DEQ) with testing efforts and would benefit from the assistance of a consultant to look at treatments and help with questions about other treatment technology.

Vice-Chairman Thompson moved to approve the request, upon review by the County Attorney and Finance Officer, for consulting services in an amount up to \$25,000 to assist with technical issues associated with water treatment. The vote of approval was unanimous.

Mr. Nichols noted that GenX is a different chemical than C8, which was used before. Information from the North Carolina Department of Health and Human Services (NCDHHS) indicates that if they were to establish levels, based on the information that is available, that it would be much higher than the 70 parts per trillion that is established for the previous C8 chemical. The testing that has generally been done has been in raw water. There has been no testing done in Brunswick County's potable water.

David Stanley, Health and Human Services Executive Director, and Cris Harrelson, Health Director, gave an update on the GenX issue from the Health and Human Services (HHS) perspective. Only a couple of calls have been received. HHS has been in close contact with public health at the State level. State Public Health is assisting the DEQ to try to gauge risks.

2. Governing Body - Letter to NCDEQ regarding GenX - (Chairman Frank Williams)

Request that the Board of Commissioners approve a letter to NCDEQ requesting the agency assist with information gathering and regulation regarding GenX.

Ann Hardy, County Manager, read the letter addressed to DEQ.

Vice-Chairman Thompson requested that Mary Penny Kelley, Senior Advisor to the Secretary of DEQ, and Tracey Holloway, Governmental Affairs Director for DEQ, also be copied on the letter.

Vice-Chairman Thompson moved to approve the letter for distribution with Mary Penny Kelley and Tracey Holloway also receiving a copy. The vote of approval was unanimous.

3. **Utilities - Cape Fear Public Utility Authority to Enter into Parallel Raw Water Main Design Agreement with McKim & Creed (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners consent to the Cape Fear Public Utility Authority entering into a design agreement with McKim & Creed for the design of the parallel raw water main from King's Bluff Pump Station to the raw water tank near the Northwest Water Treatment Plant.

Mr. Nichols explained that the Board of Commissioners approved an interlocal agreement earlier this year with Cape Fear Public Utility Authority (CFPUA) and Lower Cape Fear Water & Sewer Authority (LCFW&SA), which approved CFPUA entering into a design contract with a consultant on behalf of all three utilities for the design of the parallel water main which runs from Kings Bluff by the Northwest Water Treatment Plant. Mr. Nichols asked for the Board's concurrence on the scope of work with McKim and Creed which will allow CFPUA to move forward. The agreement will be with CFPUA and the funds have already been budgeted for the work. Mr. Nichols noted that the agreement was a little different than other agreements in that it is broken up between design services and engineering construction services.

Commissioner Sykes moved to consent to CFPUA entering into an agreement with McKim and Creed for the design of the raw water main, as presented. The vote of approval was unanimous.

4. **Utilities - Addition of Infrastructure to NCDOT Project at Ocean Isle Beach - (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners authorize the Manager, after the review by the County Attorney, to enter into an agreement for the NCDOT to design and construct an infrastructure improvement within a current NCDOT project near Ocean Isle Beach.

Mr. Nichols explained that deficiencies have been identified with the Ocean Isle Beach Force Main. The force main sends wastewater from the Town of Ocean Isle Beach to the County's Ocean Isle Beach Plant. A break occurred in the force main several months ago. The area of concern is located in the NCDOT roundabout project area. The County had planned to do a project to replace much of the pipe before the NCDOT project began; however, the NCDOT is scheduled to begin within the next couple of months. NCDOT has agreed to put the pipe replacement in the roundabout project, most likely as a change order. Mr. Nichols asked that the Board approve a future agreement, upon review by the County Attorney, for design costs associated with the design of this work and the construction costs as well. It was estimated that the design costs would be less than \$15,000 and the construction costs would be less than \$100,000.

Commissioner Forte moved to approve a future agreement for the NCDOT project near Ocean Isle Beach, upon review by the County Attorney, for design and construction costs associated with the design of the force main replacement project. The vote of approval was unanimous.

5. **Administration - Surplus Property Offer - Parcel 0200000104 (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider an offer of \$4,890 for parcel number 0200000104.

Steve Stone, Deputy County Manager, explained that an offer, in the amount of \$4,890 had been received for parcel 0200000104, located just south of the Sandy Creek corporate limits. The offer is the same as the current value of the parcel. The County acquired the property 17 years ago, for \$1,383.00

Chairman Williams moved to accept the offer of \$4,890 for parcel 0200000104. The vote of approval was unanimous.

6. Administration - Surplus Property Offer - Parcel 172JA005 (Steve Stone, Deputy County Manager)

Request that the Board of Commissioners consider an offer of \$500 for parcel number 172JA005.

Mr. Stone explained that an offer of \$500 had been received for parcel 172JA005, located on Bavaria Street in an undeveloped area on the southwest side of Boiling Spring Lakes. The tax value of this parcel is \$14,000. The County acquired the parcel for \$1,976.58 in 2015. The bidder is a non-profit corporation which proposed to use the parcel to conserve Venus Fly Traps and pitcher plants. There is no development in this area. The Tax Administrator sent an Appraiser to the property and it was determined that the lot is buildable.

Commissioner Forte moved to decline the offer of \$500 for parcel 172JA005. The vote of approval was unanimous.

7. Administration - Town of Oak Island Resolutions (Steve Stone, Deputy County Manager)

Request that the Board of Commissioners consider a request from the Town of Oak Island that asks that the Board of Commissioners adopt two resolutions that were adopted by the Town of Oak Island in April of this year.

Mr. Stone explained that the Town of Oak Island has asked that the Board of Commissioners consider adopting two resolutions that the Town of Oak Island adopted back in April.

The first resolution asks the General Assembly to provide alternate dedicated funding sources that would pay for 50% of the estimated cost of annual beach nourishment projects. The County adopted an identical resolution on April 11, 2017.

The second resolution asks NCDOT not to build an interchange at the intersection of Midway Road and Hwy. 211. Staff recommended that the Board not take action on this resolution.

After discussion, the Board directed staff to respond to Oak Island to advise that the County would not be taking action on the interchange resolution.

8. Administration - Establish Agenda for Commissioners' Regular Meeting of June 19, 2017 - (Ann Hardy, County Manager)

The County Manager reviewed the draft agenda for the June 19, 2017 Regular meeting.

Vice-Chairman Thompson stepped out of the meeting (unexcused) at 4:45 p.m. and returned at 4:46 p.m.

The County Manager noted that the Finance Officer will add the items that were approved during the agenda meeting to item V-9 *Finance – Fiscal Items*.

Commissioner Cooke stepped out of the meeting (unexcused) at 4:51 p.m. and returned at 4:53 p.m.

It was the consensus of the Board to add an additional statement to item V-15 *Planning – Resolution Requesting Installation of Traffic Signal* to state that this intersection is a primary route to get to the two schools in that area.

It was the consensus of the Board to move item VI-1 *Administration – Advisory Board Review* to the consent agenda with the exception of the Parks & Recreation Advisory Board, which will be discussed at a later time.

It was the consensus of the Board to move item VI-2 *Administration – Brunswick County Schools Performance Contracting Resolution* to the consent agenda.

V. OTHER BUSINESS/INFORMAL DISCUSSION

1. Other Business/Informal Discussion

- The County Manager gave an update on the Medical Examiner function. The plan is to work toward certification of Emergency Services Supervisors as medical examiners to facilitate having a medical examiner on-call and available at all times, as well as the engagement of a coordinator. It is ultimately up to the State to say whether this plan will work.
- The Board directed staff to be prepared to give a presentation on the GenX issue on Monday, if needed. A brief discussion was held regarding the meeting scheduled in New Hanover County on Thursday concerning GenX.
- The County Manager gave an update on Economic Development. The Economic Development Foundation hired a consultant to meet with staff and offer suggestions for reorganization. An overview of a reorganizational model was distributed and reviewed.

After a brief discussion, it was the consensus of the Board to define supermajority of the Executive Committee as two-thirds majority.

Commissioner Sykes stepped out of the meeting (unexcused) at 6:00 p.m. and returned at 6:02 p.m.

The County Manager asked for direction regarding whether the reorganizational model should be taken to a public meeting or if she should respond to the Foundation. The model would need to be approved prior to submitting and Ms. Lee Anne Nance could also be invited to present to the rest of the Board.

The Board directed the County Manager to proceed with sharing the reorganization model with Jason McLeod, Foundation Chair, and the Foundation; adding it to the June 19, 2017 agenda under Administrative Report; and asking Mr. McLeod and a business person speak at the meeting.

It was the consensus of the Board to be prepared to make the district appointments at the July 17, 2017 meeting.

- The Board directed staff to make sure that all press releases contain a date and time stamp.
- A brief discussion was held regarding the timely receipt of Commissioners' mail in light of the change in the meeting schedule. Staff will develop a procedure to provide mail to the Board on Monday of each week.

VI. ADJOURNMENT

Commissioner Cooke moved to adjourn the Agenda Meeting at 6:12 p.m. The vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, Clerk to the Board

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
JUNE 19, 2017
6:00 P.M.**

The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT: Commissioner Frank Williams, Chairman
Commissioner Randy Thompson, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Mike Forte

STAFF: Ann Hardy, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Andrea White, Clerk to the Board
Julie Miller, Finance Director
Amanda Hutcheson, PIO
Capt. Mark Trull

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.

I. CALL TO ORDER

Chairman Williams called the meeting to order at 6:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Sykes gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked if there were any adjustments to the agenda.

Chairman Williams asked to move the first item under Administrative Report (Item *VI-1 Administration – Provide Information to the Board of Commissioners Regarding GenX*) to Item IV, just before Public Comments. All items from that point will shift forward.

Chairmans Williams moved to approve the agenda as amended. The vote of approval was unanimous.

IV. Administration - Provide Information to the Board of Commissioners Regarding GenX (Ann Hardy, County Manager, David Stanley, Executive Director of HHS, John Nichols, Director of Public Utilities, Amanda Hutcheson, PIO)

Request that the Board of Commissioner receive information and consider approval of a resolution and/or letter requesting the Chemours Company to halt processes which result in the discharge of the GenX chemical into the Cape Fear River.

County Manager Hardy explained that County staff, including Deputy County Manager Steve Stone, Finance Director Julie Miller, Utility Billing office staff, County Attorney Bob Shaver, Utilities Director John Nichols, Public Health Official Cris Harrelson, Executive Director of Health and Human Services David Stanley, and Public Information Officer Amanda Hutcheson, have been working to collect information since learning of the GenX situation two weeks ago, and to provide complete, accurate and up-to-date information to the Board and the public. Several press releases have been sent, the County's website has been updated, and staff has done their best to keep up with the information provided by Federal and State officials.

Following updates from the above-mentioned County staff, Mrs. Hardy asked that the Board of Commissioners consider passing a resolution prepared by the County Attorney's office, requesting the Chemours Company to halt processes which result in the discharge of the GenX chemical into the Cape Fear River. This resolution is in addition to the letter that was previously sent to the Department of Environmental Quality (DEQ) requesting that discharge into the Cape Fear River be stopped. The County Manager read the proposed resolution.

Commissioner Cooke moved to approve the resolution requesting the Chemours Company to halt processes which result in the discharge of the GenX chemical into the Cape Fear River. The vote of approval was unanimous.

**RESOLUTION REQUESTING THE CHEMOURS COMPANY
TO HALT PROCESSES WHICH RESULT IN THE DISCHARGE OF THE
GENX CHEMICAL INTO THE CAPE FEAR RIVER**

WHEREAS, the majority of Brunswick County's drinking water supply comes from the Cape Fear River; and

WHEREAS, Chemours is a company that operates a facility on approximately 2200 acres of land in Bladen County along the Cape Fear River and which withdraws up to 26 million gallons per day from the Cape Fear River and discharges treated wastewater back into the river; and

WHEREAS, Chemours manufactures GenX, a chemical used to make Teflon and other products; and

WHEREAS, Chemours operates under a permit or agreement with the EPA that requires the company to reclaim 99% of the GenX chemical it manufactures prior to discharge; and

WHEREAS, Chemours contends that it complies with the 99% recapture rule for its facility for production of GenX, but believes that GenX may be entering the river as a byproduct of a vinyl ether process used at its Fayetteville Works Plant; and

WHEREAS, GenX is a newer chemical used to replace one known as C8, which was the subject of a consent order to cease use between the EPA and Chemours' predecessor, Dupont, because of its detrimental health effects; and

WHEREAS, GenX has been shown in some studies to cause cancer and other health issues in lab animals, and is an emerging chemical for which the EPA has yet to establish a safe regulatory level; and

WHEREAS, GenX is difficult to filter out of drinking water using the most common methods of public utility water treatment, and current levels of GenX in the water supply are unknown; and

WHEREAS, Brunswick County recognizes that the availability of safe drinking water is of paramount importance to the health and well-being of its citizens;

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners does hereby request that Chemours immediately halt any processes within its control that result in the discharge of GenX into the Cape Fear River, and to maintain a zero discharge policy permanently, or at a minimum until such time as the North Carolina Department of Environmental Quality and the Environmental Protection Agency concludes any investigation into the effects of discharge of this chemical in the water supply and create specific regulations or guidelines pertaining to acceptable levels, if any, for the presence of this chemical in the water supply.

This the 19th day of June, 2017.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, Clerk

Following a brief discussion, Vice-Chairman Thompson moved to direct the County Attorney to conduct research to determine any options that may be available to the County should Chemours choose not to comply with our request and voluntarily halt processes that result in the discharge GenX into the Cape Fear River, as stated in the resolution. The vote of approval was unanimous.

V. PUBLIC COMMENTS

Chairman Williams reviewed the public comment policy and called those who had signed up to speak regarding any item on the agenda or any matter that was not included on the agenda. The following individuals addressed the Board:

1. Darla Kim Hatfield, resident of Leland, spoke regarding the GenX issue and requested that the Board of Commissioners take more forceful actions in demanding that Chemours stop dumping altogether.
2. Sandra Ford, resident of Leland, spoke regarding the GenX issue and the financial effect it will have on the County, noting that, should the area get the reputation of having polluted water, it will affect both the tourism and real estate business.
3. Councilor Jim Medlin, Oak Island Town Council, spoke regarding a proposed NCDOT interchange project at the intersection of Hwy. 211 and E. F. Middleton Boulevard. Councilor Medlin noted that the resolution previously presented to the Board of Commissioners did not properly address some of the issues the Town is concerned about. He requested that the Board of Commissioners read the information he distributed prior to the meeting and determine how the County can be involved in obtaining an access from E. F. Middleton Boulevard. Councilor Medlin stressed that this access would facilitate the location of the quality of development in that area which is needed by the Town of Oak Island and the County.

4. Joanne Levitan, resident of Leland, spoke regarding the GenX issue and requested that the Board of Commissioners do everything possible to get GenX out of the water and stop Chemours from dumping.
5. Emily Donovan, resident of the Winnabow community, spoke regarding the GenX issue and requested that the Board of Commissioners pass a second resolution to incorporate Kuraray, as they are also dumping the chemical in the water via Chemours. She also requested that the County request litigation. Ms. Donovan invited the Board of Commissioners to attend a community forum on Wednesday, June 21, 2017 from 6:00 p.m. until 8:00 p.m., at the Coastline Convention Center in New Hanover County.
6. Becky Felton, resident of Southport, spoke regarding the GenX issue and shared her concerns about the environment. She requested that the Board of Commissioners look at putting time constraints on how long it takes to address matters without resorting to legal action.
7. Glen Thearling, resident of Leland, spoke regarding the GenX issue and shared his concerns with the chemical release rates by companies such as Chemours. Mr. Thearling noted that according to the Environmental Protection Agency (EPA) website, there is a company upstream still releasing C8 into the river. He requested that the resolution be modified to reflect both GenX and C8.
8. Dale Todd, resident of Leland, spoke regarding the GenX issue and requested that the Board of Commissioners do everything possible to keep pressure on all involved to keep the sense of urgency where it is today.
9. Madi Palera, resident of New Hanover County, spoke regarding the GenX issue, noting that environmental issues are both public health and safety issues, and economic issues. She encouraged the Board of Commissioners to look at the risk analysis and ensure that the public does not have to make decisions on their own with regard to the GenX issue.

Chairman Williams briefly recessed the meeting at 6:58 p.m. to provide an opportunity for those wishing to leave the meeting to do so.

Chairman Williams called the meeting back to order at 7:01 p.m.

VI. APPROVAL OF CONSENT AGENDA

Vice-Chairman Thompson moved to approve the Consent Agenda. The vote of approval was unanimous. The following items were approved:

1. Administration - Advisory Board Recommendation

Approved staff recommendations to:

- dissolve the Utilities Operation Board
- dissolve the Small Business Advisory Commission and incorporate its function into the mission of the new Economic Development organization board
- dissolve the Marine Fisheries Board
- continue the operations of the Voluntary Agricultural District Board
- cease making appointments to the Industrial Facilities and Pollution Controls Authority until it is needed

The Board also agreed to consider staff's recommendation for the Parks and Recreation Advisory Board at a future meeting.

2. **Administration - Brunswick County Schools Performance Contracting Resolution**
Approved a resolution of support for a Brunswick County Schools Performance Contracting Agreement.
3. **Administration - Liability and Property Insurance Coverage for FY 2017-18**
Approved the renewal proposal for Liability and Property Insurance for FY 2017-18 with the NCACC Risk Management Pool.
4. **Administration - Workers Compensation Insurance Coverage for FY 2017-18**
Approved workers compensation excess insurance coverage for FY 2017-18 with PMA Management, Inc., Wells Fargo Insurance Services of North Carolina and Safety National Corporation.
5. **Attorney - Aberdeen at Springmill Plantation Deed of Dedication**
Accepted the Deed of Dedication for water and sewer infrastructure for Aberdeen at Springmill Plantation, Phase 2, Lots 119-144, 175-197.
6. **Board Appointment - Southeastern Community and Family Services, Inc.**
Appointed William H. Ballard to the Southeastern Community and Family Services, Inc. Board to fill the Public position for a 3-year term expiring June 30, 2020.
7. **Board Appointment - Lower Cape Fear Water and Sewer Authority**
Appointed John P. Norris to fill the unexpired term of Mr. Earl Andrews on the Lower Cape Fear Water and Sewer Authority Board of Directors. This term will expire June 30, 2020.
8. **Clerk to the Board - Meeting Minutes**
Approved the May 1, 2017 Budget Workshop Minutes, the May 3, 2017 Budget Workshop Minutes, and the June 5, 2017 Regular Meeting Minutes.
9. **Emergency Services - Ambulance Franchise Agreements**
Reviewed and approved three types of ambulance franchise agreements (Private Ambulance Franchise Agreement, County Assisted Rescue Squads Providing Ambulance Transport and County Assisted Rescue Squads Not Providing Ambulance Transport).
10. **Finance - Fire Department Standard Assurances**
Approved the Fiscal Year 2017-18 Standard Assurances between County and Fire Department/Towns.
11. **Finance - Fiscal Items**
Approved Budget Amendments, Capital Ordinances and Fiscal Items of a routine nature presented on the consent agenda.
 - **Town Creek Park Close Budget Amendment**
Approved the budget amendment to close the Town Creek Park Project and transfer \$128,496 to the County Capital Reserve undesignated funds.
 - **District 2 Senior Center Close Budget Amendment**

Approved the budget amendment to close the District 2 Senior Center project and transfer \$22,317 County Capital Reserve undesignated funds.

- **Department of Health and Human Services Pregnancy Care Management Budget Amendment**

Approved the budget amendment to appropriate \$12,000 of Medicaid (TXIX) funds for the Pregnancy Care Management program. This program is required to have a multi-discipline staff which includes care managers and registered nurses in order to offer a complete care approach for clients. Health Services is utilizing per diem nursing staff to meet the State program requirements and this funding will be utilized to pay the per diem nurses a capitated amount through the end of June 30, 2017.

- **Department of Health and Human Services Medical Nutrition**

Appropriated \$223 of additional Medicaid and Clinic Fees for the Medical Nutrition Program. The funds will be utilized to supplement salary and fringe line items for anticipated expenditures through fiscal year end.

- **Department of Health and Human Services Communicable Disease**

Appropriated \$2,150 of additional State Restricted funds for the Communicable Disease program to implement additional screening procedures to test for specific transmittable diseases and for any prescription medications and medical supplies that are distributed to clients with certain conditions based upon the state recommendations.

- **Building Inspection Fees Budget Amendment**

Appropriated \$114,800 of Building Permit revenue for Code Administration salary, fringe, and operating expenditures associated with growth of new construction within the County.

- **Sheriff's Office Revenues Budget Amendment**

Appropriated Restricted Revenues of \$39,455 and insurance proceeds of \$11,926 for repair and maintenance vehicles, Dare Camp, NC Concealed Weapons Fees, and Project Lifesaver.

- **NC Education Lottery Application**

Authorized the Chairman to execute the signed North Carolina Education Lottery Application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding application for debt payment/bond payment in the amount of \$800,000 for FY17-18.

- **Water Fund Professional Services Budget Amendment**

Appropriated \$25,000 in water irrigation sales for a consultant to assist in the technical issues with water treatment.

- **Sewer Fund Infrastructure Project Budget Amendment**

Appropriated \$115,000 sewer tap and retail sales for NCDOT project at Ocean Isle Beach to replace a portion of a failing sewer force main and appropriate \$300,000 in capital recovery fees for year-end transfer within the sewer fund as needed to prevent a statutory budget exception.

- **Financial Reports for May 2017 (unaudited)**

Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at: <http://www.brunswickcountync.gov/finance/reports/>.

12. **Health and Human Services - Health Services - Child Fatality Prevention Team Annual Report**
Received the Brunswick County Child Fatality Prevention Team Annual Report.
13. **Health and Human Services - Social Services - Medicaid Transportation Contracts for FY 2017-18**
Reviewed and approved the Social Services Medicaid Transportation contracts for FY 2017-18.
14. **Health and Human Services - Social Services - Non-Profit Contracts for FY 2017-18**
Reviewed and approved renewal contracts between Brunswick County and the non-profit agencies Brunswick Family Assistance, Coastal Horizon Center, Hope Harbor Home, and Providence Home, which assist in the delivery of services for Social Services.
15. **MIS - Electronic Records & Imaging Policy**
Approved a revised Electronic Records & Imaging Policy.
16. **Operation Services - Tennis Court Improvement**
Approved resurfacing of the tennis courts at Northwest Park and adding pickle ball lines.
17. **Planning - Resolution Requesting Installation of Traffic Signal**
Approved a resolution requesting installation of a traffic signal at the intersection of Lanvale Road and Old Fayetteville Road.
18. **Superior Court Judge's Office - Memorandum of Agreement with NC Administrative Office of the Courts**
Approved the annual renewal of the Memorandum of Agreement between Brunswick County, Judge Ola M. Lewis, and the North Carolina Office of the Courts for the Trial Court Coordinator State Employee Position and related operating costs associated with the position in the amount of \$98,938.
19. **Tax - June 2017 MV Discovery Valuation & Levy for May 2017**
Approved the June 2017 motor vehicle valuation and levy discoveries created in May 2017.
20. **Tax - June 2017 Releases**
Approved the June 2017 tax releases.
21. **Utilities - U.S. Geological Survey Joint Funding Agreement**
Approved the Joint Funding Agreement with the U.S. Geological Survey for continued monitoring of groundwater levels in Brunswick County.

VII. ADMINISTRATIVE REPORT

1. **Administration - City of Southport Sewer Service Agreement (Ann Hardy, County Manager)**
Request that the Board of Commissioners approve the Sewer Service Agreement with the City of Southport.

County Manager Hardy explained that the County has been working with Southport for many years as a lease participant in the West Brunswick Regional Wastewater Reclamation System,

with the end goal that they would become a full participant in the system. Mrs. Hardy noted that the Sewer Service Agreement has been provided to the City of Southport for consideration, and if approved, would make them a partner in the West Brunswick Regional system. Mrs. Hardy gave a brief PowerPoint presentation and reviewed the terms of the agreement.

Vice-Chairman Thompson moved to approve the Sewer Service Agreement with the City of Southport. The vote of approval was unanimous.

2. **Administration - Moody's Bond Rating (Ann Hardy, County Manager)**

Request that the Board of Commissioners receive information about Moody's Investors Services' affirmation of Brunswick County's Aa2 bond rating.

County Manager Hardy explained that the County went through a surveillance rating with Moody's Investors Services. They have confirmed the rating on the County's general obligation debt due to the County's historically solid financial position and conservative fiscal management. They also noted that the County's debt burden was below average.

The Board of Commissioners received the information and thanked the staff for their hard work.

3. **Administration – Commissioners' Goals FY 2017-18 (Ann Hardy, County Manager)**

Request that the Board of Commissioners review and consider approval of the Commissioners' Goals for FY 2017-18.

County Manager Hardy reviewed the suggested changes to the Board of Commissioners' short and long-term goals.

Commissioner Forte moved to approve the Commissioners' Goals for FY 2017-18 as presented. The vote of approval was unanimous.

4. **Emergency Services - Creation of the Brunswick County Fire Commission (Brian Watts, Director of Emergency Services)**

Request that the Board of Commissioners establish the Brunswick County Fire Commission based on the proposed, mission, roles, and membership of the Commission.

Brian Watts, Emergency Services Director, explained that, on May 3, 2017, staff was directed by the Board of Commissioners to form a Fire Commission. Mr. Watts reviewed a proposal to carry out the directive of the Board. The presentation included a review of the mission, roles, and membership of the Fire Commission. All members will be appointed by the Board of County Commissioners and serve an initial two-year term. Fire department and municipal membership will be based on a rotation. Membership will include two County Commissioners, one fire chief from each Commissioner's district, the president of the Brunswick County Fire Chief's Association, one public citizen from each Commissioner's district, one public citizen at large, one Mayor or Mayor Pro Tem from a municipality in each Commissioner's district, and the County Emergency Services Director as a non-voting member, for a total of twenty members. Mr. Watts also reviewed the rotation of the municipal Fire Chief and Mayor or Mayor Pro Tem for each Commissioner's district.

Mr. Watts recommended that the Commissioners establish the Fire Commission, to include the mission, roles and membership; direct staff to make contact with Fire Department and Municipal members of the Commission; and begin the process of appointing citizen

representatives to the Fire Commission in July and August 2017. He also requested Board approval to explore the possibility of obtaining a consultant to help with the organization and initial operation of the Commission.

Chairman Williams moved to approve the recommendation to establish the Fire Commission with the addition of wording regarding membership, to state that citizen representatives are required to live in Brunswick County and shall not be a member of any fire department or board of directors in Brunswick County; to begin the process of appointing citizen representatives to the Fire Commission in July and August 2017; and to direct staff to begin the process of identifying a consultant to assist with the organization and initial operation of the Commission.

Following a brief discussion, Chairman Williams amended his motion to include additional wording with regard to membership, to ensure that two representatives from the same department would not be serving at the same time.

The Chairman called the question. The vote of approval was unanimous.

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

1. Deputy County Manager Steve Stone gave an update on the status of H443 (Brunswick County Fire Fee Amendment). H443 was approved by the House of Representatives last week. It has moved to the Senate and will be in front of the Senate State and Local Government Committee tomorrow. Mr. Stone informed the Board that the omitted wording would be included.
2. Chairman Williams informed the Board that he had received information from Joanna Reese, North Carolina Association of County Commissioners, indicating that the budget included an increase in lottery funds for school construction.
3. Commissioner Sykes inquired about the Parks & Recreation Advisory Board discussion. It was the consensus of the Board to include the discussion at the Routine Business & Agenda Setting Meeting scheduled for July 10, 2017.

IX. ADJOURNMENT

Commissioner Cooke moved to adjourn the Regular Meeting at 7:25 p.m. The vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, Clerk to the Board

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
ROUTINE BUSINESS AND AGENDA SETTING MEETING
JULY 10, 2017
3:00 P.M.**

The Brunswick County Board of Commissioners held a Routine Business and Agenda Setting Meeting on the above date at 3:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center Bolivia, North Carolina.

PRESENT: Commissioner Frank Williams, Chairman
 Commissioner Randy Thompson, Vice-Chairman
 Commissioner J. Martin Cooke
 Commissioner Pat Sykes
 Commissioner Mike Forte

STAFF: Ann Hardy, County Manager
 Steve Stone, Deputy County Manager
 Bob Shaver, County Attorney
 Andrea White, Clerk to the Board
 Julie Miller, Finance Director
 Amanda Hutcheson, PIO
 Cpt. Mark Trull, Sheriff's Office

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's Office.

I. CALL TO ORDER

Chairman Williams called the Routine Business and Agenda Setting Meeting to order at 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Chairman Williams gave the Invocation and led the attendees in the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked if there were any adjustments to the agenda. There were no changes.

Commissioner Forte moved to approve the agenda as written. The vote of approval was unanimous.

IV. ADMINISTRATIVE REPORT

1. **Administration - Economic Development Organizational Structure (Ann Hardy, County Manager, Mike Hargett, Director of Economic Development & Planning)**
Request that the Board of Commissioners approve the structure of a proposed economic development organization and authorize the County Manager and County Attorney to develop the related documents, including an agreement for services and funding.

Ann Hardy, County Manager, explained that the County has been reviewing the best way to organize Economic Development. The Economic Development Foundation offered to bring in a consultant to look at various models in North Carolina to assist the County in

consolidating and strengthening its ability to recruit into the County. A proposed structure has been developed and is presented for the Board's consideration.

Vice-Chairman Thompson moved to approve the organizational structure and authorize the County Manager and County Attorney to develop the related documents as requested. The vote of approval was unanimous.

2. **Planning - Information on Solar Facilities (Mike Hargett, Director of Planning & Economic Development)**

Request that the Board of Commissioners receive information from staff regarding current solar facility regulations and provide direction regarding a future presentation.

Mike Hargett, Director of Planning & Economic Development, presented information related to solar farms in the unincorporated areas of the county.

Following discussion, the Board requested additional information on the requirement of a bond for the cleanup of abandoned solar farms, decommissioning procedures, wind resistance ratings, and limits on the size and number of solar farms allowed in the county. Additional concerns were expressed related to proper zoning and environmental safety. The Board also requested that a copy of all White Papers mentioned in the presentation be provided to the Board.

3. **Administration - Credit Card and Other Type of Electronic Payment Processing (Ann Hardy, County Manager)**

Request that the Board of Commissioner receive information on credit card and other electronic payment processing and provide direction to staff.

County Manager Hardy explained that this item was the result of allowing online building permit applications. Certain amounts being charged were higher than that credit card vendor felt comfortable with for the fees that were previously negotiated. Currently, the County passes along debit/credit card convenience fees to the customer using that form of payment. There is no fee for customers using an electronic check or written check. Mrs. Hardy presented detailed information to the Board and requested direction on whether the County should continue with the current practice of passing along the convenience fees to customers, or absorb convenience fees.

Following discussion, it was the consensus of the Board to continue with current practices.

At the Board's request, Mr. Cameron Moore, Home Builders Association, provided comments regarding this topic. Mr. Moore explained that the County has done an exceptional job with efficient permitting, noting that while there are many payment options, consumers will navigate through them to choose the best way for their business model. Convenience fees are to be expected for efficiency.

4. **Administration - NCACC Voting Delegate (Ann Hardy, County Manager)**

Request that the Board of Commissioners designate one voting delegate to represent Brunswick County at the NCACC Annual Conference in Durham County.

County Manager Hardy explained that the 110th Annual Conference will be held in Durham County, August 10-12, 2017. During the business session on Saturday, August 12, each

county will be entitled to one vote on items that come before the membership. Each county is asked to designate one voting delegate prior to the Annual Conference.

Vice-Chairman Thompson moved to designate Chairman Williams as the NCACC Voting Delegate for the upcoming Annual Conference. The vote of approval was unanimous.

5. **Administration - S&A Communications - (Ann Hardy, County Manager)**

Request that the Board of Commissioners approve a proposal from S&A Communications to provide services related to public and media communications.

County Manager Hardy explained that the County became aware of GenX possibly being in the County's water supply approximately five weeks ago. Staff has been working to receive as much information as possible and provide that information to the public. Staff has determined that assistance is needed to ensure that the public is being provided with timely, quality, and accurate information about the water supply. S&A Communications has provided a proposal to assist the County in providing information to the public at a not-to-exceed amount of \$25,000 through December 31, 2017.

Commissioner Sykes moved to approve the proposal with S&A Communications as presented. The vote of approval was unanimous.

6. **Administration - Parks & Recreation Advisory Board Recommendation (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider staff recommendation for the Parks and Recreation Board.

Steve Stone, Deputy County Manager, explained that the Board recently reviewed a number of recommendations with regard to advisory boards. The Parks & Recreation Advisory Board was deferred until a later date. Staff met with the Chairman of the group and it was the consensus that that Advisory Board does provide valuable input into program planning and policy development; however, it was the consensus that the Advisory Board should no longer participate in the annual capital project prioritization process. The Advisory Board would continue to provide input during the long-range master facilities planning. In addition, the Parks & Recreation Trust Fund Application Scoring awards two points out of 100 if the application has been endorsed by an advisory group.

Commissioner Sykes moved to dissolve the Parks & Recreation Advisory Board. The motion failed 2 to 3. (Ayes – Commissioner Sykes, Commissioner Cooke. Nays – Chairman Williams, Vice-Chairman Thompson, Commissioner Forte.)

Chairman Williams moved to approve the recommendation of staff to retain the Parks & Recreation Advisory Board without participation in the annual capital project prioritization process.

Following discussion, Chairman Williams called the question. The motion passed 4 to 1. (Ayes – Chairman Williams, Vice-Chairman Thompson, Commissioner Forte, Commissioner Cooke. Nays – Commissioner Sykes.)

Chairman Williams recessed the meeting at 4:19 for a break.

Chairman Williams called the meeting back to order at 4:26 p.m.

7. **Administration - Establish Agenda for Commissioners' Regular Meeting of July 17, 2017 (Ann Hardy, County Manager)**

Request that the Board of Commissioners establish the agenda for the July 17, 2017 Regular Meeting.

County Manager Hardy reviewed the draft agenda for the July 17, 2017 Regular meeting.

The Board directed staff to invite Mayor Willis, Town of Navassa, to attend the presentation of Item VI-1 *Administration – Proclamation Declaring Gullah/Geechee Nation Appreciation Week* if his schedule allows, as he is involved with the Gullah/Geechee Cultural Heritage Corridor Commission.

A brief discussion was held regarding item VI-2 *Administration – Town of Shallotte – Waterfront Development Project Presentation*. No action was taken.

It was the consensus of the Board to move item VII-3 *Operation Services – Building A HVAC Replacement Contract* to the Consent Agenda.

A brief discussion was held regarding the cemetery located on the Smithville Park property. No action was taken.

It was the consensus of the Board to include an update on the Ocean Isle Beach Park to item VII-4 *Parks & Recreation – Smithville Park Future Development*.

V. **OTHER BUSINESS/INFORMAL DISCUSSION**

- A brief discussion was held regarding the timeframe for making appointments to the Economic Development organization. It was the consensus of the Board to make those appointments during the month of August.
- The Board requested an update on the Caw Caw project prior to August.

VI. **ADJOURNMENT**

Commissioner Cooke moved to adjourn the Agenda Meeting at 4:59 p.m. The vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 5.

Emergency Services - 2017 Tier II Grant

From:

Brian Watts

Issue/Action Requested:

Request that the Board of Commissioners approve the receipt of funds and authorize the Emergency Services Director and the Finance Director to sign the attached 2017 Tier II Grant Memorandum of Agreement (MOA) and associated cost reports.

Background/Purpose of Request:

The Brunswick County Emergency Management Office has been awarded a 2017 Tier II Grant in the amount of \$1,000.00 to be used by the county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training and related exercises. No application was submitted to receive these funds; this grant is automatically awarded to all active North Carolina LEPCs.

The funds associated with this grant will assist the LEPC in support of emergency response planning, training and related exercises as mandated in NC General Statute 166A-29.1. Pursuant to the attached MOA, NC Department of Public Safety will reimburse Brunswick County for expenditures after submission of cost report, detailed invoices, and proof of payment for eligible expenses

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment is to appropriate State Revenue Restricted \$1,000 for the 2017 MC Tier II grant.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the receipt of funds and authorize the Emergency Services Director and the Finance Director to sign the attached 2017 Tier II Grant Memorandum of Agreement (MOA) and associated cost reports.

ATTACHMENTS:

Description

- Emergency Services-FY2017-2018 Tier II Grant
- 070717 Budget Amendment 2017 NC Tier II Grant.pdf



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik Hooks, Secretary

Michael A. Sprayberry, Director

June 30, 2017
NORTH CAROLINA TIER II GRANT

Fiscal Year 2017
Grant #: TIER II-2017

SUB AWARD NOTIFICATION

Name: Ann Hardy
Sub-recipient: Brunswick County
Address: 3325 Old Ocean Highway
Address: Bolivia, NC 28422

Period of Performance: 1/1/2017 to 12/31/2017
Project Title(s): LEPC Non- Competitive Grant
Total Amount of Award: \$1000.00
MOA#: T2-2017-MOA1714

I am pleased to inform you that your county has been awarded a 2017 Tier II Non-Competitive Grant in the amount of \$1000.00

These funds are to be used by your county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. Attached is a Memorandum of Agreement (MOA) which must be signed and returned to North Carolina Emergency Management (this can be completed online via DocuSign).

Only one recipient signatory is required, the remaining lines are there for your convenience should your county have internal policies that require multiple signatories.

If you have any questions or need further assistance please contact:

NCEMGrants1@ncdps.gov
North Carolina Emergency Management
Mail: 4105 Reedy Creek Drive, Raleigh, NC 27607
Phone: (919) 825-2332

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4105 Reedy Creek Drive
Raleigh NC 27607
www.readync.org
www.ncdps.gov



An Equal Opportunity employer

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NORTH CAROLINA TIER II GRANT

Fiscal Year 2017

Grant Award #: TIER II-2017

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient:

Brunswick County
Tax ID/EIN #: 56-6000278
DUNS#: 091571349

MOA #: T2-2017-MOA1714
DPS Fund Code: 1506-8064-536902

MOA Amount: \$1000.00
MOA Period of Performance 1/1/2017 to 12/31/2017

1. **PURPOSE:** This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. Please see Attachment 1 for a detailed scope of work.
2. **AUTHORITY:** In accordance with the provisions of North Carolina General Statute §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.
3. **COMPENSATION:** The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses; these documents must be submitted no later than January 31, 2018. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.
4. **CONDITIONS:** The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in North Carolina General Statute § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
 - B. Support regional LEPC meetings and collaboration
 - C. Enhance LEPC outreach efforts or produce promotional materials
 - D. Host or support local and regional LEPC conferences
 - E. Create or update hazardous material emergency response plans
 - F. Support local or regional hazardous materials response exercises
 - G. Support purchases of equipment necessary to support the LEPC and its mission
 - i. Purchases of equipment must be pre-approved in writing by the NCEM EPCRA Coordinator
 - H. Support hazardous material risk assessments currently being conducted by North Carolina Emergency Management
 - I. Under no circumstances are the following items eligible for funding under this grant:
 - i. Salaries or benefits for any employee
 - ii. Drone aircraft or unmanned aerial vehicles
 - iii. Support for programs not focused on hazardous materials preparedness
5. **REGULATION:** The funds awarded under this grant must be used in compliance with all applicable state and federal laws governing their use to include compliance with North Carolina General Statute §143C-6-23 and 09 NCAC 03M. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
6. **TAXES:** Recipient shall be responsible for all taxes.
7. **WARRANTY:** As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
8. **POINTS OF CONTACT:** To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Planning & Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the person designated by the Sub-Recipient.

9. **PUBLIC RECORD ACCESS:** This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
10. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
11. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
12. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
13. **COMPLIANCE:** Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.
14. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
15. **MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.
16. **TERMINATION:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2017. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable NCEM EPCRA Grant Adjustment Notice.
17. **EXECUTION AND EFFECTIVE DATE:** This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2017. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.
18. **CERTIFICATION OF ELIGIBILITY--Under the Iran Divestment Act**
Pursuant to North Carolina General Statute §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute§ 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, North Carolina General Statutes § 147-86.55 et seq.* requires that each

vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For Questions about the Department of State Treasurer's Iran Divestment Policy, please direct question to (919) 814-3852.

In Process

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2017.

**N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

DocuSigned by:
Michael A. Sprayberry

**Michael A. Sprayberry, Director
North Carolina Emergency Management**

**BRUNSWICK COUNTY
3325 OLD OCEAN HIGHWAY
BOLIVIA, NC 28422**

APPROVED AS TO PROCEDURES

DocuSigned by:
William Polk

**William Polk, Assistant General Counsel
Reviewed for the Department Of Public
Safety, by William Polk, DPS Assistant
General Counsel, to fulfill the purposes of the
North Carolina Tier II Grant Program**

**James J. Cherokee, Controller
North Carolina Department of Public Safety**

**Erik A. Hooks, Secretary
North Carolina Department of Public Safety**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2017 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.

Attachment 1

Tier II Grants: Allowable Expenditures

The Tier II grants that awarded may provide Local Emergency Planning Committees funding and more options to expand the scope of their hazardous materials emergency preparedness programs though response planning, training and related exercises.

All active LEPCs were each awarded competitive and/or noncompetitive grant funds from the hazardous materials facility fees collected during the Tier II reporting period. The grants are to be used for hazardous materials emergency response planning, training and related exercises, with some conditions and limitations.

The funds awarded under this grant must only be used by your county or regional LEPC and must fall under one or more of the following categories:

1. Supporting costs incurred facilitating LEPC meetings;
 - E.g. printing, general office supplies, food and non-alcoholic beverages
2. Supporting regional LEPC meetings and collaboration;
3. Enhancing LEPC outreach efforts or produce promotional materials;
4. Hosting or supporting local and regional LEPC conferences;
5. Creating or updating hazardous material emergency response plans;
6. Supporting local or regional hazardous materials response exercises;
7. Supporting purchases of equipment necessary to support the LEPC and its mission; or
8. Supporting hazardous material risk assessments currently being conducted by North Carolina Emergency Management.
9. Subscription- HazMat Related website.(ex: MSDS online, Chemtrac)**

**For approved list of eligible subscriptions contact EPCRA coordinator prior to purchase of subscription. NCEPCRA@ncdps.gov

Tier II grants may not be used for salaries or benefits for any employee; drone aircraft or unmanned aerial vehicles; items intended as gifts; or support for programs not focused on hazardous materials preparedness.

All equipment purchases must have prior approval.

LEPCs have until December 31 to spend these funds. All requests for reimbursement must include a cost report, Invoices, and proof of payment. This must be completed and submitted to NCEM no later than January 31. LEPCs with questions about the Tier II grant should contact Callion Maddox 919-825-2332.

Request Info	
Type	Budget Amendment
Description	2017 NC Tier II Grant
Justification	Board Meeting 07/17/2017 - Appropriate \$1,000 of state revenue restricted for the 2017 NC Tier II MOA/Grant provided by NC DPS. Funds are to be used by county's Local Emergency Planning Committee (LEPC) for hazardous material emergency response planning, training and related exercises. Period of Performance is 1/1/17 - 12/31/17.
Originator	Christina Kennedy

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104330	332106	Emergency Services	State Rev-NC Tier II Grant	1000	Increase	Credit
104330	449826	Emergency Services	NC Tier II Grant	1000	Increase	Debit

Total	
Grand Total:	2000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 6.

From: Engineering - FY16 Enterprise Water Mains - Contract A: Apollo
Wm. L. Pinnix, P.E. - Engineering Director Street - Contractor Final Deductive Change Order

Issue/Action Requested:

Request that the Board of Commissioners approve the deductive final adjusting change order in the amount of (\$10,000) with Hickman Utilities, Inc., for Contract A: Apollo Street water main as part of the FY16 Enterprise Water Main Top (7) & Apollo Street project.

Background/Purpose of Request:

The FY16 Enterprise Water Main Top (7) & Apollo Street project was designed and fully permitted as one project but designed to be completed in four phases beginning with FY2016-17. Contract A was the Apollo Street water main.

The Apollo Street water main work is complete and the main is in service. The original contract price with Hickman Utilities was \$130,919.54. This deductive final adjusting change order returns the unused construction change order contingency allowance of \$10,000, thereby making the final adjusted contract price \$120,919.54.

Staff recommends Board approval of the deductive change order and the final adjusted contract price of \$120,919.54.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the deductive final adjusting change order in the amount of (\$10,000) with Hickman Utilities, Inc., for Contract A: Apollo Street water main as part of the FY16 Enterprise Water Main Top (7) & Apollo Street project.

ATTACHMENTS:

Description

- ❑ FY16 EWM Top (7)_Apollo Street)_Hickman FACO
- ❑ Apollo Street _ GIS
- ❑ FY16 EWM Top (7) _ Apollo Street _ PWSS Approval

RECEIVED
6/29/17
B.C. ENG. DEPT.

BRUNSWICK COUNTY
CHANGE ORDER NO. 1

PROJECT: FY16 Water System Improvement
ORIG. TIME OF COMP. 90
ORIG. DATE OF COMP. June 26, 2017
CAUSE CODE:

FOR BC USE ONLY

<input type="checkbox"/>	OR Owner Request
<input type="checkbox"/>	CR Contractor Request
<input type="checkbox"/>	DR Designer Request
<input type="checkbox"/>	CC Concealed Condition
<input type="checkbox"/>	DE Design Error
<input type="checkbox"/>	DO Design Omission
<input type="checkbox"/>	SC Schedule Change
<input checked="" type="checkbox"/>	OT Other (Final Adjusting)

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is (are) authorized for the change in Contract amount herein set forth: (Description of change order with detailed breakdown attached)
Deduct Item #22 – Change Order Allowance in the amount of \$10,000.00 from the Contract

The Time of Completion including previous orders is 90 calendar days and shall be (increased) (decreased) (unchanged) by 0 calendar days by this change order for a revised Contract date of completion of N/A.
(Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

TOTALS

1. Original Contract Amount					130,919.54
2. Amount of Previous Orders	ADD	\$0	Deduct	\$0	
3. Amount of This Order:	ADD	\$	Deduct	\$10,000	
4. Total additions lines 2 & 3		\$0	Minus Total Deducts:	\$10,000	\$10,000

(Line 4 shall show the net amount to be added or [deducted] from the original Contract amount.)

5. Revised Contract Total Amount 120,919.54

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Hickman Utilities, Inc. By: John R. Hickman 6/22/17
(Contractor) (Date)

East Coast Engineering & Surveying, PC By: John R. Hickman - Proj. Manager 6/22/17
(Designer) (Date)

Brunswick County By: William R. King, P.E. 7/3/2017
(Owner) County Engineer (Date)

By: _____ (Date)
(County Commissioners)



HYD-1772

HYD-1783

HYD-1782

HYD-1771

STANBURY RD SW

APOLLO ST SW

ELLIS RD SW

RAY ST SW

Project Detail

Serial No: 16-00817 **Received:** 9/20/2016 **Project Type:** DISTRIBUTION EXTENSION
Water System No.: NC0410045 **County:** BRUNSWICK
Water System Name: BRUNSWICK COUNTY WATER SYSTEM
Description: BRUNSWICK CO. FY16 WTR SYS IMPROVEMENT PROJECTS

Contacts

Applicant Name: Ann Hardy, County Manager **Engineer Name:**
Reviewer Name: Quant, Lindsay (former employee, contact shashi.bhatta@ncdenr.gov)

Events

<u>Event</u>	<u>Event Date</u>	<u>Comments</u>
partial engineer's certification	06/22/2017	partial eng cert 12656 ok per smb - water main along Apollo Street (SR 1124)
partial engineer's certification	06/22/2017	12656 - water main along Apollo Street (SR 1124)..smb
partial final approval	06/22/2017	water main along Apollo Street (SR 1124)
applicant's certification	06/21/2017	partial app cert - apollo street; partial eng cert under review by smb
authorization to construct	10/18/2016	LAQ
approval mailed	10/18/2016	JA
project approval	10/18/2016	LAQ



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 7.

Finance - Fiscal Items

From:

Julie A. Miller

Issue/Action Requested:

Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.

-Brunswick Housing Opportunities Budget Amendment

Transfer \$50,000 for Brunswick Housing Opportunities contract services approved from Health Services to the Department of Social Services.

-District 1 Senior Center Budget Amendment

Appropriate \$20,000 of miscellaneous revenue for use in the District 1 Senior Center Project (Calabash) to set up the florist in the temporary building during construction.

-Code Administration New Position Budget Amendment

Appropriate Building Permits Revenue \$56,118 to fund a new inspector salary and benefits in Code Administration for the increase in inspections and better manage workloads and customer service.

-Sheriff's Plan Phase 2 and 3 Budget Amendment

Appropriate reserve funds of \$720,283 set aside for the initial capital and operating cost associated with phase 2 and 3 of the Sheriff's plan for additional deputies.

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.

ATTACHMENTS:

Description

- ▣ 170717 Budget Amendment Brunswick Housing Opportunities DSS
- ▣ 170717 Budget Amendment Brunswick Housing Opportunities Transfer
- ▣ 170717 Budget Amendment Brunswick Housing Opportunities Health
- ▣ 170717 CPO District 1 Senior Center Calabash
- ▣ 170717 Budget Amendment District 1 Senior Center Miscellaneous Revenues
- ▣ 170717 Budget Amendment Code Administration New Position
- ▣ 170717 Budget Amendment Sheriff's Plan Phase 2 and 3

Request Info	
Type	Budget Amendment
Description	Brunswick Housing Opp DSS
Justification	Board Meeting 07/17/2017-Transfer Brunswick Housing Opportunities Budget from Health Services to the Department of Social Services.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
145310	439920	DSS-Administration	Con. Svcs-Bruns Housing Opport	50000	Increase	Debit	
149800	398110	Interfund Trans Social Service	Trans Frm General Fund	50000	Increase	Credit	

Total	
Grand Total:	100000

Request Info	
Type	Budget Amendment
Description	Brunswick Housing Opp Transfer
Justification	Board Meeting 07/17/2017-Transfer Brunswick Housing Opportunities Budget from Health Services to the Department of Social Services.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
109800	498014	Interfund Trans General Fund	Trans To Social Services	50000	Increase	Debit	
109800	498013	Interfund Trans General Fund	Trans To Health	-50000	Decrease	Credit	

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Brunswick Housing Opp Health
Justification	Board Meeting 07/17/2017-Transfer Brunswick Housing Opportunities Budget from Health Services to the Department of Social Services.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
139800	398110	Interfund Transfer Health	Trans Frm General Fund	-50000	Decrease	Debit
135156	465106	Community Health Promotion	Affordable Housing Assistance	-50000	Decrease	Credit

Total	
Grand Total:	-100000

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
District 1 Senior Center-Calabash
(438203)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Capital Projects Fund:

County Capital Projects Fund:

Revenues:

Miscellaneous Revenues	20,000
Transfer from General Fund	<u>2,207,000</u>
Total County Capital Project Revenues	\$ 2,227,000

Expenditures:

Capital Outlay Buildings	114,113
Arch/Eng/Legal	132,817
Construction	1,372,000
Land	<u>588,070</u>
Total County Capital Project Expenditures	\$ 2,207,000

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$ 2,207,000
----------------------------	--------------

Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 2,207,000
--------------------------------------	--------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 17, 2017 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Miscellaneous Revenues
Justification	Board Meeting 07/17/2017-Appropriate \$20,000 of miscellaneous revenue for use in the District 1 Senior Center Project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438203	383900	District 1 Senior Center	Miscellaneous Revenues	20000	Increase	Credit
438203	464002	District 1 Senior Center	Construction	20000	Increase	Debit

Total	
Grand Total:	40000

Request Info	
Type	Budget Amendment
Description	New Position
Justification	Board Meeting 07/17/2017-Appropriate building permits revenue of \$56,118 for a new inspector position.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104350	334300	Code Administration	Building Permits	56118	Increase	Credit
104350	412100	Code Administration	Salary and Wages-Regular	38871	Increase	Debit
104350	418100	Code Administration	FICA	2975	Increase	Debit
104350	418200	Code Administration	Retirement	4882	Increase	Debit
104350	418300	Code Administration	Health Insurance	9162	Increase	Debit
104350	418400	Code Administration	Disability and Long-Term Ins	128	Increase	Debit
104350	418306	Code Administration	Life Insurance	100	Increase	Debit

Total	
Grand Total:	112236

Request Info	
Type	Budget Amendment
Description	Sheriff's Plan Phase 2 and 3
Justification	Board Meeting 07/17/2017-Appropriate reserve funds set aside for phase 2 and 3 of the Sheriff's plan for additional deputies.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
100000	399100	General Revenues	Fund Balance Appropriated	495198	Increase	Credit	
104310	421200	Sheriff's Office	Uniforms	26100	Increase	Debit	
104310	426100	Sheriff's Office	Equipment Less Than \$500	51696	Increase	Debit	
104310	426200	Sheriff's Office	Operating Equip \$500 - \$4 999	57540	Increase	Debit	
104310	432100	Sheriff's Office	Telephone	7100	Increase	Debit	
104310	444000	Sheriff's Office	Service and Maint Contracts	36807	Increase	Debit	
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	257160	Increase	Debit	
104310	455000	Sheriff's Office	Cap Outlay-Equipment	58795	Increase	Debit	
100000	399100	General Revenues	Fund Balance Appropriated	225085	Increase	Credit	
104290	465221	Non-Departmental	Reserve-Sheriff Capital Plan	225085	Increase	Debit	

Total	
Grand Total:	1440566



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
David Stanley

Action Item # V. - 8.

Health and Human Services - Health Services - Contract for
School Nursing

Issue/Action Requested:

Request that the Board of Commissioners approve the FY 2017-2018 contract with Brunswick County Schools for funding school nurses utilizing State-restricted funds.

Background/Purpose of Request:

Health and Human Services has been designated by the State as a fiduciary agency to distribute funding in the amount of \$150,000.00 to fund nursing staff in Brunswick County schools. The funding is intended to employ three school nurses and improve the nurse-to-student ratio within Brunswick County Schools. As fiduciary, the State requires a contract agreement between the agencies that describes the funding and how it may be utilized. The contract agreement has been in place for several years. Funding has been approved in the FY 2017-2018 budget.

Staff recommends approval of the contract.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the FY 2017-2018 contract with Brunswick County Schools for funding school nurses utilizing State-restricted funds.

ATTACHMENTS:

Description

- Contract-School Nurses-FY17-18

Contract for School Nursing Services

Between the

County of Brunswick and Brunswick County Schools
(LEA or hospital legal name)

August 1, 2017 – May 31, 2018

This agreement between the Brunswick County Health Department, hereinafter referred to as the "Department" and the Brunswick County Schools, hereinafter referred to as the "School" or "Hospital" is entered into for the purpose of providing school nursing services to the students of the Brunswick County School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Brunswick County Schools and

Whereas both the Department and Brunswick County Schools mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

Whereas both the Department and Brunswick County Schools mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and Brunswick County Schools mutually agree to continue providing school nursing services as specified in the annually developed 'Memorandum of Agreement between Brunswick County Health Department and Brunswick County Schools,'"

NOW THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Brunswick County Schools agree as follows:

The Department Agrees:

1. To provide funds not to exceed \$150,000.00 to the sub-contractor for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2017-2018 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing Education costs up to \$750 per SNFI position.

ORIGINAL

The Sub – Contractor agrees:

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2017.
2. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse (s) or registered nurse(s) working toward certification to provide school nursing services for the 2017- 2018 school year.
3. To comply with assurances in Attachment I.
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other Allowable costs for the period.
6. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department or the Sub-Contractor.
7. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such an action.
8. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
9. To provide supervision within the Sub-Contractor consistent with the annual Memorandum of Agreement.
10. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of the contract for the contract positions and for all nurses employed directly by the Sub-Contractor but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period August 1, 2017 through May 31, 2018 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon 60 days written notice.

FOR AND ON BEHALF OF


(HEALTH DIRECTOR)

Date: 6/29/17

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

SEE LAST SHEET ATTACHED
(COUNTY FINANCE DIRECTOR)

Date: _____

FOR AND ON BEHALF OF


(SUPERINTENDENT OR SUB-CONTRACTOR CEO)

Date: 6-5-17


(SUB-CONTRACTOR FINANCE OFFICER)

Date: 6/5/17

FOR AND ON BEHALF OF THE COUNTY OF _____

(CHAIR COUNTY COMMISSIONERS)

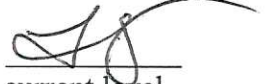
Date: _____

Attachment I**ASSURANCES**

(To be initialed by Superintendent of Local Education Agency or other Sub-Contractor CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

Handwritten initials in black ink, appearing to be 'JL' or similar, written over a horizontal line.

Assure that school nurses will be allowed to participate in required trainings.

Handwritten initials in black ink, appearing to be 'JL' or similar, written over a horizontal line.

Attachment II

Scope of Work

II. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

III. Scope of Work and Deliverables:

The Contractor shall, for approximately 3731 students:

1. Employ 3 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Supply Elementary School	1
Lincoln Elementary School/Leland Middle School	1
Southport Elementary School/South Brunswick High School	1

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
 - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
 - a) Preventing and responding to communicable disease outbreaks;
 - b) Developing and implementing plans for emergency medical assistance for students and staff;
 - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
 - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
 - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
 - f) Assuring that mandated health related activities are completed, i.e. North Carolina Health Assessment Transmittal Form, Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, etc.

AND, as required by HB 200 SL 2011 -145 Section 10.22 (b)—
 School nurses funded by SNFI do not assist in any instructional or
 Administrative duties associated with school's curriculum and do
 perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
 - h) Provide health education to students, staff and parents;
 - i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
 - j) Support healthy food service programs;
 - k) Promote healthy physical education, sports policies, and practices;
 - l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
 - m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
 - n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
 - o) Be available to assist the county health department during a public health emergency.
 (As specified in the attached addendum.)
- B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years of employment as a school nurse in North Carolina.
3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by Jan. 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of the school year.
 4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

As a result of this contract, the following outputs shall be attained:

- 3 nationally certified school nurse(s) or registered nurse(s) to
 Work full time to serve 3731 students.
- An annual Work Plan to provide basic health services.

IV. Performance Measures/Reporting Requirements:

The contractor shall:

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within 4 working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired to this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or 29th Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.

12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above number 7.

Note: No other expenditures are allowable using this allocation.

13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

The short-term and/or interim outcomes of this contract are:

- A. Nurse to student ratio in Brunswick County Schools 1 to 1,045.
- B. Improve access to basic health services for 100% of students served.

V. Performance Monitoring and Quality Assurance:

A. The contractor shall adhere to the following service quality measures for this contract:

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

B. This contract will be monitored according to the following plan:

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of annual work plan regional school nurse consultants will review assurance of deliverables as outlined in the contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program

Approved as to Form



County/Assistant County Attorney

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

By: 

County Finance Officer

6/15/17

Date

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by the authority duly given and in duplicate originals, effective the day and year first above written.

By: 

County Manager

6.15.17

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
David Stanley

Action Item # V. - 9.

Health and Human Services - Health Services - Contracts FY17-18 - New Hope Clinic

Issue/Action Requested:

Request that the Board of Commissioners approve the FY2017-2018 contract with New Hope Clinic, Inc.

Background/Purpose of Request:

New Hope Clinic, Inc. provides clinical and laboratory/diagnostic services to qualified patients who are Brunswick County residents with no medical insurance and household incomes at or below 150% of the federal poverty level. Brunswick County Health Services provides capitated funding to assist with medical services.

Staff recommends approval of the contract to assist with health service delivery for our citizens.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the FY2017-2018 contract with New Hope Clinic, Inc.

ATTACHMENTS:

Description

▣ FY17-18 Contract-New Hope Clinic

New Hope Clinic Inc.

This agreement, made and entered into this 1st day of July, 2017, by, between, and among the County of Brunswick, a political subdivision of the State of North Carolina, a body corporate and politic, Party of the First Part, hereinafter referred to as Brunswick County Health Services and New Hope Clinic, Inc.

WITNESSETH:

That, Whereas, the County, operates the Brunswick County Health Services pursuant to the provisions of Chapter 130A of the General Statutes of North Carolina and Brunswick County Health Services is established with the County of Brunswick as its policy making component; and,

Whereas, the County of Brunswick has agreed to provide limited financial support to the non-profit New Hope Clinic located at 201 W. Boiling Spring Rd. Southport, N.C. a 5013c organization and

WHEREAS, New Hope Clinic has agreed to provide medical services as defined in Schedule A fee and service list.

NOW, THEREFORE, and for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services: New Hope Clinic shall provide medical services as set forth in Schedule A attached hereto and made a part hereof by reference.
2. Term of Agreement: The term of this contract shall be from July 1, 2017 through June 30, 2018. Agreement must be completed and returned to Brunswick County Health Services prior to the date of inception. In lieu of receipt of this agreement by Brunswick County Health Services payments for services may be held until agreement is returned.
3. Payment: The New Hope Clinic will invoice Brunswick County Health Services on a monthly basis for services as provided in attached schedule A. Brunswick County Health Services will render payment once the invoice is received. Contract is capitated at \$75,000.00, as approved by the Brunswick County Commissioners for fiscal year 2017-2018. Invoices must contain a description of services, the date of service, and the number of services provided. Payment will be based on the attached fee schedule.

Independent Contractor. The New Hope Clinic acknowledges that, in entering into this contract and providing services, they are acting as an independent contractor; New Hope Clinic nor its employees, shall be deemed or construed to be employees of Brunswick County Health Services or County of Brunswick.

5. Termination. This Agreement may be terminated at any time by any party, without penalty, provided that written notice of such termination is furnished to the other parties at least thirty (30) days prior to termination.
6. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this Agreement must be in writing signed by both parties.
7. Representation and Warranty. Brunswick County Health Services and New Hope Clinic represent and warrant to each other that they (i) are not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the “Federal health care programs”); (ii) are not convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section by either party shall give the other party the right to terminate this Agreement immediately for cause.

8. HIPAA Requirements. New Hope Clinic agrees to comply with the Health Insurance Portability and Accountability Act of 1996 as described in Schedule C, Business Associate Agreement attached.

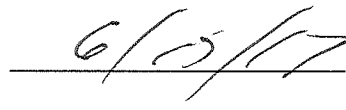
E-VERIFY. Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that contractor named within this document, and the contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify system link: www.uscis.gov

“By signing this contract vendors, contractors, and/or subcontractors affirm they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S 143-6A-4, Iran Divestment Act Certification.”

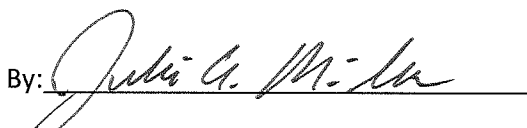
The amount of Brunswick County Health Services financial liability is limited to the amount specifically appropriated for this purpose in the Brunswick County Health Services Fiscal Year 2017 – 2018 budget or the approved amended amount of this appropriation.

Approved as to Form

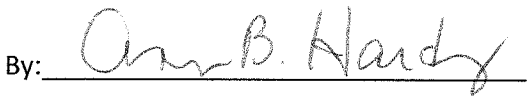

County/Assistant County Attorney


Date

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

By: 
County Finance Officer

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by the authority duly given and in duplicate originals, effective the day and year first above written.

By: 
County Manager

By: _____
County Commissioner (if required)

New Hope Clinic, Inc.

By: [Signature]

Executive Director

NORTH CAROLINA

CML

~~BRUNSWICK COUNTY~~

Forsyth

I, Christopher M. Lineberry, a Notary Public of the State and County aforesaid,
certify that Sheila M. Roberts, personally came before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 9 day of June,
2017.

By: Christopher M. Lineberry

Notary Public

My commission expires:

August 16, 2021



NEW HOPE CLINIC, INC.

201 W. Boiling Spring Rd.
Southport, NC 28461
www.newhopeclinicfree.org



Phone: (910) 845 -5333
Fax: (910) 845 -5366
clinic@newhopeclinicfree.org

New Hope Clinic - Service Fee List

Proposed to Brunswick County Department of Health and Human Services February 14, 2017

Medical Office Visit: Conducted in a clinic setting by an MD, DO, FNP, PA, RN, OD, DC or DPM

Fee: \$6.00 Estimated volume: 3,352 visits per year

Dental Office Visit: Conducted in a clinic setting by a DMD or DDS

Fee: \$6.00 Estimated volume: 328 visits per year

Lab or Diagnostic Test: Includes laboratory tests, x-rays, etc. performed in-house. Treatment procedures (non-diagnostic) performed during office visits will not be counted.

Fee: \$4.00 Estimated volume: 975 tests per year

Pharmacy Service: Includes dispensing prescriptions from in-house pharmacy, prescriptions paid for outside by the agency, or enrolling a patient in a Prescription Assistance Program. A prescription is equal to a 90-day supply, except for antibiotics or other shortcourse medications for treatment of acute illness, and for medications to manage chronic illness until a Prescriptions Assistance Program prescription arrives.

Fee: \$5.00 Estimated volume: 8,183 pharmacy services per year

Education session: Includes classes for diabetes education, smoking cessation, etc. Counseling/education provided during office visits will not be counted. Education sessions are tracked by the number of sessions conducted, and not by the number of persons attending the sessions. Sessions must have more than one attendee.

Fee: \$5.00 Estimated volume: 20 sessions per year

New patients enrolled: A person who is enrolled in the program for the first time, or who is re-enrolling after being out of the program for 12 months or more.

Fee: \$20.00 Estimated volume: 531 new patients enrolled

The individuals receiving these services will be qualified New Hope Clinic patients who are Brunswick County residents with no medical insurance and household incomes at or below 150% of the federal poverty level.

Visits and services reported through this agreement will be provided to individuals free of charge or for a per visit patient contribution not to exceed \$20.

Our Mission: To provide basic medical and dental care, diagnostic services and prescription drugs to low income, uninsured residents of Brunswick County and to enhance the quality of life, while preserving the privacy and dignity of every patient.

SCHEDULE A

Attachment –

Schedule B

The following documentation is to be submitted with the signed contract agreement and is part of the contract.

1. Provide documentation for current status to operate as a non-profit organization. (IRS determination letter)
2. The most recent Form 990 – Return of Organization Exempt From Income Tax as filed with the IRS.
3. A valid medical malpractice liability insurance certificate.
4. Most recent Annual Independent Auditor's report of Annual Reviewed Financial Statement (to be approved by County Finance Officer).

These documents must be presented, along with the contract signed by the vendor, before the contract can be processed through the county finance, legal, and management for execution.

SCHEDULE C

This Agreement is made effective the 1st of July, 2017, by and between Brunswick County Health Services, hereinafter referred to as "Covered Entity", and New Hope Clinic, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to substantially equivalent restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) The disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of North Carolina. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either party has the right to terminate upon written notice to the other party.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
David Stanley

Action Item # V. - 10.

Health and Human Services - Health Services - Preparedness
Coordinator

Issue/Action Requested:

Request that the Board of Commissioners approve and execute the grant-funded preparedness coordinator renewal agreement for FY 2017-2018

Background/Purpose of Request:

Brunswick County, in conjunction with New Hanover and Duplin Counties, shares the cost of a regional Preparedness Coordinator. Funding for this position is through a grant from the United States Department of Homeland Security.

Employing a shared coordinator eliminates the need for each county to have their own coordinator on staff and allows the departments to utilize funding for preparedness exercises, etc. Brunswick County's portion of the position is \$28,099.00 per year which is fully funded with grant funds. There are no county dollars for this position.

Staff recommends approval of the preparedness coordinator renewal agreement.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funding available through grant

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve and execute the grant-funded preparedness coordinator renewal agreement for FY 2017-2018

ATTACHMENTS:

Description

- ▣ Preparedness Coordinator Agreement_FY17-18

MOU regarding Preparedness Resource Sharing Policy – Brunswick, Duplin and New Hanover Counties

INTRODUCTION

The next level of preparedness planning and response becomes more complex as counties move from capacity to capabilities. Achieving capabilities requires more processes, more planning and more partners in the face of shrinking funding. Preparedness is now a core function of public health which must continue to be refined. The natural business model is to utilize economies of scale and to leverage funding streams. The Department of Homeland Security is taking a regional approach to funding. Public health is now considering a regional approach by developing regional planning methods to target capabilities and performance measurements.

MULTIPLE HEALTH DEPARTMENTS

The intent of this policy is to allow for regionalization to occur to complete the required capabilities of the CDC Public Health Preparedness Cooperative Agreement and to assure accountability at all levels. Expectations for the deliverables of the Cooperative Agreement and the Preparedness Agreement Addendum 514 (AA514) may vary year to year as the federal program changes. Updates will be distributed by the Office of Public Health Preparedness and Response (PHP & R). "Preparedness Coordinator (PC)" refers to an individual identified who is the person responsible for fulfilling the planning processes and writing the plans as required by the AA514.

Deliverables by the PC as outlined by AA514 include:

Responsibility	
1.	Coordinate efforts towards completing the gaps that were identified in the February 2017 Capabilities Assessments by: <ol style="list-style-type: none"> Submit semi-annual performance and rubric activities and updates to the NC Disease Event Tracking and Epidemiological Collection Tool (NC DETECT) database no later than 9/3/17 and 2/3/18.
2.	Participate in state and regional planning processes by attending, at minimum <ol style="list-style-type: none"> Not less than 75% of scheduled regional in-person planning meetings in this area The annual Preparedness Symposium
3.	Meet the following Medical Countermeasures (MCM) requirements: <ol style="list-style-type: none"> Complete call down drills, communication platform checks and systems checks as required by the Medical Countermeasures/Operational Readiness Review (MCM ORR) tool. Complete Training and Exercise Planning Workshop (TEPW) and a Multi-Year Training and Exercise Plan (MYTEP), as well as trainings and exercises with After Action Reports and Corrective Action Plans per Homeland Security Exercise Evaluation Plan (HSEEP) guidance as required by the MCM ORR tool. Submit the MYTEP, the After Action Reports, and the Corrective Action Plans by April 13, 2018 to the PHP&R regional planner. Attend annual MCM ORR review meeting Provide updates/data for each Point of Dispensing/Local Receiving Site (POD/LRS) location, hospital information sheets, and other documents as requested.

Responsibility	
4.	Maintain preparedness and response activities by: <ul style="list-style-type: none"> a. Maintaining a system to receive reports of communicable diseases or other public health threats on a 24-hour-a-day, 7-day-a-week basis. b. Establishing and maintaining an OSHA-compliant respiratory protection program in accordance with 29 CFR 1910.134. This may be in conjunction with other programs in the Local Health Department. c. Maintaining a current Incident Command System (ICS) and National Incident Management System (NIMS) as guided by the NC Public Health Workforce ICS and NIMS Training Directive.
5.	Be involved in a local emergency planning committee, epidemiology meetings, and other meetings by request.
6.	Submit the following reports: <ul style="list-style-type: none"> a. Homeland Security Exercise and Evaluation Plan (HSEEP) compliant documentation, After Action Reports (AARs), and other documents as required by the CDC within 60 days of the conclusion of an exercise or real-world event b. Semi-annual performance and rubric activities and updates to the NC DETECT database

Deliverables by the Health Director include:

1. Health Directors, Fiscal Officers and designated individuals as required will be in attendance at site visits to assess compliance with CDC grant and Agreement Addendum requirements and/or financials.
2. The local county health department and county government will supply statistics and information required to complete the tasks listed in the AA514.
3. The county will provide access to the county IT system.
4. The local health director or designee will make introductions as required to county officials and county partners to assist the PC in completing the tasks outlined in the AA514.
5. The local health director or designee who has decision making authority will:
 - Attend the Steering Committee meetings at least 90% of the time.
 - Meet with the PC once a month
 - Make introductions, as required, to county officials and county partners to assist the PC in completing the tasks outlined in the AA514
6. The term of this contract is 6/1/17 through 5/31/18.
7. New Hanover County will bill Brunswick and Duplin counties monthly (\$2,380 per month per county), with terms – Net 30.

The PC will cover Brunswick, Duplin and New Hanover counties at this time. The PC will be housed in the New Hanover County Health Department.

Salary, Fringe and Operating Expense Total: \$84,297

Total/3 = cost per county \$28,099 (\$2,341.58 per month)

Cris Harrelson
Brunswick County Health Director
Cris Harrelson

6/29/17
Date

Witness

Ila Davis
Duplin County Health Director
Ila Davis

4-4-17
Date

Billie J. Dunn
Witness

Phillip Tarte
New Hanover County Health Director
Phillip Tarte

4/17/17
Date

Maria Standfest
Witness

Approved as to form/County Attorney

Key M

Approved as to Form



County Assistant County Attorney

6/15/17

Date

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

By: 

County Finance Officer

6/15/17

Date

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by the authority duly given and in duplicate originals, effective the day and year first above written.

By: 

County Manager

6.15.17

Date

By: _____
County Commissioners (If required)

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:

David Stanley

Action Item # V. - 11.

Health and Human Services - Health Services - Contract for NC
Alliance of Public Health Agencies

Issue/Action Requested:

Request that the Board of Commissioners review, approve, and execute a contract renewal between Brunswick County Health Services and the North Carolina Alliance of Public Health Agencies, Inc. (NCAPHA) for FY2017-2018.

Background/Purpose of Request:

The North Carolina Alliance of Public Health Agencies, Inc. (NCAPHA) provides temporary staffing, such as nurses, environmental health specialists, social workers, interpreters, and clerical staff for Health and Human Services programs. Over the last decade, the temporary staffing service has been instrumental in allowing the Department to provide quality, mandated services to our citizens, without interruption, during periods of temporary staff shortages and/or periods of high workloads.

Staff recommends approval of the contract with NCAPHA to ensure mandatory services can be provided.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

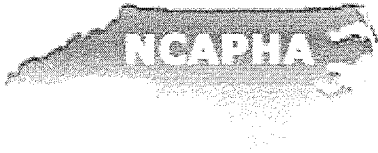
County Manager's Recommendation:

Recommend that the Board of Commissioners review, approve, and execute a contract renewal between Brunswick County Health Services and the North Carolina Alliance of Public Health Agencies, Inc. (NCAPHA) for FY2017-2018.

ATTACHMENTS:

Description

- ▣ Contract - FY17-18 - NCAPHA



North Carolina Alliance of Public Health Agencies (NCAPHA) Staffing Agreement

North Carolina Alliance of Public Health Agencies, Inc., entered into effective as of July 1, 2017, with its principal office located at 222 North Pearson Street, Suite 208, Raleigh, North Carolina 27601 (“Agency”), and Brunswick County Health and Human Services, with its principal office located at 25 Courthouse Dr., NE, Bolivia NC28422 (“Client”) agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”).

1. **Agency Duties and Responsibilities**

Agency will:

- a. Recruit, screen, interview, hire, and assign its employees (“Assigned Employees”) to perform tasks in accordance with Client’s specifications as described to Agency in writing for staffing under Client’s supervision and will be the common law employer of Assigned Employees;
- b. Pay each Assigned Employee’s wages and provide them with the benefits that Agency offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit A) acknowledging that they are not entitled to holidays, vacations, paid time off, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client;
- e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); the Health Insurance Portability and Accountability Act (“HIPAA”); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994.
- f. In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of

Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services;

- g. Obtain and keep on file all documentation required by the U.S. Immigration and Naturalization Service to prove legal status to work and reside in the United States;
- h. At Client's request, provide certificates evidencing general liability and professional liability insurance coverage.

1.2 Right to Control

In addition to Agency's duties and responsibilities set forth in paragraph 1, Agency, as the common law employer, has the right to review and address, unilaterally or in coordination with Client, Assigned Employee work performance issues and to enforce Agency's employment policies relating to Assigned Employee conduct at the worksite. The work assignment of Assigned Employee will be terminated by Agency upon receipt of Client's written request given to Agency at least fifteen (15) days in advance; provided, however, that Client may immediately terminate an Assigned Employee's work assignment for cause. If Assigned Employee's work assignment is terminated for cause, Client shall provide Agency with a written statement specifying the cause in reasonable detail promptly following such termination.

2. Client Duties and Responsibilities

Client will:

- a. Properly supervise Assigned Employee's work performance and be responsible for Client's business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Agency 's express prior written approval or as strictly required by the job description provided to Agency;
- c. Provide Assigned Employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee may be exposed at the work site;
- d. Not change Assigned Employee's job duties without Agency 's express prior written approval;
- e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation

or benefits;

- f. Reimburse Agency for advertising conducted with respect to recruiting specific personnel, when advertising is done at the request of Client;
- g. Comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide Assigned Employee with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Assigned Employee and to provide copies of all records of post-exposure care to Agency. Client agrees to orient Assigned Employee to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures;
- h. Designate a representative to report to Agency all time worked by each Assigned Employee on a mutually agreed schedule;
- i. Be responsible for compliance with all relevant safety and health laws and regulations during the period of the Assigned Employee's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations.

Payment Terms, Bill Rates, and Fees

- 3. Client will pay Agency for its performance as set forth on Exhibit B and will also pay any additional costs or fees set forth in this Agreement. Agency will invoice Client for services provided under this Agreement on a semi-monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing within five business days of date of the invoice, specifying the particular error(s), omission(s), or objection(s). Failure to notify Agency within that time shall constitute a waiver of any objection thereto. Agency may impose a finance charge of one and one-half (1 ½) percent per month to all outstanding amounts unpaid by for thirty (30) days or more after date of the invoice. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. If a portion of any invoice is disputed, Client will pay the undisputed portion.
- 4. In addition to the rates specified in Exhibit B of this Agreement, Client will pay Agency the amount of all new or increased labor costs associated with Client's Assigned

Employees that Agency is legally required to pay-such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels-until the parties agree on new rates.

Confidential Information

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Agency as a result of Assigned Employees' access to such information.

Cooperation

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

7. To the extent permitted by law, Agency will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Agency 's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Agency or Agency 's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
8. To the extent permitted by law, Client will defend, indemnify, and hold Agency and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
10. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within five business days after it receives notice of any claim, loss,

liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

Term of Agreement

11. The term of this Agreement will be for an entire fiscal year, which runs from July 1 through June 30, for the year of the effective date of this Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon written notice.

Miscellaneous

12. While Agency follows the guidelines described in Exhibit C and will give each Assigned Employee safety and standards online training relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will provide each Assigned Employee with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Assigned Employee to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Assigned Employee, Client shall provide Agency written notice of such claim promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim
13. The parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Assigned Employee immediately.
14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. Client will not transfer or assign this Agreement without Agency's written consent.
21. All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.
222 N. Person Street, Ste. 208
Raleigh, NC 27601

CLIENT: Brunswick County Health and Human Services
25 Courthouse Dr., PO Box 9
Bolivia, NC 28422

The addresses provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all Parties.

22. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without reference to any conflicts of law principles thereof.

[Signatures on next page]

Authorized representatives of the parties have executed this Staffing Agreement below to express the parties' agreement to its terms.

[CLIENT]

AB Hardy

Signature

Ann B. Hardy

Printed Name

County Manager

Title

**North Carolina Alliance of Public Health
Agencies, Inc.**

By: Joanne Brassington 10/7/17

Signature

Joanne Brassington

Printed Name

HR Director

Title

THIS Agreement has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Client Finance Officer:

SEE LAST SHEET
ATTACHED

Printed Name

Title

Date

EXHIBIT A
BENEFITS WAIVER FOR ASSIGNED EMPLOYEES

AGREEMENT AND WAIVER

In consideration of my assignment to Client by Staffing Firm, I agree that I am solely an employee of Staffing Firm for benefits plan purposes and that I am eligible only for such benefits as Staffing Firm may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by Staffing Firm and regardless of whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date

EXHIBIT B COMPENSATION

- A. SCHEDULE OF RATES. Hourly rates are as set forth below or as otherwise determined by Agency and Client in writing plus a 33% administrative fee. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, is less than \$100,000, and works a fixed schedule and receives the same salary each pay period, an administrative fee of 24% will apply after 90 days of employment. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, total more than \$100,000, an administrative fee of 19% will apply. Travel and work-related expenses will be based on the approved county travel reimbursement rate. Environmental Health professionals will be compensated for travel, meals and lodging at the approved county travel reimbursement rate. Travel and work-related expenses are exempt from the administrative fee.
- B. OVERTIME. This Paragraph is only applicable to Assigned Employee who are eligible to receive overtime compensation pursuant to applicable law. Agency will charge Client special rates for premium work time only when an Assigned Employee's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Agency is required to apply to the Assigned Employee's regular pay rate. Client will be billed one and one-half (1.5) times the rate set by the Client for time worked by Assigned Employee for all hours worked more than forty (40) hours per week and in accordance with state and federal wage and hours laws. If, during the terms of this Agreement or at any time, any applicable law requires Agency to pay overtime to its Assigned Employee based on any standard other than 40 hours per week, Agency shall bill the overtime rate pursuant to the applicable law. Agency may comply with Client's policies regarding overtime when they follow state and/or federal wage and hours laws and are communicated at the time of the contract or communicated to Agency at least ninety (90) days prior to the effective date of such changes.
- C. EXPENSES. Travel and other expenses incurred by an Assigned Employee in providing services to Client under this Agreement may be included on the Assigned Employee's applicable time sheet and reimbursed to the Assigned Employee through the Assigned Employee's paycheck from, Agent at Client's expense.
- D. ACA COMPLIANCE. Agency shall comply with all provisions of the Patient Protection and Affordable Care Act ("ACA") applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations applicable to Assigned Employee, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions

under Code §6055 and §6056 and related regulations. If the Assigned Employee does not report to work for illness or some other reason outside of Client's control, Client will not be billed for these hours except in the case of salaried Assigned Employee, with leave concession addressed at time of hire.

EXHIBIT C
REQUIREMENT GUIDELINES

<u>REQUIRED:</u>	Schedule	Interpretation
Hepatitis B	2 doses, 4 weeks apart; 3 rd dose, 5 months after 2 nd ; booster not necessary	Agency's policy follows CDC recommendations. Documentation of 3 doses of Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.
MMR (Measles, Mumps, Rubella)	2 doses, 4 weeks apart	Agency's policy follows CDC recommendations for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination give 2 doses of MMR, 4 weeks apart. For HCP born prior to 1957, is considered acceptable evidence of measles, mumps and rubella immunity, however Agency follows CDC recommendation that a HCP get a titer but it is not required (unless a work site requirement.)
Varicella (chicken pox)	2 doses, 4 weeks apart	Agency follows CDC recommendation all HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart; all HCP be immune to varicella with proof of Titer.
<u>HIGHLY RECOMMENDED:</u>	<i>[Not Required]</i>	<u>Employee must obtain if required by their work site.</u>
Influenza	Annual influenza vaccine	Highly recommended by Agency (must be obtained if required by employee's work site.)
Tetanus, diphtheria, pertussis	Td booster every 10 years after one Tdap	Agency follows CDC recommendation all HCP get a Td booster every 10 years, following the completion of the primary 3-dose series. Also, All HCP younger than 65 get a 1-time dose of Tdap, if they have direct patient contact.
Tuberculosis Skin Test Screening	Upon Hire –Two step TST; Annual TB skin test for settings classified as medium risk for HCWs who have the potential for exposure to M. Tuberculosis through air space shared with persons with TB disease	Agency's policy for Tuberculosis screening follows CDC recommendations.

State license, registration or certification (when required)	Per state board of nursing or other licensing agency	Agency contacts the State Board or other licensing agency prior to the Assigned Employee's start date to confirm that the license, registration or certification is active and in good standing. Agency will not knowingly employ a professional that has an action against their license.
BCLS (CPR)	Current Card	Agency accepts current BCLS certification from either AHA, Red Cross, or hospital issued cards as long as they are the standard requirements for Assigned Employee.
Criminal Background Check	Performed upon hire	Agency's policy is to conduct Criminal Background Checks upon hire on all Assigned Employee unless otherwise instructed by client. If there is a gap in employment or the Assigned Employee leaves the company for more than 6 months, a criminal background check will need to be updated prior to the start of the next assignment.
OIG Sanctions Check	Upon application	Agency has a check procedure in place. Each applicant is checked against the OIG database upon application.
I-9	Upon hire and if documents expire	Agency collects a completed I-9 and the appropriate INS required documentation on every Assigned Employee member prior to their start date.
<i>AGENCY participates in E-Verify (As required by law.)</i>	Upon hire	Agency will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. IMPORTANT: If the Government cannot confirm that a new hire is authorized to work, this employer is required to give new hires written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating their employment. Agency will not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents new hires present for use on the Form I-9. To determine whether Form I-9 documentation is valid, Agency uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.

Approved as to Form


County Assistant County Attorney

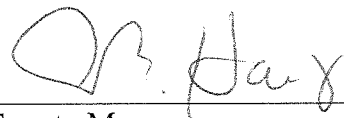
6/15/17
Date

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

By: 
County Finance Officer

6/15/17
Date

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by the authority duly given and in duplicate originals, effective the day and year first above written.

By: 
County Manager

6.15.17
Date

By: _____
County Commissioners (If required)

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
David Stanley

Action Item # V. - 12.

Health and Human Services - Health Services - FY 17-18 State
Consolidated Agreement-Amendment Approval

Issue/Action Requested:

Request that the Board of Commissioners review and approve the Consolidated Agreement Amendment for FY 17-18 with the State of North Carolina.

Background/Purpose of Request:

The purpose of the annual Consolidated Agreement is for maintaining and promoting the advancement of public health in North Carolina. The provisions of the original agreement approved on 3/20/17 have been revised based upon changes to the applicable North Carolina Administrative Codes as well as federal guidelines that govern funding from state and federal sources.

Staff recommends approval of the Consolidated Agreement Amendment for FY 17-18.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners review and approve the Consolidated Agreement Amendment for FY 17-18 with the State of North Carolina.

ATTACHMENTS:

Description

- ▣ FY 17-18 Consolidated Agreement Amendment

Amendment 1 to the FY 2018 Consolidated Agreement

This Agreement amends the Consolidated Agreement in force for the period July 1, 2017 to June 30, 2018, that is between the North Carolina Department of Health and Human Services, Division of Public Health ("State") and **Brunswick County Health and Human Services** ("Department"). This Amendment is hereby effective on July 1, 2017.

As provided for under the terms of this Agreement, the State and the Department agree to amend the following agreement provisions:

Delete Paragraph 5 of Section B. Funding Stipulations in its entirety and replace it with the following:

5. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200.

Delete Paragraph 6 of Section B. Funding Stipulations in its entirety and replace it with the following:

6. The Department shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 CFR 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.

Delete Paragraph 9.a.1. of Section B. Funding Stipulations in its entirety and replace it with the following:

- 1) Equipment must be accounted for in accordance with the *Policy Manual for Local Government, Chapter 20, Capital Assets*.

Delete Paragraph 2.a. Audits/Monitoring of Section C. Fiscal Control in its entirety and replace it with the following:

- a. The Department shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.

Delete Paragraph 4.d. of Section C. Fiscal Control in its entirety and replace it with the following:

- d. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 CFR 200.
 - 1) Local Budgets for DHHS Reporting: After preparing Local Budgets, the Department must use the Allocation/County Line in the Aid-to-Counties Database to show the approved local funding.
 - (a) Line item 101 in the Aid-to-Counties Database must be used to budget local appropriations for each program Activity, if applicable.
 - (b) Line item 102 in the Aid-to-Counties Database must be used to budget Title XIX Medicaid earned revenues for each program Activity, if applicable.
 - (c) Line item 103 in the Aid-to-Counties Database must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program Activity, if applicable.

- (d) Line item 104 in the Aid-to-Counties Database must be used to budget Local funding associated with Teen Pregnancy Activities, if applicable.
- (e) Line item 106 in the Aid-to-Counties Database must be used to budget Local funding for bioterrorism Activities, if applicable.
- (f) Line item 107 in the Aid-to-Counties Database must be used to budget Temporary Food Establishment (TFE) fees collected, if applicable.
- (g) Line item 107 in the Aid-to-Counties Database must be used to budget Limited Food Services Establishment (LFSE) fees collected, if applicable.

Note: The Department shall report Local expenditures in the appropriate category (e.g., 101, 102, 103, 104, or 106) in the ZZZZ line item in the Aid-to-Counties Database and TFE fees collected in Category 107 in the ZZZZ line item in the Aid-to-Counties Database.

Delete Paragraph 5.g. of Section C. Fiscal Control in its entirety and replace it with the following:

- g. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 8, to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nursing Training Funds must be used as the invoice for payment the course *Principles and Practices of Public Health Nursing* and Form 3301 Management and Supervision Training Funds Reimbursement Form must be used for invoice payment for the course *Management and Supervision*.

Delete Paragraph 2 of Section D. Personnel Policies in its entirety and replace it with the following:

- 2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4. This delegation shall be done according to 15A NCAC 01O .0101.
 - a. The Department is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 - b. Arrangements for centralized intern training for newly-employed environmental health specialists will be handled by the DPH Education and Training Staff.
 - c. The Department, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the Department. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

Delete Paragraph 3 of Section D. Personnel Policies in its entirety and replace it with the following:

- 3. The Department shall comply with Minimum Standard Health Department Staffing 10A NCAC Section 46 .0301, and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.

Delete Paragraph 18.e. of Section G. Responsibilities of the State in its entirety and replace it with the following:

- e. Collect interest (per N.C.G.S. 147-86.23 and 105-241.1) and a 10% late fee as appropriate; and

Delete Paragraph 2 of Section H. Disbursement of Funds in its entirety and replace it with the following:

2. The State shall disburse Food and Lodging funds in accordance with 15A NCAC 18A.2901 – “Restaurant and Lodging Fee Collection and Inventory Program” in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948). The exception is that Temporary Food Establishment (TFE) and Limited Food Establishment (LFE) fees MUST be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid-to-Counties Database on the ZZZZ line for Activity 874, Category 107– Local Temporary Food Establishment and Limited Food Establishment.

Delete Paragraph 2 of Section K. Compliance in its entirety and replace it with the following:

2. Monitoring – “Omni-Circular” Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR, Part 200 Subpart F requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes related monitoring requirements for State funds received by sub-recipients in N.C.G.S. 143C-6-23. Also, the State must perform monitoring as required in the DHHS Policy and Procedure Manual entitled *Monitoring of Programs* dated August 1, 2002 and its DPH Subrecipient Monitoring Plan dated October 2016.


Additionally, the Department is required under 2 CFR, Part 200 Subpart F, N.C.G.S. 143C-6-23, and N.C.G.S. 159-34 to perform monitoring of its sub-recipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in monitoring by the State and shall appropriately monitor its sub-recipients to the extent necessary based on the assessed level of risk.

All other terms and conditions as set forth in the original Consolidated Agreement shall remain in effect for the duration of this Agreement.

In witness whereof, the **Department** and the **State** have executed this Amendment in duplicate originals, one of which is to be retained by each of the parties.

Brunswick County Health and Human Services

**North Carolina Department of Health and Human Services,
Division of Public Health**

<p><u></u> Health or Human Services Director</p>	<p><u>6/29/17</u> Date</p>	<p>_____ Division Director</p>	<p>_____ Date</p>
<p>_____ Finance Officer</p>	<p>_____ Date</p>	<p>} SEE ATTACHED DOCUMENT</p>	
<p>_____ County Official (when locally required)</p>	<p>_____ Date</p>		

Approved as to Form



County Assistant County Attorney

6/27/17

Date

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

By: 

County Finance Officer

6/26/17

Date

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by the authority duly given and in duplicate originals, effective the day and year first above written.

By: 

County Manager

6-27-17

Date

By: _____
County Commissioners (If required)

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
Catherine Lytch

Action Item # V. - 13.

Health and Human Services - Social Services - Energy Outreach Plan

Issue/Action Requested:

Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2017-2018.

Background/Purpose of Request:

Annually, Social Service Agencies are required to submit an energy outreach plan to the state. The plan outlines how the department will administer the Crisis Intervention Program (CIP) and Low Income Energy Assistance Program (LIEAP) funds to eligible individuals. The programs are federally funded and provide assistance to qualifying families. Staff and the Health and Human Service Advisory Board recommend approval of the plan.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

The Health and Human Service Advisory Board reviewed the plan on June 26, 2017 and recommends that the plan be approved by the Board of Commissioners.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2017-2018.

ATTACHMENTS:

Description

- ☐ Energy Outreach Plan FY 2017-2018

Brunswick County Department of Social Services
Energy Outreach Program
FY 2017-2018

Interagency committee will consist of the following agencies:

- Social Services
- Brunswick County Health Services
- Brunswick County Senior Resources, Inc.
- Brunswick Family Assistance
- Amanda Hutcheson, Brunswick County Public Information Officer

Crisis Intervention Program:

Effective July 1, 2017, all CIP applications will be processed by the Intake Income Maintenance Caseworkers (IMC).

All IMC's have completed the NC FAST Energy Training and will attend a policy refresher training June 14, 2017. A make-up training is scheduled for June 21, 2017.

Intake Unit Supervisors are assigned to oversee the CIP program. The supervisor will be backed up by the Economic Service Program Administrator.

Wait times for clients to be seen for the program will decrease due to the number of IMCs available to take and process application.

Low Income Energy Assistance Program:

Applications for LIEAP will be taken and processed at the Brunswick County Government Complex

A press release will be sent out to all media outlets as well as the county's website by the county's PIO and posters will be placed in the waiting areas of the Social Service building. The press release will outline the dates and times application will be accepted, location and basic information that clients need to provide to complete the energy application.

Adult service staff will take application out to their client and one (1) IMC I will go to each of the Senior Center Sites to take applications during the first month of LIEAP.

Outreach information will be available at the following locations:

- Local Food Pantries
- Health Department
- County Libraries
- Local Churches
- Senior Centers
- Public Housing Office
- Veteran's Office

Application Process:

- In addition to outreach efforts identified above, application will be taken at DSS until LIEAP is open to the public, at that time applications will be accepted at a predetermined site at the county complex
- Economic Service Program Administrator will assign a Supervisor to oversee administration and quality reviews of the LIEAP program.
- Assigned Supervisor will be the point of contact for LIEAP until funds are exhausted or the end of the LIEAP season, whichever comes first. Economic Program Administrator will be the backup.
- Supervisor will review a random sample of applications daily.
- DSS will provide all needed supplies for application taken.

Brunswick County's contact for CIP and LIEAP are below:

Vanell Walker – Economic Service Program Administrator
Vanell.walker@brunswickcountync.gov or 910-253-2178

Carla Holmes – ES Quality Assurance Supervisor
Carla.holmes@brunswickcountync.gov or 910-253-2395

Catherine Lytch – Social Service Director
Catherine.lytch@brunswickcountync.gov or 910-253-2113

Submit by:

Catherine Lytch, Social Service Director

Approved by:

Frank Williams, Brunswick County Commissioner
Board Chairman



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
David Stanley

Action Item # V. - 14.

Health and Human Services - Social Services - Medicaid
Transportation Contracts

Issue/Action Requested:

Request that the Board of Commissioners review and approve Medicaid Transportation contracts for fiscal year 2017-2018.

Background/Purpose of Request:

Each year Social Services contracts with several vendors to provide Medicaid transportation services to eligible recipients. The contracts for both Wilson's Transportation Service, Inc. and Brunswick Transit System, Inc. are fee-for-service type and are paid for using all federal funds following the guidelines set forth by the Department of Medicaid. Both vendors meet all of the state's contract requirements.

Staff recommends approval of these contracts.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners review and approve Medicaid Transportation contracts for fiscal year 2017-2018.

ATTACHMENTS:

Description

- ☐ BTS General Contract
- ☐ BTS Contract Attachment B
- ☐ Wilson General Contract
- ☐ Wilson Contract Attachment B

Fiscal Year Begins 7/1/17 Ends 6/30/18

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Brunswick Transit System, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-2148626 and DUNS Number – 034112958 (required if funding from a federal funding source).

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (checklist and forms)
- (10) Certification of Transportation (Attachment J)
- (11) IRS federal tax exempt letter or 501 (c)(3)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (12) Contract Determination Questionnaire (required)
- (13) Certification of Eligibility Under the Iran Divestment Act

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on 7/1/17 and shall terminate on 6/30/18. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$100,000. This amount consists of \$ 100,000.00 in Federal funds.

XX a. There are no matching requirements from the Contractor.

- ☐ b. The Contractor's matching requirement is \$ _____, which shall consist of:
- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$15,000.00. For amounts approved in the fiscal year 2017 budget or additional budget as amended by The Board of Commissioners.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donna B Snipes, SR Processing Asst.	Name & Title	Donna B Snipes, SR Processing Assistant
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2202		
Fax	910-253-2071		
Email	donna.bertram@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Yvonne Hatcher, Director	Name & Title	SAME
Company Name	Brunswick Transit System, Inc.	Company Name	
Mailing Address	5040 Main Street	Street Address	
City State Zip	Shallotte, NC 28470	City State Zip	
Telephone	910-253-7800		
Fax	910-253-7806		
Email	bits@atmc.net		

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:

(can be delted if not needed)

- 14. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

BRUNSWICK TRANSIT SYSTEM, INC.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assistant County Attorney

Date

FINANCE

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

Signature of County Finance Officer

Date

COUNTY

Signature

Date

Printed Name:

Title

CONTRACTOR

Signature

Date

Printed Name **: Yvonne Hatcher

Title: Director

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

ATTACHMENT B – Scope of Work Federal Tax Id. 56-2148626

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Brunswick Transit System, Inc.
2. *If different* from Contract Administrator Information in General Contract:
SAME
3. Name of Program (s): Medicaid Transportation Program
4. Status: ☐ Public XX Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year 07/01 through 06/30

B. Explanation of Services to be provided and to whom (include SIS Service Code):
See list of items 1 – 12.

C. Rate per unit of Service (define the unit):

1. Negotiated County Rate.
\$1.58 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided: 63,291 miles per fiscal year.

E. Details of Billing process and Time Frames; Provider will comply with MA 2910-3550 (copy included)

<http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm>
<http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3550.htm>

F. Area to be served/Delivery site(s): Brunswick County residents transported within Brunswick County, New Hanover County and other areas as needed for medical transport, as authorized by Brunswick County Department of Social Services.

Additional Information - B

Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.
2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.
3. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**
4. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.
5. Vendors will only be reimbursed by the Department for trips that are scheduled by and through Social Services.
 - * Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by DSS/NC Tracks for the trip.**
6. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.
 - * The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
 - * If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
 - * Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.
7. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.
 - * At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.

* All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; summary for each trip; beginning and ending odometer reading. (See Attached Sample)

8. It is expected that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.

9. Payment can be expected by Friday via direct deposit (preferred) or check after allowing Brunswick County DSS three weeks after receipt of logs to process until the payment process moves into NC Tracks system. This will be decided by the State.

9a. Brunswick County will continue to make payments until the payment process is moved into the NC Tracks system. Currently the state expects the payment process to move into NC Tracks approximately sometime in July/August of 2017.

It is the vendor's responsibility to stay informed as this change in payment/reporting progresses.

9b. Once payment moves into NC Tracks, vendor will still need to follow all the steps listed above (submitting logs and DMA 5118). Vendors will be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks. Once completed, NC Tracks system will authorize payment to the vendor. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep Department of Social Services updated on any change in their status.

10. Brunswick Transit System Inc.(BTS) will provide transportation services Monday – Friday 6:30 am to 4:30pm depending on availability.

11. BTS office hours are from 8:30am to 5:00pm Monday – Friday. An answering machine is available 24 hours per day/7 days per week.

12. BTS observes the following holidays and will not provide transportation services on these days. New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving (2 days) and Christmas (3 days).

Medicaid transportation is only provided for Medicaid covered services and when the primary reason for the trip is medical care. To determine what services are covered, see MA-2905/3540 Covered Services, or consult the Medicaid Clinical Coverage and provider Manuals index for information on the service in question.

<http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2905.htm>
<http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3540-37.htm>

Rate Structure:

1. A flat rate of \$1.58 per mile per person for each one way trips will be paid.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

Fiscal Year Begins 7/1/17 Ends 6/30/18

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Wilson's Transportation Service, Inc. the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is **81-4695711** and DUNS Number 08028500.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (checklist and forms)
- (10) Certification of Transportation (Attachment J)
- (11) Contract Determination Questionnaire (required)
- (12) Certification – Iran Divestment Act

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on 7/1/17 and shall terminate on 6/30/18, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$50,000.00. This amount consists of \$50,000.00 in Federal funds.

X a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$, which shall consist of:
☐ In-kind ☐ Cash
☐ Cash and In-kind ☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$50,000.00. For amounts approved in the fiscal year 2017 budget or additional budget as amended by The Board of Commissioners.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donna Snipes, Senior Processing Assistant	Name & Title	Donna Snipes, Senior Processing Assistant
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2202		
Fax	910-253-2249		
Email	donna.bertram@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Dennis Wilson, President	Name & Title	SAME
Company Name	Wilson Transportation Service	Company Name	
Mailing Address	9231 Ocean Hwy. West	Street Address	
City State Zip	Calabash, NC 28467	City State Zip	
Telephone	910-616-8077		
Fax			
Email	denniswilson@atmc.net		

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:

(can be delted if not needed)

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

WILSON'S TRANSPORTATION SERVICE, INC.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assist. County Attorney

Date

FINANCE

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

Signature of County Finance Officer

Date

COUNTY

Signature

Date

Printed Name:

Title

CONTRACTOR

Signature**

Date

Printed Name

Title

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

ATTACHMENT B – Scope of Work Federal Tax Id. 81-4695711

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Wilson's Transportation Service, Inc.
2. *If different* from Contract Administrator Information in General Contract:
SAME
3. Name of Program (s): Medicaid Transportation Program
4. Status: ☐ Public Private, Not for Profit XX Private, For Profit
5. Contractor's Financial Reporting Year 01/01 through 12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):
See list of items 1 – 9.

C. Rate per unit of Service (define the unit):

1. Negotiated County Rate.
\$2.00 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided: 25,000 miles per fiscal year.

E. Details of Billing process and Time Frames; Provider will comply with MA 2910-3550 (copy included)

<http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm>
<http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3550.htm>

F. Area to be served/Delivery site(s): Brunswick County residents transported within Brunswick County, New Hanover County and other areas as needed for medical transport, as authorized by Brunswick County Department of Social Services.

Additional Information - B

Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.
2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.
3. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**
4. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.
5. Vendors will only be reimbursed by the Department for trips that are scheduled by and through Social Services.
 - * Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by DSS/NC Tracks for the trip.**
6. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.
 - * The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
 - * If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
 - * Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.
7. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.
 - * At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.

* All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; summary for each trip; beginning and ending odometer reading. (See Attached Sample)

8. It is expected that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.

9. Payment can be expected by Friday via direct deposit (preferred) or check after allowing Brunswick County DSS three weeks after receipt of logs to process until the payment process moves into NC Tracks system. This will be decided by the State.

9a. Brunswick County will continue to make payments until the payment process is moved into the NC Tracks system. Currently the state expects the payment process to move into NC Tracks approximately sometime in July/August of 2017.

It is the vendor's responsibility to stay informed as this change in payment/reporting progresses.

9b. Once payment moves into NC Tracks, vendor will still need to follow all the steps listed above (submitting logs and DMA 5118). Vendors will be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks. Once completed, NC Tracks system will authorize payment to the vendor. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep Department of Social Services updated on any change in their status.

Medicaid transportation is only provided for Medicaid covered services and when the primary reason for the trip is medical care. To determine what services are covered, see MA-2905/3540 Covered Services, or consult the Medicaid Clinical Coverage and provider Manuals index for information on the service in question.

<http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2905.htm>

<http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3540-37.htm>

Rate Structure:

1. A flat rate of \$2.00 per mile per person for each one way trips will be paid.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 15.

From:

Melanie Turrise - Human Resources

Human Resources - Synergy Health Management Service Agreement

Issue/Action Requested:

Request that the Board of Commissioners approve the Health Management Services Agreement with Synergy Healthcare.

Background/Purpose of Request:

Brunswick County engaged the services of Synergy Healthcare to manage the On-site Employee Clinic last fiscal year. We wish to continue to contract with Synergy under the terms of the enclosed agreement.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Health Management Services Agreement with Synergy Healthcare.

ATTACHMENTS:

Description

- ▣ Synergy Healthcare Service Agreement



Health Management Service Agreement

This Health Management Service Agreement is entered into this 1st day of July 2017, hereinafter called the "Effective Date", by Synergy Healthcare USA, LLC, a State of North Carolina corporation, hereinafter called "SHC" and Brunswick County, a State of North Carolina government entity, hereinafter called "Employer".

Terms and Conditions

1. SHC Services and Obligations:

- a. *Services.* SHC shall provide to Employer the health management Services. SHC's obligation to perform the Services is contingent upon the Employer's fulfillment of certain obligations set forth in Section 2. Services may be provided to the employees of Employer as well as their covered dependents age 15 and over on the Employer Health Plan and spouses approved by Employer:
 - i. Promotion and maintenance of health
 - ii. Prevention of illness and disability
 - iii. Diagnosing, treating and managing acute and chronic illnesses
 - iv. Prescribing, administering and dispensing therapeutic measures, tests, procedures and drugs
 - v. Consulting and referring to other health care providers as appropriate
 - vi. Evaluating health outcomes
- b. *Medical Practitioners.* SHC shall supply medical practitioners as well as a medical office assistant to provide the Services on the days and times to be mutually agreed upon by SHC and Employer. Any medical practitioner furnished by SHC shall be duly licensed and in good standing with their licensing board authority to provide medical services in the state in which the practitioner is providing the Services to the Program Participants. Employer shall have the opportunity to interview a candidate before they are assigned to a clinic and make a final determination as to their acceptability. SHC will not provide any non-compete contract language in the medical practitioner or medical office assistant Employment Agreements except as it would relate to work directly for the Employer. Should Employer terminate this Agreement and change to another medical management onsite vendor, Employer has every right to have the practitioner and medical office assistant work for the new medical management onsite vendor.
- c. *Compliance Reporting.* SHC will provide compliance visit management services. This includes providing employees compliance requirements, training medical practitioners on compliance procedures, tracking clinic visits and providing employees reminder notices.
- d. *Online and telephonic appointment scheduling.* SHC will provide online employee self-scheduling as well as telephonic scheduling between the hours of 9:00 am and 5:00 pm Monday through Friday except on SHC holidays. The fee for these services shall be included in the monthly administration fee as set forth in Section 3.c.
- e. *Electronic Medical Records.* SHC will provide onsite EMR for Medical Practitioners to use in their day to day services for employees. The fee for these services shall be included in the monthly administration fee set forth in Section 3.c.
- f. *Data Warehouse.* SHC will provide data warehouse capabilities and reporting. The fee for these services shall be included in the monthly administration fee set forth in Section 3.c.



- g. *Health Risk Assessments.* SHC may provide onsite HRA events as needed by Employer. The fee for the services can be found in Section 3.f.
- 2. **Employer Obligations:** Employer hereby agrees to undertake the following obligations (the "Employer Obligations"):
 - a. *Program Participant Information.* Employer shall furnish employee demographic information necessary to populate the Electronic Medical Records and, provide monthly electronic health care claims data required by SHC and authorized by Program Participants, so as to facilitate the provision of the Services stipulated in the service proposal.
 - b. *Premises and Space.* Employer shall dedicate a space on Employer's premises to permit SHC to meet privately with Program Participants, and if necessary, furnish clinical interventions and/or employee education. Employer shall provide SHC with a right of access to and use of Employer's premises (including common hallways, and public access ways) in order for SHC to arrange for the provision of Services as provided herein.
 - c. *Onsite Internet Access.* SHC shall provide access to a high-speed internet link to accommodate the use of the portable electronic health registry by SHC representatives providing services at each Employer facility.
- 3. **Invoice and Payment:**

On a monthly basis, SHC shall furnish to Employer an itemized invoice of all fees due via email. Fees as follows:

- a. Provider hourly rate: \$88.05 x clinic hours per calendar month.
- b. Medical Office Assistant rate: \$22.28 x clinic hours per calendar month.
- c. Monthly Program Administrative Fee: \$4.12 per employee per month. Based on 920 employees, the monthly administration fee will be \$3,790.40 per month.
- d. Lab fees associated with the day to day operations of the clinic will be billed at current SHC "net" lab pricing levels.
- e. Non-consumable supplies will require prior approval by Employer.
- f. Clinic Health Risk Assessment (HRA) forms and individual reports shall be \$15 per Know Your Number report done in the clinic not during the HRA event. This is typically used for new hires.
- g. Hourly rate and monthly program administration fees will increase 3% annually at the renewal of contract.
- h. HRA Event fee: \$37.93 per participant plus an additional \$15.00 for PSA testing.
- i. Internet and Phone Service: will be billed to Employer at net monthly cost. Installation costs will also be billed to Employer.
- j. Office Supplies: SHC will provide office supplies to the clinic. All office supplies will be invoiced to the Employer each month.

Payment Terms. Payment of the Monthly Invoice is due within thirty (30) days of receipt.



4. **Drugs and Devices:** This agreement includes a list of the most common drugs, and devices that may be prescribed, ordered which are appropriate for diagnosis and treatment of the most commonly encountered medical problems in the Employer based clinic setting. Clinical practice issues that are not covered by this agreement require Practitioner/Physician consultation and documentation related to the treatment plan. Below is a list of the most common drugs and devices utilized. It is recognized that no collaborative agreement can effectively cover every clinical situation. Therefore, the collaborative practice agreement is not intended to be, nor should it be, a substitute for the exercise of professional judgment by the Practitioner.

Antihistamine | Antidepressants | Anti-inflammatory | Antitussives, expectants, mucolytic agents | Autonomic drugs | Blood formation and anticoagulant preparations | Cardiovascular Drugs | Central Nervous System Drugs | Electrolyte, caloric and water balance preparations | Gastrointestinal drugs | Hormones and synthetic substitutes | Local Anesthetics | Peak flow meters | Serums, toxoids and vaccines | Skin and mucous membrane preparations | Smooth muscle relaxants | Spacers (for hand-held inhalers) | Vitamins | Narcotics for cough preparations ONLY

Term and Termination:

- a. This Agreement shall commence on the Effective Date and continue to June 30th the following year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (!) year terms ("Renewal Term") unless termination notice is provided by either party in accordance with Section 4.b.
 - b. During the Initial Term or any Renewal Term, either party may terminate this Agreement upon sixty (60) days' prior written notice for any reason.
 - c. Any outstanding Monthly Invoices, as of the date of termination, will be due and payable within thirty (30) days following the effective date of termination.
 - d. Termination of this Agreement shall not release or discharge either party from any obligation, debt, or liability which shall have previously accrued and remain to be performed upon the date of termination.
 - e. Upon termination of this Agreement, SHC shall at the Employer's election either (i) maintain for a period of no less than five years any Program Participant Information and then after such five year period destroy any Program Participant Information that would be considered Individually Identifiable Health Information; or (ii) transfer Program Participant Information to another entity or individual designated by Program Participant, provided such transfer is permitted by state and federal privacy laws and regulations.
5. **Security of Employee Information:**
- a. Due to the Services contemplated by this Agreement, SHC will be a "Business Associate" of Employer, as defined by HIPAA, and the regulations promulgated there under. As such, SHC will maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality of any Program Participant Information it creates, receives, or maintains. In addition, SHC will maintain safeguards to protect the security of the Program Participant Information it creates, receives, or maintains from destruction, loss, damage, or inadvertent access and disclosure in accordance with standard commercial practices of organizations offering same or similar services and which shall at all times comply with state and federal law.
 - b. Employer acknowledges and agrees that, except as permitted or required by state or federal law or



as expressly authorized in writing by the Program Participant, SHC shall not be required to produce or furnish any Individually Identifiable Health Information unless such information has been de-identified in accordance with 45 C.F.R. § 164.514.

6. Confidentiality:

For purposes of this Agreement, as allowed by law the term "Proprietary Information" shall include all types of proprietary data, trade secrets, and confidential information of either party whether oral or written, which is not in the public domain. Each party acknowledges that the other's Proprietary Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable business information developed at great expenditure of time, effort, and money. Each party agrees that it will not, without the express prior written consent of the other, (i) use the other's Proprietary Information for any purpose other than the performance of this Agreement; or (ii) disclose or reveal the other's Proprietary Information to any third party, except to the extent such disclosure is authorized in writing by such party and is required by law, or pursuant to subpoena or other legal process. If any person seeks to compel either party to disclose any Proprietary Information, the party will promptly notify the other party so that the other party may seek an appropriate protective order. Upon termination of this Agreement by either party for any reason whatsoever, each party shall promptly return to the other party all material constituting or containing Proprietary Information of the other or, if return is not feasible, certify that it has been destroyed.

7. Insurance:

SHC shall maintain comprehensive general liability insurance with coverage limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. In addition, SHC will provide umbrella liability insurance with coverage limits of \$1,000,000 aggregate. SHC shall maintain professional liability (malpractice) insurance with coverage limits not less than \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate. SHC shall provide Employer with certificates evidencing any insurance coverage required under this Section upon request.

SHC will provide automobile liability and workers' compensation coverage for its employees. Automobile liability limits shall be \$1,000,000 each occurrence and workers' compensation coverage must provide for workers' compensation statutory limits and employer liability limits of \$1,000,000.

8. Indemnification:

- a. SHC agrees to indemnify and hold harmless Employer against any claims, liabilities, losses or expenses, including, but not limited to attorneys' fees and punitive damages arising or resulting from the negligent or intentional performance of the Services.
- b. The Indemnitee shall notify the Indemnitor in a written statement, transmitted by a nationally recognized overnight delivery service company, of the existence of any such action, claim, or demand giving rise to a claim for indemnity under this paragraph in writing of the same within fifteen (15) days of receipt of such written assertion of a claim or liability; provided, however, the failure to give such notice shall affect the Indemnitor's obligations hereunder only to the extent the Indemnitor is materially prejudiced by such failure. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee a release from all liability in respect to such claim.
- c. All indemnifications made by the parties shall survive the termination of this Agreement.
- d. Each party agrees to use its commercially reasonable best efforts to cooperate in the investigation, mitigation, defense, and settlement of any third-party claim subject to this Section 8; to permit the



cooperation and participation of the other parties in a n y such claim or action; and to promptly notify the other parties of the occurrence of any indemnified event or material developments or amounts due with respect to any indemnified event.

9. Miscellaneous:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld. SHC shall not be responsible for delays or failures in its performance resulting from acts or omissions attributable to Employer's employees. Any delay or failure by either party to enforce any of its rights under this Agreement shall not be deemed a waiver of any other rights hereunder. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement may only be amended in a writing executed by both parties. This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless and until made in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date set forth above.

Synergy Healthcare USA, LLC
3140 N Hwy 16, Suite 103
Denver, NC 28037

Brunswick County
30 Government Center Drive
Bolivia, NC 28422

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 16.

From:
Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners award a contract to HVAC StarPlus to replace the HVAC units in Building A.

Background/Purpose of Request:

This contract consist of removing the existing 31 variable air volume boxes in Building A and replacing them with 31 variable air volume boxes with electric heat. The proposal from HVAC StarPlus to remove the existing units and replace them is \$100,101.50. Funds for Building A HVAC replacement are budgeted in FY17 104280-435200 and will need to be rolled over to FY18.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budgeted funds in FY 17 and will roll into the current fiscal year

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners award a contract to HVAC StarPlus to replace the HVAC units in Building A.

ATTACHMENTS:

Description

- Building A HVAC Replacement Contract

CONTRACT

THIS CONTRACT is made and executed by and between BRUNSWICK COUNTY, NORTH CAROLINA, hereinafter designated as the "COUNTY" or the "OWNER" and; HVAC StarPlus, hereinafter designated as the "CONTRACTOR":

WITNESSETH:

The Board of County Commissioners, Brunswick County, awarded the Contract for said work to the aforesaid Contractor, the Contractor's proposal being a part of this Contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the COUNTY, hereinafter specified, the COUNTY and the CONTRACTOR agree as follows:

DESCRIPTION OF WORK

- (1) The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following:

Attached Proposal and Scope of Work Provided by HVAC StarPlus.

- (2) In strict accordance with and as shown in the proposal and scope of work including any specifications, schedules, drawings and other documents as provided by the owner.

GENERAL OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR will accept the prices specified in this Contract and in the proposal as full compensation and satisfaction for the performance of this Contract. The CONTRACTOR shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the work required by this Contract, and for all risks of every description connected with the said work; and the CONTRACTOR shall be responsible for well and faithfully completing the whole work according to the plans and specifications and the terms and conditions of this Contract.

TIME OF COMMENCEMENT AND COMPLETION

The work required by this Contract shall be commenced by the Contractor not later than 15 days after the date of Contract Notice to Proceed. The entire project shall be completed no later than 120 days after the date of Notice to Proceed, pending equipment lead time to be no more than 30 days.

QUALITY AND WORKMANSHIP

All work under this Contract shall be done and performed to the satisfaction of official, employee, or agent of the County as may be designated. Such official, employee or agent shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the Work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation of meaning of the drawings and specifications. In case of dispute between the CONTRACTOR and the said official, employee or agent of the COUNTY, the decision and determination of the latter shall be taken, and shall be final and conclusive.

The parties agree that any venue of any legal proceedings pertaining to this contract shall be with the COUNTY in Brunswick County, North Carolina and that North Carolina laws apply to all provisions of this agreement.

COMPENSATION

*Brunswick County, North Carolina
Building A HVAC Replacement*

*Contract
June 2017*

County agrees to pay Contractor 40% due upon delivery of materials, monthly progress billings through substantial completion totaling 55% and 5% due upon final completion and issuance of warranty. Payment to the CONTRACTOR by the COUNTY of the amounts so determined to be due, in accordance with this Contract, shall relieve the COUNTY from all claims for work done and materials and equipment furnished under this CONTRACT.

CONTRACTOR'S WARRANTIES

The CONTRACTOR, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of two years after final acceptance of the work performed.

The CONTRACTOR will provide a Certificate(s) of Insurance indicating compliance with the insurance requirements included with this contract within five (5) working days from the date of this contract.

E-VERIFY

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov.

IRAN DIVESTMENT ACT

By signing this agreement vendors, contractors, and/or subcontractors affirm they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

The parties agree that any venue of any legal proceedings pertaining to this contract shall be with the County in Brunswick County, North Carolina and that North Carolina laws apply to all provisions of this agreement.

In the event of a contract dispute, the parties shall first attempt an informal resolution. If the dispute cannot be informally resolved, the parties shall hold mediation with a North Carolina Certified Mediator.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the _____ day of _____, 2017.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. President or Vice President Only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. Only)

(Corporate Seal)

BRUNSWICK COUNTY

Witness:

By: _____

Title: _____

(Council Chairperson or Authorized Designate)

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

By: _____

Julie Miller, Finance Officer – Brunswick County, North Carolina

Approved as to form.

By: _____

Title: County Attorney

HVAC StarPlus

Commercial Facility Services

DATE:	6/07/2017
CUSTOMER NAME:	Brunswick County
ADDRESS:	30 Government Center Drive
CITY, ST., ZIP	Bolivia, NC 28422
BILL TO:	Brunswick County
ADDRESS	30 Government Center Drive
CITY, ST., ZIP	Bolivia, NC 28422
PROJECT NAME:	RFP – BUILDING A HVAC REPLACEMENT
ADDRESS:	30 Government Center Drive
CITY, ST., ZIP	Bolivia, NC 28422
MECHANICAL LICENSE #	31010 H1 CLASS 1, H2, H3 CLASS 1
ELECTRICAL CONTRACTOR	Electrical & Control Services L12975

Thank you for your consideration to allow us to provide pricing

Scope: replace 31 existing VAV boxes with 31 VAV boxes with electric heat

HVAC Star Plus, LLC proposes to furnish all tools, equipment, labor, supervision, material, taxes and insurance to complete the following per the above referenced project.

Install in accordance with bid documents dated May 30, 2017

We propose to furnish material and labor complete in accordance with the above specifications for the sum of: **\$ 100,101.50**

“Prices are good for 30 days”

TERMS AND CONDITIONS

The customer will provide reasonable access to all equipment covered under this agreement. Arrangements will be made with the customer's representative prior to starting and stopping any equipment.

Any changes to the scope of work detailed above, will require an approved change order before **HVAC Star Plus, LLC** will proceed with any additional work.

HVAC Star Plus, LLC responsibility for injury to persons or property shall be limited to injury or damage caused directly by our negligence in performing our obligation under this agreement. In no event shall we be liable for speculative, indirect, or consequential damages and disclaim any and all responsibility and liability for the indoor air quality of the customer's facility.

Invoices are to be paid upon receipt.

This agreement does not include responsibility for deficiencies in the system design which effects system performance or results in improper operation or damage to the equipment.

HVAC Star Plus, LLC shall not be liable for any delay, loss or damages caused by the unavailability of parts.

HVAC Star Plus, LLC is not responsible for any repairs or damages resulting from occurrences beyond our reasonable control such as acts of God or vandalism.

Brunswick County Operation Services Department

Stephanie Lewis, Director

Construction & Grounds
Building Maintenance
Housekeeping

PO Box 249
Bolivia, NC 28422
(910) 253-2515
www.brunswickcountync.gov

Solid Waste & Recycling
Mosquito Control
Service Center

Brunswick County Operation Services is requesting proposals for HVAC design and installation for Building A at the Brunswick County Government Center.

I. General Information

Building A is located at 25 Courthouse Drive, NE, Bolivia, NC and is a building totaling approximately 25,760 square feet.

II. Scope of Work

The intent of this scope of work is to replace the existing 31 variable air volume (VAV) boxes with 31 VAV boxes with electrical heat.

The scope of work for Building A is as follows:

- 1) If tile and grid in the area where the boxes are being replaced need to be removed and replaced, the removal and replacement will be performed by the county.
- 2) Contractor is responsible for obtaining all permits and/or drawings and plans that are required. All permits are paid by county.
- 3) Design drawings by a NC licensed PE will be the responsibility of the contractor and should be included in the pricing.
- 4) Electrical scope, design and stamped drawings are included in contractor's responsibilities.
- 5) Contractor must have system balancing performed by a 3rd party independent certified balancing contractor. Documentation must be provided.
- 6) All material, labor and work will carry a one (1) year warranty from the date accepted by the county as substantial completion. Manufacturer's warranty for proposed equipment should be outlined in proposal.
- 7) Construction schedule indicating durations of work must accompany all bid proposals. Include engineering and electrical work in this schedule.
- 8) All trash and debris is the responsibility of the contractor. Job site must be neat and clean at the end of every shift.

- 9) Electrical sub-contractor must be listed on proposal.
- 10) Contractor must show proposed equipment certification for employees completing the installation.
- 11) Contractor must provide documentation of building pressure and humidity once system installation is complete.
- 12) Contractor must show proof of at least three (3) completed similar VAV projects and references for this work.
- 13) Work must begin within 15 days of notice to proceed.

Demolition: Disconnect electrical and control power wiring to 31 variable air volume boxes.
Disconnect duct work.
Safely remove the existing 31 non-heated VAV boxes.
Proper disposal of these VAV boxes are the responsibility of contractor.

New System Installation:

Equipment: 31 new VAV boxes with electrical heat.
Reconnect the electrical and control wiring.
Provide and install necessary duct fitting to reconnect duct work.

Controls: Each VAV will include its own WIRED thermostat within that space.

Loads: Existing drawings are available through the county for reference of existing equipment size. However, new building load calculations by engineer are required. Office layout as shown on existing drawings will remain the same.

Electrical: Install a new 200 amp 480-volt electrical panel in the electrical room to serve the new VAV boxes.
Install conduit and feeders for panel.
Remove the existing transformer labeled "x-ray".
Demo and cap existing conduit for transformer labeled "x-ray".
Provide and install new flexible conduit and power wiring to serve the new VAV boxes.
Provide and install new control wiring as required by the new fan powered boxes and connect to the existing control system.
All work must be performed by a licensed contractor.
All wiring will be appropriately sized copper wire.
All panels, devices must be properly labeled to match equipment served.
Existing electrical drawings are available for review prior to bid.
Approved isolation/disconnects are required at each air handler.

III. Minority Business Participation Requirements

Provide with the bid - Under NCGS 143-128.2(c) the undersigned Bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the

bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its own workforce may submit an Affidavit B to that effect in lieu of Affidavit A required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

After the proposals are received - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is equal to or more than the goal established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit D is not necessary;

OR

If less than the goal, Affidavit D of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit with their bid the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

The following documents are attached and made a condition of this quote:

1. Identification of Minority Business Participation
2. MBE Affidavit A (Listing of Good Faith Efforts) and Affidavit B (Intent to Perform Contract with Own Workforce).

IV. Insurance Requirements

The contractor must carry the minimum insurance requirements as described in Attachment "A". The contractor will provide the county with a copy of insurance documents.

V. Price and Type of Bid

Proposals are requested according to the above scope of work and should include all labor, tools, materials and equipment.

VI. Right to Reject

The county reserves the unqualified right to reject any or all proposals when such rejection is deemed to be in the best interest of the county.

VII. Cost to Prepare Proposals

Any cost incurred by a contractor in preparing or submitting a proposal is the sole responsibility of the contractor and will not be eligible for reimbursements by the county.

VIII. Right to Submitted Proposals and Supporting Documents

All written correspondence, proposals and supporting documents received by the county regarding the Request for Proposals will become property of the county.

IX. Proposal Deadline

All proposals must be received no later than **June 7, 2017 at 4:00 pm**. Each should be clearly marked “RFP – Building A HVAC Replacement”. These proposals shall be emailed, hand delivered or mailed. These materials should be delivered to Heather Murray, Brunswick County Operation Services Department, PO Box 249, 179 March 9, 1764 Drive NE, Bolivia, NC 28422 or emailed to heather.murray@brunswickcountync.gov.

X. Inquiries

All inquiries concerning this Request for Proposals may be directed to Heather Murray, Brunswick County Operation Services at (910) 253-2503 or heather.murray@brunswickcountync.gov or James Carter, Brunswick County Operation Services at (910) 253-2529 or james.carter@brunswickcountync.gov.



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$ 5,000	Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS
ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 Department: Operation Services
 Contract #: _____
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows;
 ATTENTION: Brunswick County Risk Manager
 30 Government Center Dr. NE
 P.O. Box 249
 Bolivia, NC 28422
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide with the bid - Under NCGS 143-128.2(c) the undersigned Bidder shall identify on its bid (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. Also list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its own workforce may submit an Affidavit **B** to that effect in lieu of Affidavit **A** required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

After the proposals are recieved - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit **C** that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is equal to or more than the goal established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit **D** is not necessary;

OR

If less than the goal, Affidavit **D** of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit with their bid the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

Identification of Minority Business Participation

I, **James Silvester with HVAC Star Plus, LLC**

(Name of Bidder)

do hereby certify that on this project, we will use the following Minority Business Enterprises (MBE) as construction subcontractors, vendors, suppliers, or providers of professional services.

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be (\$) 0.00.

Brunswick County AFFIDAVIT A – Listing of Good Faith Efforts

(Name of Bidder)

Affidavit of James Silvester / HVAC Star Plus, LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government-maintained lists, at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 – (10 pts) Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended pre-bid meetings scheduled by the owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for Subcontractors.
- ☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 – (20 pts) Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.
- ☐ 11 – (20 pts) A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are **Brunswick County** based.

The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 6/5/2017 Name of Authorized Officer: James Silvester

Signature: *James Silvester*

Title: Project manager



State of North Carolina, County of New Hanover
Subscribed and sworn to before me this 5 day of June 2017
Notary Public Lesley Sneed
My commission expires June 20, 2021

Brunswick County AFFIDAVIT C – Portion of the Work to be Performed by Minority Firms

(Note this form is to be submitted only by the apparent lowest responsible, responsive Bidder.)

If the portion of the work to be executed by minority businesses as defined in NCGS143-128.2(g) is equal to or greater than the percentage goal listed in the Notice to Bidders of the Bidders total Contract price, then the Bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within seventy-two (72) hours after notification of being low Bidder.

Affidavit of HVAC Star Plus, LLC I do hereby certify that on the
(Name of Bidder)
RFP - Building A HVAC Replacement
(Project Name)
 Amount of Bid \$ 100,101.50

I will expend a minimum of 0 % of the total dollar amount of the Contract with Minority Business Enterprises. Minority businesses will be employed as construction Subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone #	*Minority Category	Work Description	Dollar Value
<u>NONE</u>	<u>—</u>	<u>—</u>	<u>—</u>

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

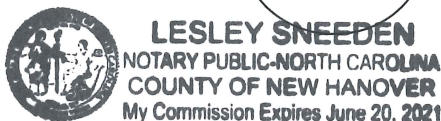
Date: 6/5/2017 Name of Authorized Officer: James Silvester

Signature: 

Title: Project Manager



State of North Carolina, County of New Hanover
 Subscribed and sworn to before me this 5 day of June 2017
 Notary Public Lesley Sneed
 My commission expires June 20, 2021



Brunswick County**AFFIDAVIT D – Good Faith Efforts**

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the percentage goal of participation by minority business listed in the Notice to Bidders **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of HVAC Star Plus, LLC I do hereby certify that on the
(Name of Bidder)
RFP - Building A HVAC Replacement
(Project Name)
Amount of Bid \$ 100,101.50

I will expend a minimum of 0 % of the total dollar amount of the Contract with Minority Business Enterprises. Minority businesses will be employed as construction Subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone #	*Minority Category	Work Description	Dollar Value
<i>NONE</i>	<i>—</i>	<i>—</i>	<i>—</i>

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this Contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date, and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible Sub-Bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any Contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster.
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive Bidder.

Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 6/5/2017 Name of Authorized Officer: James Silvester

Signature: *James Silvester*

Title: Project Manager



LESLEY SNEEDEN
NOTARY PUBLIC-NORTH CAROLINA
COUNTY OF NEW HANOVER
My Commission Expires June 20, 2021

State of North Carolina, County of New Hanover
Subscribed and sworn to before me this 5 day of June 2017
Notary Public Lesley Sneed
My commission expires June 20, 2021



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 17.

From: Operation Services - Donation of Surplus Brick
Stephanie Lewis

Issue/Action Requested:

Request that the Board of Commissioners declare as surplus and approve a donation of brick inventory to Brunswick County Schools.

Background/Purpose of Request:

Operation Services department has surplus brick inventory from past park projects. This surplus inventory has been stored for at least 10 years and consists of over 20 bundles of brick (500 brick per bundle). BC Schools has requested 750 square feet of brick for construction of an outdoor classroom and short walkway at Lincoln Elementary School. Staff estimates eleven bundles of brick will be needed with an approximate value of \$1,600.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Authorized pursuant to 160A-274. Resolution may follow.

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners declare as surplus and approve a donation of brick inventory to Brunswick County Schools.

ATTACHMENTS:

Description

- ▣ Resolution - Conveyance of Surplus Property to Brunswick County Schools - Brick

County of Brunswick
Office of the County Commissioners



**RESOLUTION APPROVING CONVEYANCE OF SURPLUS PROPERTY TO
BRUNSWICK COUNTY SCHOOLS PURSUANT TO G.S. 160A-274**

WHEREAS, Brunswick County possesses surplus brick inventory from past park projects; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, Brunswick County has determined that it is in the best interest of the County to convey 750 square feet of brick (approximately 11 bundles of brick at 500 bricks per bundle) for construction of an outdoor classroom and short walkway at Lincoln Elementary School, and deems it wise to do so for no consideration.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Brunswick County that:

1. Brunswick County hereby authorizes conveyance to Brunswick County Schools 750 square feet of brick (approximately 11 bundles of brick at 500 bricks per bundle) for construction of an outdoor classroom and short walkway at Lincoln Elementary School.
2. The property herein described shall be conveyed for no consideration.
3. The County Manager of Brunswick County is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

This the 17th day of July, 2017.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 18.

Operation Services - Food Vendor Trucks

From:

Stephanie Lewis

Issue/Action Requested:

Request that the Board of Commissioners consider approval for the Food Truck program to continue on a permanent basis at the Government Center.

Background/Purpose of Request:

A trial period for Food Trucks at the Government Center has been conducted and no issues reported. The Food Truck program currently allows no more than 3 trucks between 11 a.m. and 2 p.m. to serve at the Government Center on traffic court days, which recently have occurred on the 2nd and 4th Fridays of the month. An application and procedures have been developed and are posted on the county website for interested parties.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approval for the Food Truck program to continue on a permanent basis at the Government Center.

ATTACHMENTS:

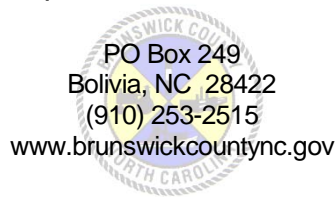
Description

- ☐ Food Truck Application
- ☐ Food Truck Procedures

**Brunswick County
Operation Services Department**

Stephanie Lewis, Director

Construction & Grounds
Building & Park Maintenance
Custodial Services



Solid Waste & Recycling
Mosquito & Water Management
Service Center

**APPLICATION FOR FOOD TRUCKS TO OPERATE AT
BRUNSWICK COUNTY GOVERNMENT CENTER**

You must submit a completed application within two weeks of operating during the days set for traffic court.

PLEASE COMPLETE THE FOLLOWING INFORMATION REQUESTED BELOW:

NAME OF
APPLICANT: _____

ADDRESS: _____

HOME PHONE: _____ CELLPHONE: _____

NAME OF
CONCESSION: _____

DATES OF OPERATION: _____
(Please note that food trucks are only approved to operate on traffic court dates) See attached schedule

ARRIVAL TIME ON THE DATES OF OPERATION: _____

Requirements:

Due to space limitations, food trucks may not exceed 50 feet in length. Food trucks must be set up with the serving area facing the sidewalk.

Vendors are required to serve between 11:00 a.m. and 2:00 p.m. Provide arrival time to ensure staff is available to control traffic while parking the food truck.

A copy of the food service establishment operation permit and a copy of the latest sanitation inspection must be submitted with this application. Sanitation scores of all food trucks requesting to set up on Brunswick County Government Center property must be at least "95.0."

Only 3 food trucks may be set up at one time. **No power or water supplies will be available on site, units must supply their own water and power.**

Please note that only food trucks are approved to set up on Brunswick County Government Center property. The NC Rules Governing Food Protection and Sanitation of Food Establishments defines a "mobile food unit" as a food establishment or pushcart designed to be readily moved and vend food."

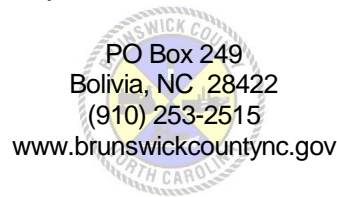
I hereby certify that the information provided within this application is correct and I fully understand any discrepancy in this application may void this approval. I also understand that the local health department may visit the unit to insure compliance of your operation.

Applicant Signature _____ Date: _____



Brunswick County
Operation Services Department
Stephanie Lewis, Director

Construction & Grounds
Building & Park Maintenance
Custodial Services



Solid Waste & Recycling
Mosquito & Water Management
Service Center

**Procedures for Food Truck Sales at
Brunswick County Government Center**

- 1) Applications will be for the operation of a mobile food unit or pushcart (i.e. "food truck") at Brunswick County Government Center between the hours of 7:00 a.m. and 3:00 p.m. on traffic court days occurring during a specified calendar month. Vendors will be required to serve between the hours of 11:00 a.m. and 2:00 p.m.
- 2) Food trucks must have a valid North Carolina Food Service Establishment Operation Permit as required by:

15A NCAC 18A .2670 GENERAL REQUIREMENTS FOR PUSHCARTS AND MOBILE FOOD UNITS

(a) A permit shall be issued by the regulatory authority that inspects the commissary from which a pushcart or mobile food unit is to operate, if the regulatory authority determines that the pushcart or mobile food unit complies with the rules of this Section. The permit shall be maintained on the pushcart or mobile food unit and made available to the regulatory authority upon request.

- 3) Applicants must submit a completed application at least 14 days prior to the date of operation. The applicant will need to specify the actual set up date(s) requested.
 - a. Applications will be available online at www.brunswickcountync.gov and at the Brunswick County Operation Services office located at 179 March 9, 1764 Drive, Bolivia, NC. Applications will also be mailed and/or emailed to interested parties upon request.
 - b. A copy of the operation permit and a copy of the latest sanitation inspection must be submitted with the application.
 - c. Completed applications must be returned to Brunswick County Operation Services.

By Mail: Brunswick County Operation Services
PO Box 249
179 March 9, 1764 Drive
Bolivia, NC 28422

By Email: OperationServices@brunswickcountync.gov.



- 4) Brunswick County Operation Services staff will stamp the date and time the application is received.
- 5) Three food trucks will be assigned operation date(s) which may include one or both traffic court dates within the specified calendar month.
- 6) Applicants will be notified by email and/or phone at least 7 days prior to the nearest date of operation.
- 7) Food trucks not assigned dates on a given month will be placed in queue for the next month of operation according to the date their application was received.
- 8) Due to space limitations, food trucks may not exceed 50' in length. Food trucks must be set up with the serving area facing the sidewalk.
- 9) Food trucks must maintain at least a "95.0" food safety sanitation score to be eligible for this program.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 19.

From:
Stephanie Lewis, Operation Services
Director

Operation Services - Resolution Exempting Building C HVAC
Project

Issue/Action Requested:

Request that the Board of Commissioners approve a resolution exempting the Building C HVAC project from N.C.G.S. 143-64.31.

Background/Purpose of Request:

Brunswick County Operation Services is seeking engineering services for the Building C HVAC renovation. The projected cost of these services is \$10,000. N.C.G.S. 143-64.32 authorizes local governments to exempt contract for design services from the qualifications-based selection requirements if the estimated fee is less than \$50,000. To reduce the costs of this project we are requesting to base these design services on cost rather than qualifications.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a resolution exempting the Building C HVAC project from N.C.G.S. 143-64.31.

ATTACHMENTS:

Description

- ▣ Resolution Exempting Building C HVAC Project

County of Brunswick
Office of the County Commissioners



RESOLUTION EXEMPTING BUILDING C HVAC PROJECT

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and

WHEREAS, Brunswick County proposes to enter into a contract for design services for work on the Building C HVAC project; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, the Brunswick County Board of Commissioners resolves:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

This the 17th day of July, 2017.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 20.

From:
Aaron Perkins, Director of Parks &
Recreation

Parks & Recreation - Brunswick Arts Council Agreement for FY
17-18

Issue/Action Requested:

Request that the Board of Commissioners approve a contract for services with Brunswick Arts Council for \$34,250.

Background/Purpose of Request:

The Brunswick Arts Council (BAC) is unique among local non-profits and is thus seeking funding from Brunswick County on a permanent budgetary basis. The BAC was appointed by the Board of County Commissioners over 30 years ago to be it's liaison with North Carolina Arts Council (NCAC) to receive and administer funding from the state for Brunswick County in accordance with NCAC funding requirements.

Attached is an outline of BAC strategies, objectives and performance goals for the balance of this fiscal year (starting beginning of July and ending June 30, 2017).

Staff recommends approving the contract with Brunswick Arts Council for \$34,250.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a contract for services with Brunswick Arts Council for \$34,250.

ATTACHMENTS:

Description

- ☐ Brunswick Arts Council Contract
- ☐ Brunswick Arts Council Missions & Goals

NORTH CAROLINA

INDEPENDENT CONTRACTOR AGREEMENT

BRUNSWICK COUNTY

THIS AGREEMENT is made and entered into this the ___ day of _____, 2017, by and between Brunswick County Arts Council and, hereinafter referred to as "Contractor"; the Brunswick County Board of Commissioners and the County of Brunswick, a body politic and political subdivision of the State of North Carolina, hereinafter "County";

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of North Carolina; and

WHEREAS, Contractor is engaged in non-profit services such as the Advocating for and Promotion of Arts and Cultural Programs within the County, hereinafter "services"; and

WHEREAS, Contractor on March 26, 1984, the Brunswick County Board of Commissioners designated the Brunswick County Arts Council as the Local Distributing Agency to receive grant monies from the state for cultural and art programs with a letter of endorsement from the Brunswick County Parks and Recreation Department; and

WHEREAS, contractor, and County desire to enter into this Agreement with Contractor, for Contractor to provide such services, expertise, and knowledge to the citizens of the county and visitors; and

WHEREAS, Contractor desires to enter into this Agreement with respect to providing services to the County, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. The County retains Contractor, and Contractor shall provide services to the County upon the terms and conditions hereinafter set forth.

2. County shall have the responsibility to pay for services of Contractor as hereinafter set forth.

3. Contractor Services. Contractor will use County funds in order to support the provision of a part-time administrative executive director, recording secretary for providing minutes of board meetings, annual financial audit by an independent CPA, annual tax return by a CPA, media advertising, an intercultural festival, a 4 X 4 event, other pre-approved operational expenses and state grass roots matching funds with the provision that no county funds be used for scholarships or awards.

4. Contractor shall provide County copies of board meeting minutes, approved budget, annual audit report, annual tax return, evidence of compliance with the state grant program, and any other documents reasonably related to the expenditure of the County funds.

5. Fees to Contractor. For services rendered by Contractor in connection with this Agreement County shall pay Contractor funds up to \$34,250 per fiscal budget year, as services are invoiced.

6. Relation of the Parties. Contractor is an Independent Contractor. The County shall not withhold, from sums becoming payable to Contractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to the County's employees.

7. Income Tax Designation. In the event that the Internal Revenue Service should determine that the Contractor is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

8. No Agency. Nothing contained in this agreement shall be construed to constitute the Contractor as an agent of Brunswick County or to create an agency relationship, nor shall any party have any authority to bind the other in any respect.

9. Assignment. Contractor may not assign any rights or delegate any duties hereunder without the express prior written consent of Brunswick County.

10. Term of Agreement. The term of this Agreement shall begin on the date approved and signed by the last of the parties hereto to sign this document, and continue through June 30, 2018. This Agreement shall automatically renew from year to year unless terminated by any party.

11. Termination. This Agreement may be terminated by any party, at any time, with or without cause upon 30 days written notice. This Agreement shall automatically terminate at midnight on June 30th of any year in which budgeted funds for renewal of Contractor services are not approved by County.

12. Indemnification and Hold Harmless. Contractor, on behalf of Contractor and all employees and agents thereof, hereby holds harmless and indemnifies Brunswick County, and all agencies, elected officials, deputies, agents, servants, volunteers, or employees thereof, from any and all claims of any kind whatsoever or of any nature or injury caused by any damage, injury, harm or other liability related directly to an act, error, omission or negligence of the Contractor.

13. Entire Agreement. This writing contains the entire agreement between the parties. No representations were made or relied upon by either party other than those that are expressly set forth. This agreement may not be amended or modified except in a subsequent written agreement duly executed by each of the parties.

14. Controlling Law. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of North Carolina. The parties hereby submit to jurisdiction and venue in Brunswick County, North Carolina.

15. Labor Law. The Contractor, its agents, employees, contractors and sub-contractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, or disability in any policy or practice. Contractor shall abide by all applicable U.S. and North Carolina Labor Laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act, and the Americans with Disabilities Act and regulations pursuant therein.

16. Waiver. The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.

17. Notices. All notices pertaining to this agreement shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office addressed in each case to the last known mailing address of the party involved.

18. Binding Effect. This agreement shall extend to and be binding upon the parties hereto, their successors and assigns.

19. Headings. The headings in this agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

20. Severability. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable any such provision in any other jurisdiction.

21. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original.

22. E-Verify. Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov.

23. Iran. By signing this agreement vendors, contractors, and/or subcontractors affirm they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

24. Insurance. Contractor shall procure and maintain in full force and effect at all times, and at his or her sole expense liability insurance offering protection against claims arising from the rendering, or failure in rendering, or services on behalf of Brunswick County. The policy shall provide limits of liability in an amount not less than \$1,000,000 per person or \$3,000,000 for all claims occurring during the policy year.

25. Workers' Compensation. The contractor shall provide and maintain Workers' Compensation Insurance as required by the laws of North Carolina

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

BRUNSWICK COUNTY

CONTRACTOR

Ann B. Hardy, County Manager

Brunswick County Arts Council

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

Julie A. Miller, Finance Director

Date

Brunswick Arts Council

The following is an outline of proposed BAC strategies, objectives and performance goals for the balance of this fiscal year (ending June 30, 2017) and next fiscal year.

A. Goals, Objectives, Mission:

a) **Short Term – 2 years:** The BAC must strengthen its foundation in order to provide a strong platform upon which it can successfully implement its full potential. This process will include –

1. increasing the number of board members, including its ethnic and racial diversity
2. increasing art genres represented by the BAC, including camera art and all forms of 3D art and having them represented on the BOD
3. securing and retaining sponsors, donors and other supporters of the arts and supporters of programs for seniors, students and others not currently served
4. securing a part time Executive Director
5. developing a long term template that will assure the continuance and success of the BAC 4x4 fundraising event.
6. developing a long term advertising/marketing plan that will serve to identify and highlight the achievements and contributions of the BAC for the purpose of increasing membership and attracting sponsorships.
7. Continue and expand it's Grassroots and regional funding activities to provide a broader reach to all parts and potential participants of Brunswick County.

b) **Long Term – 5 years:** Once a strong foundation is assured and the BOD includes African Americans, Hispanics et. al., the BAC will be in a position to fulfill and expand it's mission and purpose: To support, promote, enhance and cultivate the arts in Brunswick County and to make cultural events available to a broad range of county residents in all manner of demographics. The BAC shall raise funds for these purposes and undertake services and activities to encourage participation, education and appreciation of the arts. This process will include –

1. Creating partnerships with targeted groups such as seniors and students
2. Creating new programs and expanding existing models so that arts are available to the broadest range of residents in the county. These may include providing instruments and lessons to those in need who desire to learn; infusing arts into the classroom as a means of teaching and learning; encouraging and funding creation of arts groups – singers, dancers, camera clubs, drama workshops, et.al. of all ages.
3. Providing bus trips to museums and art galleries to a broad range of county residents
4. Arranging and providing for entertainment that would be available to those who would not ordinarily be able to afford this “luxury”.
5. Encouraging enough sponsorships, grants and other funding to become self-sufficient.

B. County Budget Request:

- a) The BAC is seeking \$34,250 from the county.
- b) Intended use includes: Independent CPA audit, CPA Tax return, salary for a part time Executive Director, media advertising, partial funding for the Intercultural Festival, partial funding the 4x4 fundraiser; pre-approved operational expenses, and Grassroots matching funds (exclusive of scholarships and awards).



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:

Aaron Perkins, Director of Parks & Recreation

Action Item # V. - 21.

Parks & Recreation - Purchase Agreement with Musco Lighting for Smithville Park

Issue/Action Requested:

Request that the Board of Commissioners approve a Purchase Agreement with Musco Sports Lighting at Smithville Park Phase 1 in the amount of \$440,000.

Background/Purpose of Request:

Within the Smithville Park project, sports lighting is very prevalent. Within the scope of agreement, this will provide new poles/lights where needed per the plan. The new lights will be part of the Musco ControlLynk system which network lighting operations in all of the parks in the County.

The purchase agreement is for a total cost of \$440,000 which includes new products, the ControlLynk system, and installation. The expense equates to the expected quote within the project budget.

Staff recommends approval of the Purchase Agreement with Musco Lighting.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital project ordinance is to transfer \$440,000 designated to the Smithville Park project for contract award.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a Purchase Agreement with Musco Sports Lighting at Smithville Park Phase 1 in the amount of \$440,000.

ATTACHMENTS:

Description

- ☐ Musco Lighting Purchase Agreement
- ☐ 170717 Budget Amendment Smithville Park Lighting Reserve.pdf
- ☐ 170717 Budget Amendment Smithville Park Lighting.pdf
- ☐ 170717 CPO Smithville Park Project.pdf

Purchase Agreement

Date: June 5, 2017

Project Name: Smithville District Park Softball Pickleball Tennis

Project #: 177907

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Rachel Madlock Email: Rachel.madlock@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4780 Fax: 800-374-6402	2. BUYER NAME AND ADDRESS: Brunswick County Parks (the "Buyer") PO Box 249 Bolivia, NC 28422 Attn: Aaron Perkins Email: aaron.perkins@brunswickcountync.gov Telephone: 910-253-2676 Fax: <input checked="" type="checkbox"/> _____
3. OWNER NAME AND ADDRESS: Brunswick County Parks PO Box 249 Bolivia, NC 28422 Attn: Aaron Perkins Email: aaron.perkins@brunswickcountync.gov Telephone: 910-253-2676 Fax: <input checked="" type="checkbox"/> _____	4. SHIPPING NAME AND ADDRESS: Smithville District Park 8340 River Road South East Southport, NC 28461 Attn: Dewayne Holmes Email: deholmes4@yahoo.com Telephone: 910-892-7706 Fax: 910-892-1212
5. WARRANTY CONTACT: Brunswick County Parks PO Box 249 Bolivia, NC 28422 Attn: Aaron Perkins Email: aaron.perkins@brunswickcountync.gov Telephone: 910-253-2673 Fax: <input checked="" type="checkbox"/> _____	6. FACILITY NAME AND ADDRESS: Smithville District Park 8340 River Road South East Southport, NC 28461

7. **EQUIPMENT DESCRIPTION** – Musco shall sell, transfer and deliver to Buyer, and Buyer will purchase, accept and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement. Musco's lighting system consisting of:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 18 – pre-cast concrete bases
- 4 – 50 ft galvanized steel poles
- 8 – 60 ft galvanized steel poles
- 6 – 70 ft galvanized steel poles
- 88 – 1500 watt metal halide factory-aimed and assembled luminaires
- 5 – push button controllers
- Control-Link® Control & Monitoring System Cabinet
- Electrical component enclosures
- Pole length wire harnesses

Built to the following specifications:

- Ballast Input Voltage: 240
- Phase to Pole: 1 Phase
- Structural Integrity: Based upon AASHTO, 2009, 130MPH

8. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Provide confirmation on pole locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.



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www.musco.com • lighting@musco.com

Purchase Agreement

Date: June 5, 2017

Project Name: Smithville District Park Softball Pickleball Tennis

Project #: 177907

9. **MUSCO SERVICES** – Musco agrees to provide design and layout for the lighting system. In addition to the purchase and sale of the Equipment, Musco agrees to provide, itself or through its subcontractors, the following (the "Services"):

Control-Link customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

SMITHFIELD BASEBALL PICKLEBALL Basic Scope of Work Pole in the Air

Owner/Contractor Responsibilities:

1. Complete access to the site for construction utilizing 2 wheel drive rubber tired equipment.
2. Locate existing underground utilities and irrigation systems and mark all pole locations, home plates and field boundary lines.
3. Provide soil boring report or have geotechnical engineer or representative on site to verify soil design parameters if required.
4. Electrical design, installation and all required permits
5. Provide equipment and materials to install the new Lighting Contactor Cabinet and terminate all necessary wiring. Provide 120 V 20 A breaker for control circuit. Contactor cabinets will be delivered with poles and fixtures.
6. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
7. Check all Zones to make sure they work in both auto and manual mode.
8. 1 hour comprehensive burn of all lights on each zone.
9. Set base line for the DAS (Diagnostic Acquisition System)

Musco Responsibilities:

1. Provide required poles, fixtures, controls and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management assistance as needed.

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery. Lighting Contactor Cabinets will need to be given to on-site electrical contractor.
2. Provide storage containers for equipment as needed and disposal of all packing cardboard and debris.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Provide required permitting.
5. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
6. Provide materials and equipment to install (18) LSS foundations as specified on Layout.
7. Remove spoils to owner designated location at jobsite.
8. Provide materials and equipment to assemble (88) LSG fixtures.
9. Provide equipment and materials to assemble and erect (18) LSS Poles.
10. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
11. Provide startup and aiming as required to provide complete and operating sports lighting system.



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Purchase Agreement

Date: June 5, 2017

Project Name: Smithville District Park Softball Pickleball Tennis

Project #: 177907

10. CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty") – Musco shall provide parts, labor and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment included in the Equipment for a period of up to 25 years on the following terms:

- **Warranty Service Begins:** On the date of product shipment
- **Expiration Date:** 25 years from date of shipment, or once lamp usage is exceeded, whichever occurs first
- **Group relamps** will take place at the end of the useful lamp life. If total usage hours are exceeded, owner will need to purchase additional relamps to continue the warranty through 25 years.
- **Monitoring, Maintenance & Control Services**
- **Light levels** – shall be guaranteed for 25 years
- **Energy Consumption:** System Average 137.28 kW; System Maximum 149.6 kW

Area of Lighting	Number of Luminaires	Target Light Levels	Number of Group Relamps	Estimated Annual / 25 Year Estimated Usage Hours	Maximum Hours of Coverage for 25 years
Baseball 1	17	50 FC infield 30 FC outfield	NA	100 / 2,500	5,000
Baseball 2	18	50 FC infield 30 FC outfield	1	100 / 2,500	10,000
Baseball 3	17	50 FC infield 30 FC outfield	1	100 / 2,500	10,000
Tennis	24	50 FC	1	100 / 2,500	10,000
Pickleball	12	50 FC	1	100 / 2,500	10,000

11. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services the Total Price of \$440,000.00 plus applicable taxes, payable as follows.

- \$110,000.00 due with order for pre-manufacturing engineering and design
- \$330,000.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be



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Purchase Agreement

Date: June 5, 2017

Project Name: Smithville District Park Softball Pickleball Tennis

Project #: 177907

responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

- 12. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☒ Taxable

☐ Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

- 13. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project? ☐ Yes ☐ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

- 14. DELIVERY** – Normal delivery to the shipping address indicated above is 4 to 6 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 15. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (800-825-6020). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 16. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.



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Purchase Agreement

Date: June 5, 2017

Project Name: Smithville District Park Softball Pickleball Tennis

Project #: 177907

17. **LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
18. **SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
19. **INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
20. **DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
21. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative, and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
22. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).



____ Initials

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www.musco.com • lighting@musco.com

Page 5 of 7

Purchase Agreement

Date: June 5, 2017

Project Name: Smithville District Park Softball Pickleball Tennis

Project #: 177907

23. **EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

24. **CONDITIONS OF AGREEMENT**

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of North Carolina as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.
- (i) Buyer's acceptance of this Agreement is limited to acceptance of the express terms of this Agreement and does not include any additional or different terms proposed by Buyer or any attempt by Buyer to vary the terms hereof. Any terms or conditions proposed by Buyer that are inconsistent with or in addition to the terms and conditions herein contained are expressly rejected and shall be void and of no effect.

BRUNSWICK COUNTY PARKS

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this 12 day of July, 2017

Signature

Name and Title

Please remember to initial and return all pages of this agreement.



____ Initials

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Page 6 of 7

Request Info	
Type	Budget Amendment
Description	Smithville Park Lighting
Justification	Board Meeting 07/17/17-Transfer funding from the County Capital Reserve to the Smithville Park Project for award of sports lighting contract with Musco Lighting.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	464341	Interfund Trans Co Cap Reserve	Smithville Park	-455000	Decrease	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-455000	Decrease	Debit

Total	
Grand Total:	-910000

Request Info	
Type	Budget Amendment
Description	Smithville Park Lighting
Justification	Board Meeting 07/17/17-Transfer funding from the County Capital Reserve to the Smithville Park Project for award of sports lighting contract with Musco Lighting.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438202	398110	Smithville Park Improvements	Trans Frm General Fund	455000	Increase	Credit
438202	464002	Smithville Park Improvements	Construction	455000	Increase	Debit

Total	
Grand Total:	910000

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE**

**Smithville Park Improvements
(438202)**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Capital Projects Fund:

County Capital Projects Fund:

Revenues:

Miscellaneous Revenues	350,000
Transfer from General Fund	<u>5,563,666</u>
Total County Capital Project Revenues	\$ 5,913,666

Expenditures:

Arch/Eng/Legal	407,232
Construction	<u>5,506,434</u>
Total County Capital Project Expenditures	\$ 5,913,666

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$ 5,563,666
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 5,563,666
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 17, 2017 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 22.

Sheriff's Office - 911 Contract

From:

Mark Trull

Issue/Action Requested:

Request that the Board of Commissioners approve the contract with Century Link for the primary and back up 911 center.

Background/Purpose of Request:

Request Board of Commissioners to approve the contract with Century Link for the primary and back up center. To provide 911 service to primary and back up 911 facilities. The 911 back up system is required by the NC 911 Board.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds approved in FY 17 and will roll forward into the current fiscal year

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Requesting modifications. Approve subject to final approval of contract terms by County Attorney.

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the contract with Century Link for the primary and back up 911 center.

ATTACHMENTS:

Description

☐ Century Link Contract

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

This CenturyLink Custom Cover Agreement (the "Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services ("CenturyLink") and **BRUNSWICK COUNTY 911** ("Customer") establishes the terms and conditions governing CenturyLink's provision of the Products and Services priced in this Agreement. This Agreement and any information concerning its pricing, terms and conditions are CenturyLink's proprietary information and the term of the parties' nondisclosure agreement, if any, is extended to be coterminous with the Agreement Term. All capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the applicable Attachment.

For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

1. **TERM.** This Agreement will be for a term of 36 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service is defined in the applicable attachment.
2. **PRODUCTS AND SERVICES ATTACHMENTS.**
 - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.
Attachment A: CenturyLink Nontariffed Business Products and Services
 - 2.2 **Terms and Conditions.** CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachment.
 - 2.3 **Purchase Orders.** If expressly permitted under the applicable Attachment, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
 - 2.4 **Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
3. **RATES AND CHARGES.** Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
4. **UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
5. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before July 30, 2017; and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

CENTURYLINK SALES SOLUTIONS, INC.

BRUNSWICK COUNTY 911

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Address for Notice:
Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907



CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

ATTACHMENT A

CENTURYLINK NONTARIFFED BUSINESS PRODUCTS AND SERVICES

- CENTURYLINK ENTITIES.** Services described in this Attachment are provided by the applicable CenturyLink local operating company for the Service/Installation Address. The name of the local operating company can be found by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number.
- PRODUCTS AND SERVICES.** CenturyLink will provide to Customer the Products and Services listed in the tables below (each, a "Price Table"). Services are purchased for the specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.
- TERMS AND CONDITIONS.** CenturyLink provides the Products and Services listed in this Attachment under the CenturyLink Local Government Customer Annex and *Standard Terms and Conditions for Communications Services* as attached hereto as Exhibits 1 and 2 to this Attachment and relevant Product or Service-specific terms and conditions listed below.

3.1 IP and Data Transport Services.

- A. The table below lists the IP and Data Transport Services purchased by Customer.

Type of Service
Automatic Location Identification Database Service
911 Call Path Routing
A911 MPLS

- B. In addition to the CenturyLink Local Government Customer Annex and *Standard Terms and Conditions for Communications Services*, CenturyLink provides Automatic Location Identification Database Service, 911 Call Path Routing and A911 MPLS under the Service Guides attached as Exhibits 3 and 4 to this Attachment.

4. PRICE TABLES FOR SERVICES.

Customer Billing Address	Service/Installation Address	Type of Service	Order Term	Monthly Recurring Charge	Non-Recurring Charge
PO BOX 9, BOLIVIA, NC 28422	80 Stamp Act Dr. Bolivia, NC	Automatic Location Identification Database Service and 911 Call Path Routing Service	36 Months	\$10,088.57	\$0.00
	80 Stamp Act Dr. Bolivia, NC	911 -T-1 MPLS Connectivity	36 Months	\$3,785.71	\$0.00
	1625 Village Rd. Leland, NC	Automatic Location Identification Database Service and 911 Call Path Routing	36 Months	\$804.29	\$24,495.00
	1625 Village Rd. Leland, NC	911 -T-1 MPLS Connectivity	36 Months	\$2,857.14	\$0.00

- 4.1 Monthly Recurring Charges ("MRCs").** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current list rates, which are subject to change.

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

- 4.2 Non-recurring Charges ("NRCs").** CenturyLink may charge Customer NRCs related to the Services described in the Price Table. CenturyLink may assess any additional, special construction charges that may be required to provide the Services. Such special construction charges, if applicable, will be determined at the time of the Order.
- 4.3 Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 4.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County

Address: PO BOX 9, BOLIVIA, NC 28422

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County

Address: PO BOX 9, BOLIVIA, NC 28422

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

Exhibit 1 to Attachment A

For use with Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.

CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html.

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Except as provided in Section 7 below, Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State's conflict of laws principles.
7. **911 Emergency Services.**

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

- 7.1. **Indemnification.** Section 13.1 (Mutual Indemnification for Personal Injury, Death or Damage to Personal Property) of the Standard Terms and Conditions will not apply to the sale of Products used for 911 emergency services and 911 emergency Services.
- 7.2. **Disclaimer.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.
8. **Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

Exhibit 2 to Attachment A

These Standard Terms and Conditions are not applicable to services governed by Tariffs on file with the FCC or state regulatory authorities. Tariffs are located at <http://www.centurylink.com/tariffs>.

STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

1. GENERAL.

- 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to all retail business Products and Services that a CenturyLink-affiliated entity provides. "Agreement" means the terms and conditions under which Customer purchases Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this document or in the applicable Schedules or Product and Service-specific Annexes.
- 1.2 Additional Terms and Conditions.** Customer's purchase and use of Products and Services is also governed by product and service-specific terms and conditions found in the applicable Schedules and Product and Service-specific Annexes, posted to http://about.centurylink.com/legal/rates_conditions.html (the "Rates and Conditions Website").
- 1.3 Local Governments and Government Programs.**
- A. Local Government Customers.** Unless specified otherwise, purchases of Products or Services by local governmental entities also are subject to the Local Government Customer Annex posted to the Rates and Conditions Website.
 - B. Universal Service Administrative Company Programs.** Customers seeking funds through Universal Service Administrative Company programs such as the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program"), the Rural Health Care Program of the Universal Service Fund ("RHC Program"), or state or local corollaries to the E-Rate Program or the RHC Program are subject to applicable program annexes posted to the Rates and Conditions Website.
 - C. American Recovery and Reinvestment Act (ARRA).** Customer will not pay for Products or Services with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.
- 1.4 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.

2. TERM.

- 2.1 Agreement Term.** The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole discretion, provide those Services on a time and material basis at CenturyLink's then-current rates

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.

- 2.2 Order Term.** Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

3. CHARGES.

- 3.1 CenturyLink Charges.** Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.

- 3.2 Fixed Rates and Percentage Discounts.** Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**

- 3.3 Rate Adjustments.** CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.

3.4 Taxes.

- A. Taxes Not Included.** CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- B. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.
- C. Exclusions.** Customer will not be responsible for payment of:
- (1) CenturyLink's direct income taxes and employment taxes; and

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
Address: PO BOX 9, BOLIVIA, NC 28422

- (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT.

4.1 Invoicing.

- A. Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:
the date the Products or Services are installed and made available; or
the first day of the first bill cycle after the Effective Date.
- B. Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.
- C. Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.
- D. Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.

- 4.2 Payment and Late Charges.** Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

- 4.3 Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

- 5. CREDIT APPROVAL.** CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. ORDERS.

CenturyLink Custom Cover Agreement

Customer Name: Brunswick County
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- 6.1 Application.** The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.
- 6.2 Cancellation.** CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.
- 7. WARRANTIES.** THE SERVICES AND PRODUCTS PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.
- 8. EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.**
- 8.1 Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.
- 8.2 Calls via Customer's Equipment or Software.** Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.
- 8.3 Software License.**
- A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and

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conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

- B. Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.

- 8.4 Title to Software or Equipment.** CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.

- 8.5 Network Management.** CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.

- 9. USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

10. CUSTOMER RESPONSIBILITIES.

- 10.1 Installation.** Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may disconnect and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.

10.2 Use of Products and Services.

- A. Acceptable Use Policy ("AUP").** If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <http://www.centurylink.com/Pages/AboutUs/Legal>, as reasonably amended from time to time.
- B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. Reseller.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.

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- D. Security.** CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

11. CONFIDENTIALITY AND PRIVACY.

- 11.1 Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.
- 11.2 HIPAA.** By providing Services, CenturyLink does not require or intend to access Customer data, including any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Services and not meant for the purpose of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).
- 11.3 Privacy.** CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.

12. LIMITATIONS OF LIABILITY.

- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of

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personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

12.2 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

12.3 Unauthorized Access and Hacking. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.

12.4 Liability for Content. CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

13. INDEMNIFICATION.

13.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

13.2 Customer Indemnification. Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:

- A.** Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
- B.** Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- C.** CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;
- D.** Customer's breach of software licensing requirements; and
- E.** Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.

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- 13.3 CenturyLink Indemnification.** CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:
- A.** procure the right for Customer to continue using the Services;
 - B.** replace or modify the Services with comparable Services; or
 - C.** terminate the Services.
- 13.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- 13.5 Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

14. TERMINATION.

14.1 CenturyLink Right to Terminate.

- A.** CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
 - (1)** Customer fails to cure its default of the payment terms in the Agreement;
 - (2)** If Customer has vacated the premises to which Services are furnished;
 - (3)** Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
 - (4)** Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
 - (5)** Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
 - (6)** Customer resells Products or Services as prohibited by these Standard Terms and Conditions.
- B.** If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

14.2 Customer Right to Terminate.

- A. Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the

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failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.

- B. Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.

14.3 Early Termination Liability.

- A. Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:

- (1) General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
- (2) Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.

- B. Waiver of Early Termination Liability.** With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases from the same CenturyLink entity providing the terminating Service another service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.

14.4 Disconnect Notice.

CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30th day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.

- 15. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

16. DEFINITIONS.

- 16.1** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2** "Effective Date" is the date the last party signs the Agreement.

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- 16.3 "Local Terms of Service" means the CenturyLink state-specific Guidebooks, Price Lists, Local Terms of Service or other deregulated terms and conditions under which CenturyLink provides detariffed incumbent local exchange carrier Services in certain states.
- 16.4 "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.
- 16.5 "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.
- 16.6 "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.
- 16.7 "Schedules" and "Rates and Services Schedules" ("RSS") can be used interchangeably and are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- 16.8 "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.
- 16.9 "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.

17. MISCELLANEOUS.

- 17.1 **Independent Contractor.** CenturyLink provides the Products and Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 17.2 **No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.3 **No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 17.4 **Governing Law; Dispute Resolution.**
 - A. **Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.
 - B. **Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to the Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.
 - C. **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity.

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- D. Arbitration if Jury-Trial Waiver Unenforceable.** If for any reason the jury waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. If the parties cannot reach agreement on the selection of an arbitrator, either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party's claims to permit the other party to understand the claims and identify witnesses and relevant documents. The arbitrator will not be empowered to award, nor will any party be entitled to receive, any damages or awards that are barred by the "Limitation of Liability" Section of the Agreement. The arbitrator's decision must follow the plain meaning of this Agreement and will be final, binding, and enforceable in a court of competent jurisdiction.
- 17.5 Compliance with Laws.** Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.
- 17.6 Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.
- 17.7 Amendments and Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.
- 17.8 Notices.**
- (a) Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (b) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com. Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Annex. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (c) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- 17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.

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- 17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.
- 17.13 Changes to Tariff, Local Terms of Service, or AUP.** CenturyLink may amend, change, or withdraw the Tariff, Local Terms of Service, or AUP, with such updated Tariff, Local Terms of Service, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements. If a modification to a Tariff, Local Terms of Service, or AUP (A) materially and adversely affects Customer's legitimate use of a Service; and (B) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days' written notice without liability for early termination charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

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Exhibit 3 to Attachment A

911 CALL PATH ROUTING AND A911 MPLS SERVICE GUIDE

This Service Guide describes West's A9-1-1 Routing service (the "Service"). Service is a fully managed solution offering emergency call delivery over a managed Internet Protocol ("IP") network. Service includes the following major components:

- West's Emergency Services IP Network ("ESInet"), provided by CenturyLink, provides a multi-layer redundant IP network architecture designed to support high system availability.
- Routing, delivery and management of 9-1-1 calls from both traditional and next generation networks to Public Safety Answering Points ("PSAPs") that are i3 capable as well as legacy Time-Division Multiplexing ("TDM") PSAPs on the path to i3.

A foundational element of Service is the ESInet, which securely transports emergency calls to all public safety agencies using Service. Such public safety agencies are responsible for receiving, managing, and responding to emergency calls. The ESInet supports end-to-end IP connectivity with IP and TDM ingress and egress options, thereby working with legacy wireline and wireless originating and terminating networks as well as next generation IP originating and terminating networks.

The principal application supported on the ESInet is emergency call delivery from an originating service provider to a PSAP. All associated transfers, bridging and hand-offs required to manage the emergency call are supported. The routing functions that support emergency call delivery determine the correct destination according to i3 or traditional legacy selective routing rules and policies.

There are two primary emergency call delivery solutions available with Service:

- a. IP Selective Router ("IPSR") Replacement: this solution replaces traditional legacy selective routing with an IP infrastructure (ESInet) that uses traditional routing logic. This routing logic consists of the calling party Automatic Number Identification ("ANI")/TN match to an Emergency Service Number ("ESN") and an Electronic Switching System Identification ("ESSID") to determine the appropriate destination (e.g., PSAP).
- b. A9-1-1 i3 Routing Service ("i3 Service"): this solution is in accordance with NENA i3 standards and is based on a caller's originating location as provided in the Presence Information Data Format-Location Object ("PIDF-LO") message and jurisdictional GIS data.

Architecture and Service Availability

Service is designed to achieve high availability through an active-active processing methodology, geographically diverse and distributed components, highly available components, and redundant IP transport. Service supports 99.999% availability for call processing with no single point of failure that will disrupt the ability to provide on-going call processing.

All functions necessary for call processing are deployed in a highly available configuration and duplicated across call processing centers. Transactions or call traffic will divert to available components upon failure or degradation of a given functional component or loss of a physical site. IP transport for critical service components is redundant and designed for multipath IP packet delivery so the failure of a given IP transport mechanism will not affect overall service availability.

Service is monitored 24x7x365 by the West Network Operations Center ("NOC"). Transactions are logged for reporting and analysis. Transaction information is available to CUSTOMER on a daily basis through the performance reporting suite and Customer Management Portal ("CMP").

Shared Services

Terms relating to facility requirements, system testing, migration, support and escalation procedures are described in the Shared Service Guide. These terms apply to Service described herein. In addition, the glossary found in the Shared Service Guide will define certain capitalized terms used in this Service Guide.

Service Features

IPSR Solution

The following components are included in the IPSR solution:

- ESInet
- Functional Routing Elements for Call Delivery
 - Emergency Call Router ("ECR")
 - Policy Routing Function ("PRF")

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- Legacy Network Gateway (“LNG”)
- Legacy Selective Router Gateway (“LSRG”) interface
- Legacy PSAP Gateway (“LPG”)
- Routing Policies:
 - Route lists for Primary, Alternate, Abandonment destinations
 - Ingress trunk resource management by call type
- Bridging (Transfers and Conferencing)
- CMP
- Reporting-Service Performance
- Optional Features:
 - PSAP Abandonment Device (“PAD”) (on premise)
 - Enhanced Routing Options
 - Advanced CMP

i3 Solution

The following components are included in the i3 solution:

- All elements and features included in the IPSR solution
- ESInet with Certificate Management for authenticated data bids from the PSAP
- Functional Routing Elements for Call Delivery
 - Emergency Services Routing Proxy (“ESRP”)
 - Emergency Call Routing Function (“ECRF”)
 - Location Information Server (“LIS”) Interface
 - Additional Data Repository (“ADR”) Interface
 - Spatial Interface (“SI”)
 - Location Validation Function (“LVE”)
- Optional Features:
 - Store coverage areas for other (non-West) ECRFs
 - Forest Guide simulation, in lieu of National Forest Guide deployment
 - ESN Routing with i3 Protocols (includes Legacy LoST Gateway)

Service Description

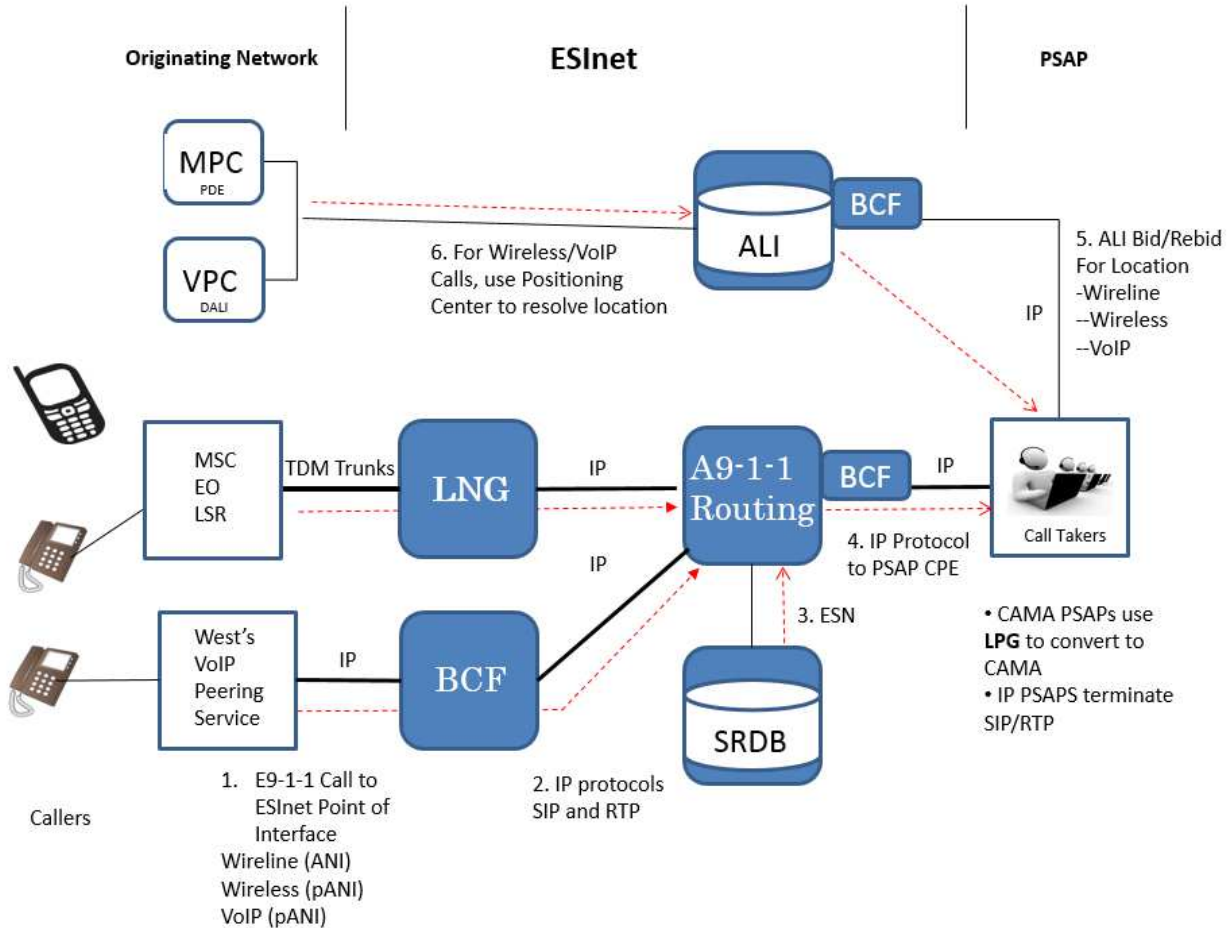
IPSR Solution

The Service IPSR solution is a multi-tenant NG9-1-1 service that replaces legacy TDM selective routing. The routing functions process inbound emergency calls from source, typically a 9-1-1 caller, to destination, which is typically a PSAP. Service will process all inbound emergency calls based on the configured routing rules of the LNG ingress trunk group and PSAP routing policies. Service uses the same selective routing elements as traditional TDM networks; this includes calling party ANI/TN, ANI match to an ESN, and an ESSID. The ESSID/ESN combination determines the specific destination; such as a PSAP. This is sometimes referred to as ESN based routing.

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An example call path is presented below.



ESInet

A foundational component of Service, the ESInet is a managed IP network specifically built to support emergency services communications.

Border Control Function ("BCF")

BCF for IPSR traffic is provided by a Session Border Controller ("SBC") which inspects the voice and signaling traffic. It is configured to restrict traffic to authorized end points where the ESInet and PSAP networks interconnect, and where the ESInet connects with other network service providers.

Ingress Options

Service supports TDM SS7 calls from Originating Service Providers ("OSP") as the standard ingress signaling configuration. Other signaling options such as PRI and CAMA can be supported upon request.

West recommends diverse links from the OSP to each West ESInet demarcation point. The demarcation points are typically located at regional aggregation sites. Originating TDM traffic is converted from TDM/SS7 to IP/SIP. It is the responsibility of the OSP to deliver emergency calls to the West ESInet point of interconnection ("POI").

Call handoffs and transfers from legacy selective routers are supported. The arriving call is delivered and handled the same as any other ingress call.

Egress Options

Service delivers emergency calls in an SIP format to the PSAP at which point CUSTOMER has two interface options depending on the capabilities of the premise-based CPE. The interface options support legacy CAMA and SIP. The SIP interconnection supports both ESN and i3 Service protocols. West will provide CPE interface specifications for SIP connections upon request.

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CenturyLink requires a minimum of two diverse transport facilities, primary and back-up, to a PSAP or a CUSTOMER provided network supporting their PSAPs. Terminating network equipment is provided by West to support termination and hand-off of the emergency call at the PSAP. West configures, monitors, and maintains West provided equipment. CUSTOMERS using Service can leverage the egress connection from the A9-1-1 ESInet to the PSAP for text and ALI delivery. CUSTOMER'S call handling equipment is required to support West's interface specifications for these services. Interface specifications are available upon request.

Additional fees for management and monitoring of non-voice messages such as text and ALI bids may apply to address set-up configurations, terminating equipment components, incident management, and reporting.

The egress connectivity methods are described below.

CAMA PSAP

For stand-alone PSAPs with CPE that require CAMA trunks, CenturyLink will terminate its network on a telecommunications block (typically a 66 block). West will provide a router and a LPG per transport facility connection.

SIP PSAP

For stand-alone PSAPs with CPE that is capable of supporting an SIP interface, CenturyLink will terminate its network on a West provided router. CUSTOMER must provide one free LAN Ethernet 100Mb/full duplex port per West router for this configuration.

SIP PSAP with a Multi-node Configuration

This option is suited for PSAPs or host sites which are part of larger configuration such as host/remote or multi-node. For this option, West routers are deployed at sites within CUSTOMER PSAP network and provide the ability to dynamically failover between sites. This option requires CUSTOMER to provide to West router/firewall Ethernet ports with BGP routing protocol with 100MB/full duplex per port.

Functional Routing Elements

ECR

This element manages all call routing decisions for Service using the SIP protocol. It works with the West Selective Routing Database ("SRDB") which contains the mapping of the TN to ESSID/ESN combination required to selectively route the call to the appropriate PSAP. It is configured with sets of routing rules provisioned for each PSAP.

SIP is the signaling protocol that the ECR uses to communicate with other A9-1-1 call processing network elements.

SRDB

The SRDB contains the mapping of the TN to ESSID/ESN combination which is required to selectively route to the appropriate PSAP. The ECR uses the information in the TN and ESSID/ESN tables to route calls. The SRDB also contains other data items to aid in PSAP resource selection, such as Class of Service (wireline, wireless, VoIP) and; Latitude, Longitude, and elevation.

PRF

The PRF is a functional component of the ECR. It manages and controls rules and policies for routing calls to PSAPs. PSAPs define what these rules and policies are.

LNG/LSRG

The LNG/LSRG are signaling and media interconnection points between callers in the legacy originating networks and the IPSR NG9-1-1 architecture. The LNG converts calls from TDM to SIP signaling for ingress to the ESInet. The LSRG converts calls from SIP to TDM signaling for egress from the ESInet to the PSTN.

Per NENA STA-010.2, the LNG is comprised of three primary components. These components are the Protocol Interworking Function ("PIF"), the NG9-1-1 specific Interwork Function ("NIF") and the Location Interwork Function ("LIF"). For the IPSR service, the PIF component is performed at the edge of the ESInet. The NIF function is performed by the ECR. For i3 Service, the LIF component is enabled to retrieve location for i3 formatted calls.

The LSRG provides an interface between a 9-1-1 selective router and an ESInet, enabling calls to be routed and/or transferred and/or handed-off between legacy and next generation emergency networks. A call hand-off may be required when Service receives a call that it deems should be rerouted to a legacy foreign selective router.

Availability and survivability of these routing elements is achieved by distributing TDM circuits from OSPs across multiple LNGs so that the failure of one LNG will not impact all the circuits from a given originating service area. The SS7 signaling elements are also redundant and geographically distributed so that a single failure will not interrupt continued call processing. Service has default routing capabilities for scenarios where a location is not provided in a timely manner.

LPG

The LPG provides a conversion service from SIP to TDM signaling for PSAPs with legacy CPE that require a CAMA interface. Service refers to this routing element as the PSAP Gateway Manager ("PGM"). Two PGMs are deployed to each PSAP for redundancy and failover. The PGM supports 8-digit CAMA and 10-digit EMF.

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Routing Policy Rules, Attributes and Features

Service processes all inbound emergency calls based on the configured routing rules for the PSAP.

Routing Rules

The routing rules support:

- Management of wireline, wireless, and VoIP call types
- Identification of each end office ("EO"), OSP or mobile switching center ("MSC") trunk for either selective routing or trunk-only routing, based on:
 - Selective Routing: Calling party ANI, ANI match to an ESN and an ESSID, or a pseudo ANI ("p-ANI") used to look up ANI for wireless and VoIP calls.
 - Trunk Only Routing: Incoming EO trunk is assigned an ESN/ESSID which relates to a specific ingress trunk group.

West coordinates with each OSP and confirms that the signaling interface for incoming trunks from the EO or MSC to the West ESNet is appropriate so as to provide the following information:

- Incoming signal type
- Call type
- P-ANI administration, if applicable

Implementing Configurable PSAP Attributes

CUSTOMER identifies which personnel at each of CUSTOMER's PSAPs are authorized to request PSAP configurable attribute changes. West will provision the following PSAP configurable routing attributes as requested by CUSTOMER.

- Primary and alternate routes
- PSAP abandonment routes
- Selective transfer star code destinations (e.g. *11 thru *19) for first responders, Police, Fire, and EMS
- Fixed bridge lists (e.g. *20 thru *49) for poison control, neighboring PSAPs or other similar destinations
- State-wide bridge list (e.g. *500 thru *999) to standardize star codes for PSAPs across an entire State.

PSAP preferred routing instructions apply to the following:

- PSAP Abandonment Routing: specific routing instructions to be applied if the PSAP must evacuate the facility or the PSAP is closed for a period of time.
- PSAP Alternate Routing: Specific routing instructions to be applied as an alternate location for routing if all lines to the primary PSAP are busy, or the PSAP is unreachable (but not abandoned).. Multiple, prioritized alternate route destinations are supported.
- PSAP Default Routing: Specific default routing instructions to be applied for each incoming trunk group. 9-1-1 calls are routed to the default PSAP if an ANI failure occurs, no record found ("NRF"), or unintelligible digits are received from EO.
- PSAP Destinations and Route Lists: PSAP is able to specify a unique route list for each routing rule. These route lists allow for designation of a primary target for call routing and includes numerous prioritized alternate destinations such as:
 - PSAP served by Service
 - PSAP served by a non-West selective routing service
 - PSTN number
 - Fast busy
 - Treatment message
 - Custom tone
- PSAP Trunk Group Management: Each incoming trunk group is individually designated to carry a particular call type and/or combination of call types (wireless, wireline, VoIP).

West will configure the following PSAP configurable trunk attributes for each of CUSTOMER's PSAPs requiring a CAMA interface.

- Numbering Plan Digit ("NPD") assignment (if appropriate)
- Trunk assignments by call type (wireline, wireless, VoIP, or any combination)
 - Each PSAP may designate specific trunks to handle specific call types, or any combination of call types. Call types include wireline, wireless, and VoIP. The benefit is that one call type cannot overrun the available trunks at a PSAP. If a PSAP chooses to designate specific trunk members for specific call types, the PSAP may also elect to have calls of a certain type overflow to trunk members designated for

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a different call type. For example, a PSAP that typically receives many wireless calls for a single incident (i.e., rush hour traffic accident) may overflow the calls to the trunks supporting wireline calls.

Modifying Configurable PSAP Attributes

Following production turn-up of Service, West will complete PSAP configurable attribute changes within five Business Days of receipt of a written request (including email) from CUSTOMER or authorized CUSTOMER PSAP personnel. All requests must be submitted to the West Project Manager for review and implementation or, following Production Turn-up, to the West Program Manager. The five Business Day timeline may be exceeded if the West Project/Program Manager determines that further discussion is needed with PSAP before implementing the changes, for example where the change is technically unadvisable or unfeasible. For PSAP abandonment, CUSTOMER may contact the West Emergency Call Relay Center ("ECRC") to engage the configured PSAP Abandonment Rules. The West ECRC will engage the PSAP Abandonment Rules within 15 minutes of receiving a PSAP abandonment request.

Call Transfer/Bridging and Conference

Transfer/Bridging

Service includes the following flexible transfer/bridging functions for each PSAP. Transfers and bridging is supported between other PSAPs on this Service or PSAPs supported by another selective router service.

- Selective Transfer/Bridge: The ability for the call taker to transfer or N-way conference an incoming call to another agency by selecting the agency; e.g., "Fire," on CUSTOMER PSAP CPE
- Fixed Transfer/Bridge: The ability for the call taker to transfer or N-way conference
- Manual Transfer/Bridge: The ability for the call taker to complete a manual transfer
- Call Transfers between LEC Providers

Supporting Transfers to PSAPs not using Service

CUSTOMER PSAPs on Service can transfer calls to PSAPs not using the Service. However, connectivity must be established between the A9-1-1 ESInet and the selective router or ESInet supporting the PSAP served by another provider. For Wireline, Wireless and VoIP calls, the Telephone Number ("TN"), Emergency Services Routing Key ("ESRK") and Emergency Services Query Key ("ESQK") should be provisioned into each 9-1-1 service provider's ALI system so that location information can be retrieved by the receiving PSAP's ALI system. Interconnection with the other 9-1-1 service provider's selective routers and ALI systems require the cooperation of such service provider. When cooperation of such service providers is not received, transfers to secondary PSAPs served by legacy SR service are conducted via PSTN without ANI or ALI. Inclusion of secondary PSAPs onto Service (which would enable full ANI and ALI transfer to them) is out of scope and subject to change order unless specially listed in the A9-1-1 Service Order.

If the legacy 9-1-1 service provider does not support the inter-ALI connectivity, an alternate method of call transfer processing is required. The alternative to inter-ALI connectivity is for both West and the legacy service provider to provision TN data into their respective ALI systems. This method is also known as 'dual loading'. In using this method, the call transfer is performed (including ANI) via the interconnection between the legacy service provider and West selective routing solution. ALI is provided by the 9-1-1 service provider for the receiving PSAP.

Bridging with Conference Control

A conference bridge is a call scenario involving more than two call participants. A call participant is any destination participating on the conference call such as the original terminating CPE, PSTN and any additional terminating CPE. After the initial dialog between the caller and the call handler has been established, any call handler may bridge one or more additional participants. A call handler is any member on the bridge that is a terminating ESRP. Service supports the following conference call scenarios.

- For SIP enabled PSAPs:
 - The initial call handler may bridge one or more participants to the call.
 - Added call handlers may bridge one or more additional participants.
 - Any call handler may drop any participant that they have bridged to the call.
 - Any call handler may drop the last participant that joined the bridged call.
 - A call handler may drop any participant if they have the corresponding Universal Resource Identifier ("URI").
- For CAMA PSAPs:
 - The initial call handler may bridge one new participant to the call.
 - Added call handlers may bridge one additional participant.
 - A call handler may drop the participant they added to the call. Any participants added by dropped call handler will also be dropped.

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To ensure quality of service, Service limits the number of conference call participants to ten as a standard configuration.

CMP

The CMP is a web-based tool that allows authorized users to view Service configurations for their respective PSAP, including call transfers, routing, and other configurations. In addition, the user may research Call Detail Records for call activity based on a specific date range.

The CMP provides the following information for a specific PSAP:

- Provisioned PSAP contact information and feature subscription information
- PSAP's current operational state (e.g. in-service or abandoned) and a link to a 90 day history of the PSAP's operational state
- Information about the provisioned Abandonment Route List such as name and pilot number of the PSAP that will receive calls when a PSAP is abandoned
- A list of PSAPs that have your PSAP as the primary destination in their route list
- Selective Transfer and Bridge list (speed dial) for TNs associated with first responders (e.g. other PSAPs) associated with the ESN of the caller's TN
- Fixed transfer and Bridge list (speed dial) for frequently called numbers such as 'poison control'
- Statewide PSAP directory (as applicable) which can be used by any PSAP in a state to contact any other PSAP in the same state
- Call Detail Records ("CDRs"): view CDRs for which your PSAP was either a primary or alternate participant. Each CDR is built for each destination while processing the call. The information is divided into the following categories:
 - Call start
 - Answer
 - Call disconnect

Support services for the CMP are provided during "West Normal Business Hours," defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

Performance Reporting Metrics

Service provides CUSTOMER with up to three user accounts per CUSTOMER PSAP for access to Service Performance Reports. These reports can be queried based on a daily, weekly, or monthly basis.

Updates for reports refreshed daily are posted by 9:00 AM Mountain Time (MT), and updates to monthly data sets are posted by the sixth business day of each month immediately following the reporting month. CUSTOMER will be able to access one year of data through the reporting tool. CUSTOMER report requests older than one year are out of scope and subject to change order.

Support services for the reporting tool are provided during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

Reports

The following are standard reports provided for Service:

- Event Count Reports per Hour: provides metrics for total calls in which CUSTOMER's PSAP participated by hour for a day, week or month.
- Event Count Report by Trunk Group: provides metrics for total calls in which CUSTOMER's PSAP participated and provides metrics for calls attempted, calls transferred out, calls transferred in.
- Event Count by Routing Reason and Destination: Indicates counts where CUSTOMER's PSAP participated as the Primary versus Alternate, whether the call was answered or busy, for Default versus Selective routed, and for call where the destination was "Not Available" (includes abandoned, rejected, transferred and handed-off calls). Provides metrics for total calls, initial calls, and calls transferred out/in for each category.
- Event Count by Type: Indicates counts by call type (wireless, wireline, VoIP) where CUSTOMER's PSAP is primary, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in.
- Event Count by Incoming Trunk: Indicates the number of calls sent to CUSTOMER's PSAP by each trunk, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
- Bridge Call Summary: provides metrics for calls bridged in or out by bridge type (fixed, selective, manual). Call detail is available for each bridged call.
- Routing Database Processing: provides a breakout of initial calls where CUSTOMER's PSAP was Primary by selectively routed versus default routed with a NRF breakout.

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- Event Setup Time: provides statistics on the time to route and deliver calls where your PSAP is Primary, including the minimum, maximum, median and average times.

IPSR Replacement Optional Features and Functions

PSAP Abandonment Equipment

CUSTOMERs may order and use a PAD as part of Service equipment installed and managed on the PSAP's premises. The PAD enables 9-1-1 calls to be re-routed to a pre-provisioned alternate destination if a PSAP is unable to receive and answer calls. This device can also be used when a PSAP is abandoned due to a catastrophic event or to support manned versus un-manned operating hours; e.g., PSAP A is manned from 7 AM to 7 PM Sunday through Saturday and then 9-1-1 calls for that jurisdiction are supported by PSAP B from 7 PM to 7 AM on the same days. If the PSAP chooses to not have a PAD, West will perform the abandonment function on behalf of the PSAP upon request or the PSAP can evoke abandonment routing through the CMP if they subscribed to this feature. Please see CMP Optional Features listed below.

Advanced Routing Options-Call Volume Distribution

Given a set of overflow destination choices, the call routing for Primary/Alternate or Abandonment routing will evenly distribute incoming calls over the set of overflow destinations. Up to ten destinations per route list can be supported. This feature can be requested by CUSTOMER during initial turn-up of Service/ESInet service or as a change request by CUSTOMERs in service. The options are:

- Use for overflow from the primary PSAP to alternate PSAPs
- Use for distribution to two or more PSAPs when in an abandoned state

For each option above, a route list of PSAPs is required. CUSTOMER may choose from route lists they have in place or they may create a new route list to be specifically used for this feature. This feature is either 'on' or 'off' for all calls.

Advanced CMP-Administrative Roles

The CMP is a web-based application that allows authorized personnel from regional agencies or PSAPs to view, through a single sign-on, the following information for one or more PSAP level accounts deployed on Service ESInet:

- Provisioned PSAP contact information and feature subscription information
- PSAP operational state and a 90-day PSAP state history report
- Abandonment Back-up Route Lists
- Fixed transfer and bridge list
- ESN selective bridge list
- Statewide PSAP directory (as applicable)
- CDRs

Roles

There are multiple roles associated with the CMP. These roles determine what information is accessible to the user and what tasks can be performed by the user.

The Role included with Service is 'PSAP View Only'. This role allows users to view information associated with a single PSAP. Please see Section 0 above for a description of what information is available to view.

For an additional charge a role for CUSTOMER and/or Regional Authority can be provisioned and supported. This role allows the user to view contact, configuration and CDR information for multiple PSAPs with a single set of log-on credential.

i3 Service Standard Features and Functions

The i3 Service provides CUSTOMERs with SIP-based call routing compliant with i3 functionality as referenced in the NENA Detailed Functional and Interface Standards 08-003 v1, June 14, 2011 ("i3 Reference Architecture"). With the recent release of NENA STA-010.2 (formerly known as NENA 08-003 v2) and the subsequent NENA Working Group effort to continue with the NENA STA-010.3 draft, West will continue to evaluate both recent and future changes to the specification and update pertinent core services when deemed necessary and acceptable. Note that not all functionality described within the specification has had market demand and as such not all described functionality is included in i3 Service.

i3 Service includes:

- An ESInet to deliver 9-1-1 voice SIP/PIDF-LO to the PSAP as well as supplemental data as defined in the i3 Reference Architecture.

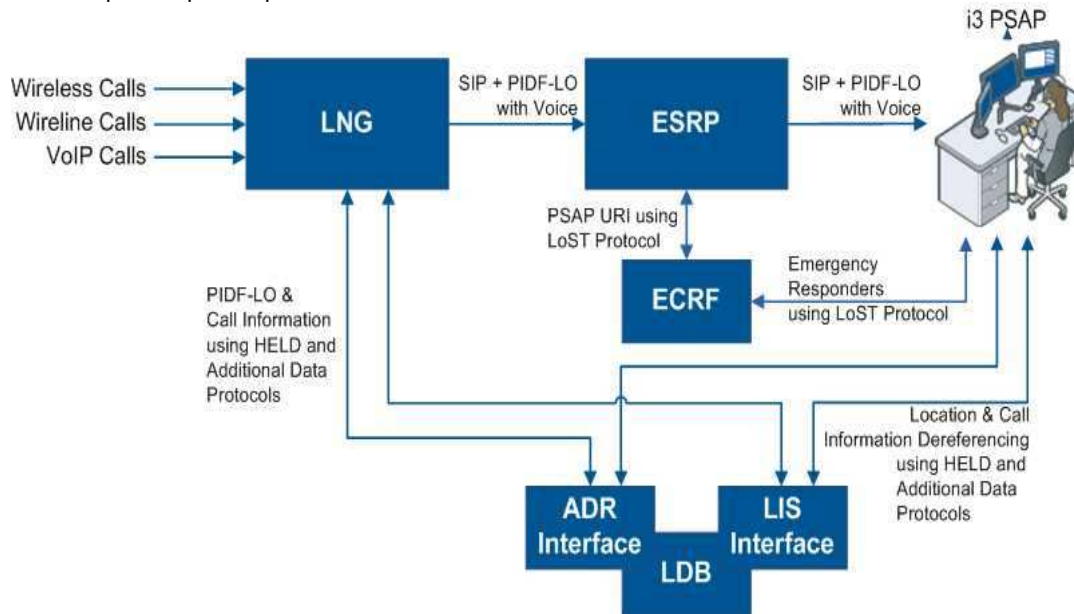
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- Routing calls and enhanced data utilizing i3 functional elements and open standard protocols, as defined in the i3 Reference Architecture. These functions include the call routing components (BCF, LNG, LIS Interface, ADR Interface, ESRP, PRF, ECRF) as well as the GIS data provisioning components (SI, LVF).

Note that the LIS Interface and ADR Interface, as well as their associated Location Database (“LDB”), are not a part of the end-state i3 architecture. These functions are designed to be provided by the OSP. Until OSPs are providing their own LISs and ADRs, this is a function included with i3 Service.

An example call path is presented below.



All features and functions provided with IPSR are included with i3 Service. In addition, the following i3 specific features and functions are included as standard components.

ESInet

The ESInet continues to be the foundational component of i3 Service.

Border Control Function (BCF)

For i3 Service, the BCF is expanded to include certificate management to securely manage access to i3 data elements.

Egress Options

i3 Service delivers emergency calls in an i3 format to the PSAP. The i3 format includes PIDF-LO. The i3 SIP INVITE delivered to the PSAP (terminating ESRP) includes (as available) both geodetic and civic location elements and additional data, conveyed by value and/or reference from the LIS and ADR [formerly referred to as the Call Information Database (“CIBD”)] responses.

For PSAPs that are i3 enabled, i3 Service supports the following interfaces as documented in NENA STA-010.2 Detailed Functional and Interface Specification for the NENA i3 Solution-Stage 3.

- ESRP-Terminating ESRP Interface
- ECRF-LoST Interface
- LIS-HTTP-Enabled Location Delivery (“HELD”) Interface
- Additional Data Interface (“ADR”)
- LVF-LoST Interface

Whereas West can deliver PIDF-LO to a PSAP with a CAMA, SIP or i3 CPE interface, only the i3 interface will fully utilize the information available with the call. West will provide CPE interface specifications for i3 connections upon request. A sub-set of i3 routing policies can be provisioned for legacy PSAPs along with a ten-digit TN for delivery. The Egress connectivity options are the same as described for IPSR. Please see Section 0 above for a description of the connectivity options.

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Functional Routing Elements

ECRF

A core i3 component of i3 Service is the ECRF which enables i3 GIS-based routing, emergency responder determination, and the return of URIs for location specific ADRs. The ECRF provides the capability to determine the correct URI (location) for the requested Uniform Resource Name ("URN") based on either civic or geodetic location elements within the PIDF-LO. The West ECRF supports <findService>, <listServices> and <listServicesByLocation> LoST queries.

CUSTOMER's GIS data is uploaded to the ECRF through the SI. Updates to the data set for any reason are supported through the SI as well. Validated GIS updates are normalized and applied to the ECRF production instances in a manner that preserves availability and coordinates with other ESInet scheduled updates and activities. I3 Service supports a minimum of four ECRFs; two per geographically diverse location. Each ECRF element maintains two copies of each map layer, an active one that processes the LoST queries and an inactive one. New updates are applied to the inactive directory. Once processing is complete for all ECRF instances, the ECRF system will notify the SI that the load was successful and make the inactive map layer active. If for some reason the load was unsuccessful, the ECRF system will pass that result along to the SI which will send out alarm notifications. If this occurs, the previously active map layer will remain active.

For expediency during call processing, the geodetic location is utilized by the ESRP for routing determination, allowing the ECRF to use a point-in-polygon lookup. Routing and other services can also be determined based on civic address when geodetic locations are unavailable.

Polygon sets for each service URN (name) a CUSTOMER would like to support must be included via the SI for validation and implementation in the ECRF. The PSAP may query the ECRF for additional service URNs associated with the location. The PSAP may also query the ECRF for the URI associated with an ADR specific to the civic location provided in the LoST request. If that information is provisioned with the PSAP's Address Point data, the ADR URI will be returned.

The ECRF supports additional service layers, such as Poison Control or Animal Control, and is capable of handling alternate service layers that when combined with the PRF, provide optional advanced call routing functions beyond what the NENA specifications require. See i3 Routing Optional Features Section 2.3.4 for advanced call routing functions available with this service.

Additionally, if the ECRF receives a request for a location outside its coverage area, it will send an iterative query to the National Forest Guide, once available. Absent the National Forest Guide, the ECRF has the capability of storing coverage areas for other ECRFs. When a request for a location that falls outside of its own coverage area is received, the ECRF will check to see if the location falls within another known coverage area and send a recursive query to that ECRF and per RFC 5222, pass that response along to the requesting system.

Certain functions of the ECRF, such as those associated with gap/overlap detection and event notifications are handled on independent servers, so these functions never interfere with the critical call-time activities of the ECRF.

SI

The SI serves as the single resource for GIS data updates for provisioning of the ECRF. This allows for consistency between the various i3 transitional elements and i3 core services that utilize the data. Specifically, the SI supports:

- Secure GIS file transfer
- Automated schema change detection and error notification
- Automated email notifications for file upload and processing status

GIS updates are provisioned through the SI which performs GIS validations, including those to ensure routing integrity. The quality assurance/quality control processes conducted during the validation steps prevent any unwanted boundary gaps or overlaps from being provisioned in the ECRF. The SI can also be configured to check for duplicate features as these will adversely impact the ECRFs ability to return a valid response for a given location. A change control system is used to monitor and manage data discrepancies and to track data change requirements.

Location Information Service ("LIS") and ADR Interfaces

The LIS provides the location of end points, including; location by reference and location by value (geodetic or civic). West provides a LIS interface that draws its location information from a LDB.

Whereas the carriers (OSPs) are responsible for building and maintaining the LIS, there have been limited to no deployments of this i3 functional element to date. With that in mind, West has built a transitional LIS solution that leverages an interface into the ALI database that supports HELD queries in conformance with RFC 5985. The ALI database serves as the LDB during carrier transition to NENA i3 compliance. West will maintain the HELD interface to its ALI platform to simultaneously support legacy PSAPs and i3 PSAPs.

The HELD interface into the West LDB (aka Regional LIS or Public Sector LIS) is leveraged by the LNG to retrieve PIDF-LO, either by value or reference, to be delivered to the PSAP within the SIP messaging. The HELD interface is also presented to the PSAP CPE to provide dereferencing services and/or provide location updates for wireless calls. Note that not all ALI fields map to PIDF-LO, for example Class of Service and CUSTOMER Name. For these fields,

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the LNG supports Additional Data protocol (draft-ietf-ecrit-additional-data-28) to retrieve these data fields via the ADR. The ADR information, when combined with PIDF-LO will provide data equating to legacy ALI equivalency. The ability to utilize this information is dependent on the capabilities of the CPE.

West uses a LNG to provide the mechanism to obtain the caller's location at the time of the call by using the LIF to query the caller's appropriate LIS database, be it via the LIS interface into the LDB or a carrier LIS once available.

Emergency Services Routing Protocol ("ESRP")

The ESRP replaces the ECR system for i3 Service. The ESRP, a NG9-1-1 functional element, is a SIP proxy server that selects the next routing hop within the ESInet based on location and policy. There is at least one ESRP within the ESInet. There may be several intermediate ESRPs in the call path. PSAPs with SIP CPE will typically have a terminating ESRP on premise.

The ESRP provides i3 compliant routing functionality with i3 compliant interfaces and features. The ESRP processes ingress calls using Session Initiation Protocol ("SIP") signaling with location embedded in the PIDF-LO from i3 compliant carrier networks, from legacy carriers or selective routers via the LNG, or from an upstream i3 ESRP and routes calls to the appropriate terminating ESRP (PSAP) according to the caller's location and the PSAP-configured routing policy.

When the ESRP receives an ingress call, it evaluates the SIP INVITE geolocation header within the PIDF-LO. If the geolocation header contains location by reference, the ESRP queries the LIS via the HELD interface. The LIS provides the dereferencing service and responds with the routable geodetic and/or civic location value. The ESRP then queries the ECRF via the LoST protocol with the caller's geodetic and/or civic address location to identify destination URI for the call.

Using the location-determined URI retrieved from the ECRF via the LoST protocol, the ESRP interacts with the PRF to determine call routing.

Policy route determination includes evaluation of the PSAP-configured routing policy, the caller's location (for geospatially determined alternate routing policies), the PSAP operational state, and the ring-no-answer timer configuration. The ESRP also supports an option to configure PSAP routing by call type. This option supports areas where wireless calls are routed using a different set of PSAP polygons than are used to route wireline or VoIP calls. The ESRP supports N-way bridging and call transfers using i3 SIP REFER and subscribe/notify messaging. i3 PSAPs can transfer calls to both i3 and non-i3 compliant PSAPs. Subscribe/notify messaging allows the PSAP or secondary PSAP to take control over the call bridge once the call has been transferred.

PRF

The PRF is a functional component of the ESRP. It manages and controls rules and policies for routing calls to PSAPs. PSAPs define what these rules and policies are.

Routing Policy Rules, Options and Features

The i3 Service supports the same configuration options available with IPSR service as well as the option below.

ESN Back-up Routing

i3 Service provides PSAPs with peace of mind by supporting multiple default routing fallback options until carriers transition to i3-compliant call delivery and/or for when GIS location information is not available or incomplete. Fallback to legacy ESN or NRF routing is optionally supported at no additional charge to ensure every call is routed to the appropriate PSAP even if VoIP or wireless carriers do not deliver or pre-provision routable location values or if carrier-provisioned records are error treated. If the ESRP has to utilize the fallback ESN or NRF routing scheme, it will continue to deliver the call and location information in the i3 SIP and PIDF-LO formats. This innovative solution provides for extreme reliability for the routing of calls.

Performance Reporting

The i3 Service supports the same reporting options available with IPSR service.

i3 Service Optional Features and Functions

The Optional Features and Functions available with IPSR are available with i3 Service. In addition, the following features and functions are available for an additional charge.

ECRF Options

Non-West Coverage areas

Store coverage areas for other (non-West) ECRFs

Alternate Esri based delta updates

Alternate Esri based delta updates of GIS data: West supports full file uploads of Esri shape files, alternate Esri based delta updates and geodatabase files. West will provide details around creation of those delta files to be used for GIS data updates upon request.

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Routing Options

ESN Routing with i3 Protocols (includes Legacy LoST Gateway)

A fully i3 compliant implementation requires very high quality GIS data for routing and location validation. While this is the preferred solution, West is in a position to provide a transitional solution that will fully interface with an i3 compliant CPE provider. West can leverage existing functionality in its Service solution to route the call to an i3 compliant PSAP. The four i3 interfaces required by the PSAP for full compliance are:

- An ESRP to Terminating ESRP interface for call setup using an i3 compliant SIP invite that includes PIDF-LO (location by value) and/or location by reference as well as Additional Data associated with the call as provided by the ADR.
- A HELD protocol interface to retrieve updated location information from the LIS Interface identified in the SIP messaging as the source to dereference a location that is provided by reference.
- An Additional Data protocol interface to retrieve additional call information.
- A Location to Service Translation ("LoST") protocol interface into the ECRF for the retrieval of responder selective transfer information.

The data provided via interfaces two through four were provided via a single ALI bid in the legacy world and require bids to three separate interfaces in an i3 implementation. Use of GIS data for routing and location validation is preferred, but GIS data is not required to implement interfaces one through three.

The ECRF requires GIS data. Without supporting GIS data, the PSAP CPE would be forced to work in a hybrid manner during transition, leveraging some of the i3 interfaces, but requiring legacy ALI bids to retrieve other pieces of critical data, specifically the ELTs for selective transfer. Legacy and i3 retrieval interfaces can be mixed and matched in various ways, providing a potentially very complex solution from the CPE end. Mixing legacy and i3 interfaces is not recommended.

The Legacy LoST Gateway rounds out a suite of i3 interfaces to the CPE, even if CUSTOMER is not ready with its GIS data. To accomplish this, a LoST protocol interface must be presented to the PSAP CPE. The data supporting the LoST response to a LoST request from the CPE would be gathered from an ALI bid that includes ELTs in the response.

This unique capability allows calls to continue to route in a legacy manner while presenting all i3 defined interfaces to the PSAP CPE while the 9-1-1 authority works on preparing their GIS data. Once available, it can be provisioned to the ECRF and routing will begin working as designed in the NENA i3 specifications.

General Service Attributes, Limitations and Disclaimers

Service has the following general attributes.

- West owns and manages all functional routing elements.
- The i3 Service is designed to work with both West and non-West GIS Location Data Management ("LDM") services. However, the West GIS LDM services provide a seamless end-to-end solution with economic advantages due to workflow efficiencies.
- If a foreign GIS service is used; the accuracy and completeness of the data is the responsibility of the 9-1-1 Authority which includes a LVF validation of civic address prior to a call being placed.
- ESInet PSAP connections can be used for other West provided services, including but not limited to ALI bids and TXT29-1-1.
- Hosting of the ADR and/or LIS is not West's responsibility.
- Per-Person charges apply when Service has been accepted by PSAP CUSTOMER.

Training

West will provide training to county/municipal coordinators for access to the CMP. Each training session will last approximately up to two hours and will be via a telephone and/or web conference.

Service Turn-Up

Overview

The West Solution Delivery approach to plan, configure, network engineer, implement, test, document, train, and support Service follows West's time-proven Solution Delivery methodology. The lifecycle begins with solution definition and architecture activities. During these initial phases, the joint CUSTOMER and West team members verify system application and implementation requirements, refine the solution architecture, and finalize the plan for solution deployment. Following definition and architecture phases, the West team orders, installs, configures, tests, and trains users on CUSTOMER-facing solution components as part of the deployment effort. Following successful

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deployment, the maintenance phase begins. The primary goal of this methodology is that the project aligns with overall CUSTOMER expectations, and is tailored to fit the needs of CUSTOMER. The Project Plan phases are described below.

Solution Definition

The first phase is the Solution Definition, which begins with the kickoff and alignment process and is critical to the overall success of the 9-1-1 initiative. During this process, key members of the joint project team unite to identify roles, responsibilities, critical success factors, project challenges, elaborate on specific strategies and project options, confirm Service project scope, and finalize plans to expedite solution delivery plans and resources. The proposed solution is reviewed in order to align each primary stakeholder with a common vision and strategy for unified team design and planning. The West team conducts current systems, processes, and site surveys to more clearly understand the current system and user environment, allowing the Team to plan the most effective migration path to the new system.

Solution Architecture

During the Solution Architecture phase, the detailed solution design is finalized based on confirmed requirements. During this phase, the West team analyzes the current systems, operations, and operational procedures, identifies the human factors needs, considers implementation options, and with CUSTOMER, commits the detailed solution design and implementation schedule.

Stakeholder participation to identify processes and standard operating impact is critical in this process to support a successful integration of the new system. Current procedures, connectivity, and routing policies are examined so that the appropriate practices are carried forward to the new system environment. Examples of important areas considered include load balancing philosophies and default routing rules.

Initial planning for connectivity from the telephone service providers to the POIs also begins in the architecture phase. Key solution architecture planning activities include:

- Detailed solution design and schematics (onsite, site to site, site to West, routers, etc.)
- Originating service provider connectivity specifications
- Physical requirements (e.g., equipment room design, floor loading)
- Call transfer requirements
- Training plan and schedule
- Refined project plan and timeline

Solution Integration

During the Solution Integration phase, the components of the solution, including processes, applications, servers, network components, and data flow, are ordered, engineered and readied for deployment. All network, regional, and CUSTOMER premises components are delivered, and the equipment rooms and other facilities are readied. Coordination with wireline, wireless, and VoIP OSP is an essential part of this stage to plan for Service management transition. OSP receive all necessary information and detail to obtain connectivity to the West systems and the service provider's connectivity to the POIs is engineered and ordered.

Working closely with CUSTOMER and stakeholder groups, the project team designs customized provisioning plans (including incoming trunk route plans, bridge lists, and dialing plans). Additionally, the documentation developers customize the user and process documents, if needed, to meet the needs of CUSTOMER.

Solution Deployment

During the Solution Deployment phase, all network components and equipment connectivity is validated and acceptance tests are performed, metrics tracking, reporting is initiated, and training is provided. After complete non-live call testing, the system begins supporting live 9-1-1 traffic.

In preparation for deployment and in partnership with CenturyLink and the CUSTOMER, the West Project Manager finalizes the cutover plan, including procedures for notification concerning schedule specifics. Prior to the commencement of cutover, the project team members will hold a cutover meeting with CUSTOMER and the telephone service providers. The purpose of this meeting is to discuss the progress of activities and the cutover readiness.

PSAP training is provided in accordance with the detailed training rollout plans. The system will then undergo a system acceptance test and quality walkthrough. Once complete, and in agreement with CUSTOMER, a live-traffic cutover will then commence. Once live traffic has moved to Service, the maintenance period begins.

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Solution Maintenance

The Solution Maintenance phase begins once live traffic is transferred onto any part of Service. During this phase, CenturyLink and West provide ongoing tiered support services to monitor service level performance, manage help desk requests, escalate support procedures, and support CUSTOMER to reach the highest level of operational excellence. The solution support team is in place to receive, analyze, and rectify problems and address information requests.

CenturyLink & West Project Support

CenturyLink and West designate project managers to act as project leads and the primary interfaces with CUSTOMER's appointed contact for project collaboration. Project collaboration includes:

- Coordination of project kickoff meeting with CUSTOMER
- Coordination with CUSTOMER for implementation planning and design and requirements definition
- Identification and communication of key milestone dates and events for the implementation timeline
- Program tracking of the master project plan and task management of the project implementation
- Coordinate and manage all necessary CenturyLink and West resources to complete Service deployment activities
- Work with each CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase. This plan is refined over the course of the project as mutually agreed by both parties.
- Appoint a CUSTOMER Program Manager

Following the deployment phase completion, the CUSTOMER Program Manager will serve as CUSTOMER's primary point of contact for issues resolution, escalations, enhancement requests, and planning. They will provide CUSTOMER with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list. It is the responsibility of each party to update and publish these lists on a regular basis.

CUSTOMER Project Support

CUSTOMER designates a 9-1-1 operations contact to act as CUSTOMER's project lead for the duration of the project. CUSTOMER's project lead works with the CenturyLink and West project leads to:

- Assist with the coordination of the project kickoff meeting with CenturyLink, West and CUSTOMER technical resources
- Coordinate CUSTOMER's technical resources for implementation planning, design and requirements definition
- Reporting and verify problems related to the project
- Facilitate ongoing communications with CenturyLink and West
- Assign appropriate Information Technology ("IT") Personnel and experienced call takers at each PSAP who understand the overall impact of the transition of the 9-1-1 systems and can assist in the overall impact planning for transition activities such as testing and migration. This activity may include West and CUSTOMER's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and services as designed for CUSTOMER.

OSP Communications and Trunk Migration Plan

West works with CenturyLink and the CUSTOMER to develop a joint communication to each PSAP, government organization, and appropriate OSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CUSTOMER. West takes responsibility for:

- Facilitating the establishment of OSP communication guidelines with CenturyLink
- Adhering to these guidelines for the project implementation and Service duration
- Working with CenturyLink to determine and agree on the strategy for all OSP trunk migrations
- Establishing expectations with each OSP
- Managing communication to the OSP for items related to Service on behalf of CenturyLink
- Escalating to CenturyLink, as appropriate, regarding OSP initiatives; requesting CenturyLink intervention when necessary

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TSP Trunk Migration

CenturyLink and West work with the ILEC to place the PSAP in-service via the ILEC's legacy selective router and ILEC EOs wholly contained within the PSAP's boundaries for all traffic and in parallel works with each OSP to plan for and execute the migration of its 9-1-1 call traffic to Service. Once the PSAP has been placed in-service on Service via aggregated traffic from the ILEC, each OSP will be requested to establish connectivity from each OSP EOs and MSCs serving CUSTOMER's PSAPs to at least two Service POIs. Each OSP will be responsible for the cost of ordering and maintaining required circuits to connect to the POIs such that each EO has routes to at least two POIs for diversity and redundancy. Single POI connectivity from any EO is not warranted under this contract. Each OSP may connect to Service using any of the following ESInet standard interfaces:

9-1-1 Call Signaling Type
SS7 Wireline/NCAS (ten digits)
West VoIP 9-1-1
SIP NNI for TDM Replacement

An OSP may request connection to Service using one of following non-standard ESInet interfaces. Each request will be reviewed on a case by case basis. Additional charges to the OSP may be applicable if the request can be supported.

9-1-1 Call Signaling Type
PRI/NI-2 (wireline, NCAS)
Analog CAMA I+7 (I always = 0)
DS1 CAMA I+7 (I always = 0)
DS1 CAMA 7 (No I digit)

If an OSP requires an interface not included in the tables above, West will use commercially reasonable efforts to include these additional interfaces upon request. Additional charges may apply.

CenturyLink and West are not responsible for any OSP charges including ILEC charges for 9-1-1 trunks from OSP EOs to Service. CUSTOMER will be responsible for any OSP charges related to OSP presenting the 9-1-1 call (voice and ANI) data to Service. CUSTOMER will also be responsible for any charges from other 9-1-1 service providers related to 9-1-1 call transfer to PSAPs on foreign selective routers, or any other services outside the scope of this Service Guide. If CUSTOMER is currently obligated to pay for OSP TN data (SOI files) and/or EO trunks, this agreement does not eliminate that obligation.

Development of Transition Plan from IPSR to i3 Service

CenturyLink and West will work with CUSTOMER to develop a transition plan for CUSTOMER to migrate from IPSR service to i3 Service as required. The transition plan will outline the following key objectives and deliverables, and will be mutually agreed on prior to implementation:

- Collaborate on implementation schedule with i3 routing functions supported
- Analyze CUSTOMER-provided GIS data to support GIS-based call routing
- Confirm CUSTOMER's i3 enabled CPE has successfully passed interoperability testing with i3 Service

Split Rate Center Scenarios

Wireline EOs where CUSTOMER PSAPs receive CenturyLink and West's Service and some end users are served by another entity's 9-1-1 routing service are considered to be "split EOs" or "split wire centers". The following considerations must be finalized prior to implementation of Service.

- OSP or ILEC may be requested to "sort" the 9-1-1 call traffic at the split wire center (EO) within a rate center, and directly route all 9-1-1 traffic that is destined for CUSTOMER from the split wire center to the West Service network where the OSP or ILEC have the predominate number of subscribers in the rate center for selective routing. Such capability is possible where TSPs or ILEC integrate the MSAG into the front-end service provisioning process and set appropriate attributes on each line at the EO to effectuate routing over the proper trunk group to the proper 9-1-1 routing service.
- Where CenturyLink has the predominate number of subscribers in a given rate center, CenturyLink may act as the aggregator of the traffic and deliver the traffic back to the ILEC.

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- CenturyLink and West will work cooperatively with the OSP and the ILEC to establish call routing and call handoff arrangements.
- CenturyLink and West will work with OSPs and ILECs to resolve wire center overlap issues.

Service implementation depends on TSP and ILEC cooperation to resolve.

Responsibility Matrix

The following matrix outlines the typical responsibilities of each party (CenturyLink, West, and CUSTOMER) for the implementation and ongoing provision of Service. Where all parties have been listed, additional detail on the responsibilities of each party is included in the sections below. Failure of a party to satisfactorily complete a required task could materially impair CenturyLink and West's ability to provide Service.

Task	Responsibility
Project Implementation	
Project Management	West/CenturyLink
OSP Communications	West/CenturyLink
OSP Integration Architecture	West
West Methods and Procedures	West
A9-1-1 Service System Architecture	West
PSAP Facilities	CUSTOMER
PSAP Facility Site Preparation (floor space, power, etc.)	CUSTOMER
CUSTOMER	CUSTOMER
PSAP Configuration/Lists-Routing, Transfer, etc.	CenturyLink/West
Non-West PSAP Equipment	CUSTOMER
Training on Service	West
End to End Testing of Service Prior to Production	West/CenturyLink/CPE Vendor
Data Load into SRDB	West/OSP
Develop Plan and Execute Migration Testing	West/CenturyLink
Production Turn-up of Service	West/CenturyLink
Ongoing Responsibilities	
Service Application System Upgrades and Maintenance	West
Service Log storage and Backups	West
Service Metrics	West
Problem Reporting, Triage and Resolution	West/CenturyLink
Service Network and System Monitoring	West

User Accounts for Web-based Service Administration Tools

West will assign each Customer user that requires access to any of the web-based Service Administration Tools a unique user ID, password, and a Secure ID token ("User Account"). Examples of Service Administration Tools include CMP and Performance Reporting Metrics.

User Accounts may not be shared. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. Additional User Accounts or replacement of a misplaced security device is subject to additional Security Device fees. CUSTOMER may determine the distribution of these user accounts between CUSTOMER's administrative staff and CUSTOMER's PSAPs.

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Exhibit 4 to Attachment A

AUTOMATIC LOCATION IDENTIFICATION DATABASE SERVICE GUIDE

1.1. Service Summary

West's Location Data Management Service (the "Service"), provided by CenturyLink, provides hosted location and CUSTOMER information database systems and services, including Master Street Guide (MSAG) validation, service order input ("SOI") processing and validation, and metrics reporting. This Service Guide provides CUSTOMER with the following information:

- Responsibility Matrix
- Project implementation tasks to move to the Service
- Detail on the Service, including a services description and response times
- Operational coordination between CenturyLink, West, and CUSTOMER

1.2. Responsibility Matrix

The following matrix outlines the typical responsibilities of each party for the Service. Where all parties have been listed, the party with primary responsibility is listed first. Additional detail on the responsibilities of each party is included in the Sections below. Failure of a party to satisfactorily complete a required task could materially impair West's ability to provide the Service.

Task	Responsibility
Project Implementation	
Project Management	West/CenturyLink
Telecommunications Service Provider (TSP) Coordination	West/CenturyLink
Develop West methods and procedures <ul style="list-style-type: none">• West's operations• West's interface with TSPs, county/municipal coordinators, and each CUSTOMER PSAP	West
Process Documentation	West/CenturyLink
Location Data Management Service system architecture	West
PSAP facilities	CenturyLink & CUSTOMER
Wire Center Overlap Resolution Data Integrity	West/TSP
MSAG Extracts	CenturyLink & CUSTOMER
TN Record Extracts	West/TSPs
MSAG Analysis	West
TN Record Analysis	West
MSAG Data – Issue Resolution	West/CUSTOMER
TN Record Data – Issue Resolution	West/CUSTOMER/TSP
Selective Router Database (" <u>SRDB</u> ") Updates	West

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Task	Responsibility
Non-West PSAP Equipment <ul style="list-style-type: none"> This may be legacy equipment or new equipment purchased under another CUSTOMER agreement. Non-West PSAP Equipment includes the Computer Aided Dispatch ("CAD") system and the radio system if applicable 	CUSTOMER
End to End Testing	West/CenturyLink
Final Data Load – MSAG, TN Record	West/TSP/CenturyLink
Training on Location Data Management Systems and Service (PSAPs, TSPs, Third Party Providers)	West/CenturyLink
Develop plan and execute Migration Testing	West/CenturyLink
Production Turn-up	West/CenturyLink
Ongoing Responsibilities	
TSP Coordination	West
TSP Escalation Point	CenturyLink
Maintain West methods and procedures <ul style="list-style-type: none"> West operations West interface with TSPs, county/municipal coordinators and each CUSTOMER PSAP 	West
Data Integrity	
MSAG Build/Maintenance	West/CenturyLink
Service Order Processing	West
Error Correction and Referral	West/CenturyLink/TSP
TN Data Extracts and Distribution	West
MSAG Data Extracts and Distribution	West
Basic LNP Processing	West
Database Reconciliations	West
SRDB Updates	West
ESN/ELT Build/Maintenance	West/CenturyLink
ALI Discrepancy Reporting/Resolution	West/CUSTOMER/TSP
Metrics Reporting	West
Trend Analysis/Data Investigation	West/CenturyLink
System Monitoring	West
System Maintenance	West
System Upgrades	West
Log storage and backups	West
Problem Reporting	West/CenturyLink
Problem Triage and Resolution	West/CenturyLink
Single Point of Contact for CenturyLink & TSP Data Issues	West

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Table 1: Responsibility Matrix

2. Project Implementation

2.1. Overview

The Service implementation begins with a planning phase, where communications with the LEC and other TSPs are initiated, connectivity between the CUSTOMER's PSAP(s) and data collection and analysis begins.

Following the initial planning phase is data collection and simulations. West will work with each CUSTOMER PSAP to migrate location data management from the legacy ALI provider to the Location Data Management Service system. West will also work with each TSP and CUSTOMER PSAP to conduct data processing simulations.

West will work with CenturyLink to schedule migration of each PSAP to the Service as data collection for each PSAP and TSP simulations are completed. The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

2.2. Implementation Project Support

West designates a project manager to act as West's project lead and the primary interface with both CenturyLink and the CUSTOMER's appointed contact for implementation project collaboration, including identification and communication of key milestone dates and events for the implementation timeline. The West project lead manages overall program tracking of the master project plan and task management of the project implementation. Similarly, CenturyLink designates a 9-1-1 operations contact to act as the CenturyLink's project lead. The CenturyLink's project lead works with the West project lead in reporting and verifying problems, and facilitates ongoing communications with West.

The West and CenturyLink project leads will manage a kickoff meeting to establish communication strategies and contacts between the Parties, review the scope of the Service, and review the requirements and timelines. The project leads will facilitate additional meetings as necessary for implementation planning, design, and requirements definition. The meetings include both West and the CenturyLink's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and Service as designed for the CUSTOMER.

For efficient project implementation, CenturyLink will assign appropriate personnel at each PSAP who understand the overall impact of the transition of the 9-1-1 services and can assist in the overall planning for transition activities such as testing and migration. The West project manager coordinates and manages the necessary West resources to complete the Location Data Management Service deployment activities. The West project manager works with each CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase. This plan is refined over the course of the project as mutually agreed by both parties. The West and CenturyLink Project Managers will be available for regular status meetings and as necessary to ensure the project moves forward appropriately.

2.3. Contact Lists

West, CenturyLink, and CUSTOMER will exchange key contacts for technical, operational, and managerial personnel assigned to the Service deployment. In addition, West will provide CenturyLink with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list. It is the responsibility of each Party to update and publish these lists on a regular basis.

2.4. TSP Coordination

West works with CenturyLink to develop a joint communication to each PSAP, government organization, and appropriate TSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CenturyLink.

West establishes expectations with each TSP and manages communication to the TSP for items related to Location Data Management Service on behalf of CenturyLink. West will escalate to CenturyLink as appropriate regarding TSP initiatives and will request CenturyLink intervention when necessary.

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2.5. TN and MSAG Data Migration

West works with CenturyLink and each TSP to transition E9-1-1 data for each of CUSTOMER's PSAPs, including Telephone Number ("TN") records and tabular MSAG records to West's Location Data Management systems.

For the initial migration, CenturyLink is responsible for providing the following in accordance with the detailed project plan timeline:

- A full MSAG extract for the E9-1-1 service area of each CUSTOMER PSAP
- A complete list of all ESNs and ELTs in an electronic form for the E9-1-1 service area of each CUSTOMER PSAP

West works with each TSP to obtain a copy of TN records. On receipt of both the TN record extracts and the CUSTOMER's MSAG, West performs a data analysis. The data analysis consists of a TN simulation process to determine the percentage of TN records that will initially pass MSAG and data field validations prior to the load into the West location data management system. West will compare the CUSTOMER MSAG against each TSP's TN records and return all discrepancies to the TSP, to CenturyLink, or to the county/municipal coordinator, as appropriate for investigation and resolution.

Unless agreed otherwise, West requires the percentage of TNs that successfully pass MSAG validation ("Match Rate") in the TN simulation to be 98% or greater for all TSP TN records prior to data being loaded into West's production database management for data validation. If the Match Rate is less than 98% or the agreed upon rate, West will work jointly with the CUSTOMER and each TSP to increase the quality of the MSAG and TSP data to further increase the Match Rate, provided, however, that it is ultimately CUSTOMER's and each TSP's responsibility to reach the Match Rate.

CenturyLink and West will perform up to three TN simulations at no cost to CUSTOMER.

Once the Match Rate has been achieved, the TSP TN data is deemed acceptable to load into the West data management system.

The following services are out of scope and may be addressed through a change order:

- Data Transition services including MSAG builds and TN record loads for any municipality located outside CUSTOMER's E9-1-1 Service Area
- Conversion of MSAG data that is not in electronic form, creation of a new MSAG database, or repair to an MSAG that lacks defined emergency service zones (if needed) and/or ESNs
- GIS related services

2.6. Wire Center Overlap Resolution

West's Location Data Management implementation depends on TSP and LEC cooperation to resolve wire center overlap issues.

Wireline end offices for which 9-1-1 calls for some TNs need to route to a PSAP utilizing one location data management (ALI) service and 9-1-1 calls from other TNs need to route to a PSAP using a different location data management (ALI) service are considered to be "split end offices" or "split wire centers".

For these split end offices, the TSP will be requested to "sort" the TNs within the split wire center, and submit/maintain data for TNs that should route to CUSTOMER PSAPs to the West Location Data Management system.

Where the TSP cannot segregate the TN data at end office level, the TSP and West will work cooperatively with the TSP and the LEC to establish data provisioning and processing arrangements.

3. Post Implementation Services

The Service includes hosted systems and data management services to deliver E9-1-1 location information to CUSTOMER's PSAPs.

Location Data Management Service include receiving and processing periodic tabular MSAG updates from CUSTOMER, receiving SOI records from TSPs, systematically validating such records against the tabular

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MSAG, correcting TN records that are not MSAG valid, and posting validated TN record updates to the ALI system and SRDB. TN error records are created for TN updates submitted that fail validations.

West's redundant ALI systems deliver E9-1-1 location information data in a conventional ALI format to the CUSTOMER's call handling system, for subsequent display on each PSAP CPE workstation.

West appoints an E9-1-1 data integrity manager to work with CUSTOMER and TSPs in reporting/verifying problems, reviewing/rectifying error reports, and managing system administration duties.

3.1. Service Order Exchange

West works with each TSP in CUSTOMER's E9-1-1 Service Area to determine the most appropriate connectivity for electronic service order data exchange. Depending on the TN Record volume, a dedicated circuit or secure Internet connectivity may be selected for data exchange.

West will provide the CUSTOMER and each TSP with data exchange guidelines (detailing input and output files with required data elements and error codes). West may periodically update the data exchange guidelines, as appropriate.

3.2. West Portal

West will provide and maintain a hosted web-based interface to West's suite of web-based tools and applications, otherwise known as the West Portal ("IUP"). IUP will provide the CUSTOMER, its PSAPs, and TSPs secure access to applicable West support tools and documentation. The following web-based applications and information are available through IUP following user authentication through the West identity management system:

- 9-1-1 NET® – web-based data management interface
- Metrics Reporting Tool – for access to metrics reports
- Document Library – for downloading training materials, user's guides, and other documentation
- File Transfer Tool – for upload/download of files such as extracts or SOI and errors/statistics files

3.3. 9-1-1 NET

West's web-based data management system, 9-1-1 NET, allows each CUSTOMER PSAP, TSPs, and West data analyst to perform a number of functions.

The 9-1-1 NET system provides PSAPs with online access to production 9-1-1 data, change requests/discrepancy reports, historic tracking and reporting capabilities. The system automatically returns a transaction number verifying the acceptance of the change request, which can be used later to search for the record.

With 9-1-1 NET, CUSTOMER PSAPs can access 9-1-1 data records in their E9-1-1 Service area, including MSAG records, TN and TN error records, past ALI responses, and ESN/ELT records, and request and track corrections to these records through change requests ("CRs") and discrepancy reports ("DRs"). Through 9-1-1 NET, CUSTOMER PSAPs are able to query for and export up to 10,000 records, and they can also obtain status information and metrics data.

With 9-1-1 NET, TSPs can access their TN records, TN error records, and TN change requests; process change requests (CRs/DRs) referred to them and view MSAG records.

3.4. User Account Configurations

West will work with CUSTOMER to configure user access to appropriate applications for each user or user type. Additionally, West will ensure each user account is configured with the appropriate data access profile.

West will provide CUSTOMER with up to three unique user accounts per CUSTOMER PSAP for access to West web applications through the IUP. West will assign each IUP user a unique user ID, password, and a secure ID token. User accounts may not be shared by multiple people. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. Additional user accounts or replacement of a misplaced secure ID tokens are subject to additional fees.

West will separately provide and configure IUP user accounts for each TSP.

CenturyLink Custom Cover Agreement

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West will provide CUSTOMER user documentation including a user's guide for each West web application through the IUP.

3.5. Data Management Services

West has primary responsibility for data management tasks listed in Table 1. Tasks for which CenturyLink, CUSTOMER's PSAPs, the county/municipal coordinators in CUSTOMER's E9-1-1 Service Area, or the TSP have partial responsibility for are also identified. West will work with CUSTOMER to mutually agree on process flows for data management services between West, CUSTOMER's PSAPs, and the county/municipal coordinators. Any changes to the designated responsible Party will be mutually agreed on.

West will create and maintain process documentation for all data management services.

3.5.1. Address Corrections

CUSTOMER may submit TN record address corrections to West. West will work with the identified TSP for correction/resolution of the subscriber's address.

3.5.2. MSAG Maintenance

Each CUSTOMER PSAP and municipal/county coordinator in each CUSTOMER PSAP's E9-1-1 Service Area will submit all MSAG change requests and updates through 9-1-1 NET. CUSTOMER may also submit TN change requests through 9-1-1 NET. Each CUSTOMER PSAP will provide West with all additions and changes to ESNs and ELTs.

On receipt of CUSTOMER's MSAG Change Requests through 9-1-1 NET, West will provide daily MSAG maintenance support, inclusive of inserts, changes, and deletes on current MSAGs and ESN/ELTs.

Special Projects such as readdressing, annexations, MSAG scrubs, and county-wide MSAG changes are considered 'MSAG Special Projects' and may require more than one business day. MSAG Special Projects that require more than 1,000 MSAG record changes are out of scope and may incur additional fees.

3.5.3. Error Correction Maintenance

West will return all MSAG-related TN errors directly to the appropriate TSP for correction. Each TSP will be responsible for resubmitting an electronic SOI record to West for final error correction when the record content must be changed to correct the error.

3.5.4. ESN/ELT Table Maintenance

West will manage ESNs in the West Data Management and ALI systems and the associated ELTs as provided by each CUSTOMER PSAP. This task consists of maintaining assigned ESNs and ELTs in system tables. West will provide CUSTOMER with ESN/ELT information on request.

3.5.5. Wire Center Boundary Conflicts

West will research wire center boundary conflicts that affect 9-1-1 call delivery. West will work with the LEC in resolving these conflicts. Geographic porting (porting outside of current rate center) is not included in wire center overlay issues.

3.5.6. Database Maintenance/Activities

West will correct or refer all errors, MSAG updates, and ALI discrepancies within one Business Day of receipt.

3.5.7. MSAG Distribution

West and CUSTOMER will mutually agree upon an MSAG distribution schedule not to occur more frequently than monthly. In accordance with the agreed schedule, West will distribute an electronic copy of CUSTOMER E9-1-1 Service Area MSAG to agencies and personnel authorized by CUSTOMER. With CUSTOMER approval, West will distribute electronic daily MSAG updates (deltas) to the TSPs.

3.5.8. No Record Found/Misroute Investigation/Discrepant Address

West will research and work with each TSP to resolve all NRF and ALI discrepancy reports once they have been submitted through 9-1-1 NET. West will investigate misroutes and refer the misroute to the applicable TSP if appropriate.

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3.5.9. Database Reconciliation

For each TSP serving CUSTOMER's PSAPs, West will offer one database extract to each TSP on an annual basis for the TSP to perform its own database reconciliation. West does offer database reconciliation services to its CUSTOMERs for an additional fee.

3.5.10. NPA Splits/Overlays

NPA splits or overlays are the responsibility of the TSP. West will update databases and tables with revised NPA information provided by TSP. The TSP should provide at least three months advance written notice to West to coordinate the necessary changes. Requests of less than three months are out of scope and will require a change order.

3.5.11. Local Number Portability ("LNP") Services

West will provide LNP services in CUSTOMER's E9-1-1 Service Area in alignment with the NENA recommendations for LNP. It is each TSP's responsibility to fix its LNP errors. West provides LNP reports daily to the TSPs.

3.5.11.1. Company ID

West will validate service order activity for proper Company ID. West will provide the Company ID in the ALI data stream.

3.5.11.2. Function Codes

West will accept M ("Migrate") and U ("Unlock") function codes on service order activity.

3.5.11.3. Database Fields

West will provide fields in the TN database records to indicate whether the record is in a Locked or Unlocked status. LNP-related errors are also assigned error codes.

3.5.11.4. LNP Reports

West will provide each TSP with the following LNP reports on a daily basis:

- Unlock exception report ("Stranded Unlocks")
- Migrate expired report
- Migrate received not unlocked report
- Migrate pending report
- Successfully migrated report

3.5.12. SRDB Updates

West will provide an SRDB update for all records that have successfully passed data validation by West's data management system. SRDB updates will be posted to the 9-1-1 Routing system within one business day following successful data validation.

3.5.13. Wireless, VoIP, and Telematics Support

West's database management systems support both VoIP and Wireless Phase I and Phase II E9-1-1 call processing. West validates pANI shell records submitted by TSPs or their third party providers against the West-maintained MSAG records, and uploads the pANI shell records into the ALI database systems. NENA Company ID is required on all pANI shell records.

West will build and maintain the ALI Steering Table on the ALI systems. The ALI Steering Table is used by the ALI system to determine which MPC/GMLC/VPC to query for E9-1-1 location information. All wireless, VoIP, and Telematics E9-1-1 location updates to the ALI system are via the E2 Interface (ANSI/J-STD-036-C-1).

West will establish agreements with each Wireless, VoIP, and Telematics TSP (or their third party database providers) for access to West's relevant systems. Wireless, VoIP and Telematics TSPs (or their third party database providers) are responsible for establishing and maintaining connectivity to these systems and bear all connectivity and support costs.

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West will help support E9-1-1 troubleshooting in production as well as pre-production live ALI testing from the host ALI perspective. The support West provides includes (i) pulling log files, (ii) monitoring ALI bids from the PSAP, (iii) monitoring data traffic between ALI and a wireless or VoIP provider's MPC/GMLC/VPC, and (iv) verifying that the ALI Steering Tables are configured correctly.

3.6. Wireline ALI Steering

On execution of the necessary agreement, West will establish communications for ALI to ALI steering with neighboring ALI Systems. ALI to ALI steering will be performed for wireline 9-1-1 calls only.

At CUSTOMER's direction, West can support any of the following types of wireline ALI steering:

- Trunk steering, where the bid to an ALI system contains a unique trunk number to identify when a query should be steered to another ALI system.
- No Record Found ("NRF") steering, where an ALI steering query is sent to another specified ALI system when there is an NRF in the ALI database.

CUSTOMER acknowledges that coordination will be required between CUSTOMER and each TSP in the assignment and on-going management of English Language Translations ("ELTs") by ESN/ESSIDs. Without this coordination, the ELTs returned in the ALI response may not be correct.

West will perform initial system configuration on each West ALI system to set-up steering for Wireline TNs to/from each foreign ALI system. West will perform an initial ALI steering table set-up and load, and be responsible for its ongoing maintenance.

West will provide connectivity between each foreign ALI system and each West ALI serving CUSTOMER, where possible. Existing connectivity from foreign ALI to the West ALI serving CUSTOMER will be utilized, where possible. West will work with CUSTOMER to complete pre-production testing of ALI steering with each foreign 9-1-1 Service Provider.

West will provide production technical support and troubleshooting to CUSTOMER's PSAPs and to CUSTOMER for ALI steering related issues.

4. Metrics Report Tool

West will provide a web-based tool for metrics reporting, accessed following login and authentication via the West portal. The West metrics reporting tool provides a number of breakout reports which can be queried based on a daily, weekly, or monthly basis following login and authentication through the West portal.

West currently posts data updates to daily data sets by 9:00 AM Mountain Time (MT), and updates to monthly data sets by the sixth business day of each month immediately following the reporting month. Customer will be able to access one year of metrics data through the metrics reporting tool. Customer metrics report requests older than one year are out of scope and subject to change order.

West will provide support services for the metrics reporting tool during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

4.1. Location Data Management Metrics

West will provide Customer with the following metrics reports on a monthly basis:

- Primary Metrics Summary Reports
 - Service Order Processing
 - Daily Error By Number of Records Processed
 - Unresolved Errors at End of Month
 - ALI System Availability
 - ALI Records Found
- Monthly TN Census Report
- Monthly ALI Retrieval Report
- Monthly ANI Failure Report
- System Performance Reports
- NRF Reports

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- SOI Reports
- TSS Error Reports

5. Training

West will provide training for the Service to CUSTOMER PSAP personnel, county/municipal coordinators in the CUSTOMER E9-1-1 Service area, and each TSP.

The CUSTOMER is responsible for identifying the training attendees from each CUSTOMER PSAP, ensuring they attend the West provided training, and any expenses incurred by CUSTOMER's training attendees.

West will provide training materials and user documentation for all training sessions. CUSTOMER may reproduce and internally distribute copies of West provided training materials as necessary to CUSTOMER and CUSTOMER PSAP personnel only.

CUSTOMER and West will agree on a training schedule. West requires notice of rescheduling at least ten Business Days in advance or an additional fee may apply. West may combine multiple topics and/or target attendees from multiple CUSTOMER groups for maximum efficiency.

Training will be "train-the-trainer" format, which will enable CUSTOMER PSAPs to train new employees. The CUSTOMER is responsible for training additional personnel at CUSTOMER's PSAPs, as necessary, or contracting with West to provide additional training. Additional training is out of scope and will require a change order.

5.1. PSAP Administrators

West will provide one training session for CUSTOMER PSAP administrators. This training is expected to last up to two days and will be conducted as mutually agreed between West and CUSTOMER (e.g. webinar, onsite at central PSAP location, at West facilities). CUSTOMER may determine the number and type of employees attending the West training. This training will focus on:

- Location Data Management flow and processes
- IUP and IUP Tools
- 9-1-1 NET
- Metrics Reporting Tool

5.2. TSP Information Sessions and Training for County/Municipal Coordinators

West provides up to two information sessions of up to four hours for TSPs who serve the CUSTOMER E9-1-1 Service Area via telephone conference call. Topics will include data exchange procedures, data processing procedures, 9-1-1 NET, reporting problems to West and escalation procedures, and other mutually agreed upon topics. The information session(s) should be completed prior to the first TSP migration to West Service and must include participation by the designated West and CenturyLink Project Leads.

West will separately provide training on 9-1-1 NET to county/municipal coordinators. Training will be via telephone conference call and will last approximately two hours.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 23.

Sheriff's Office - 911 PSAP Sales Agreement

From:

Mark Trull

Issue/Action Requested:

Request that the Board of Commissioners approve the 911 PSAP sales agreement with Wireless Communication.

Background/Purpose of Request:

Request Board of Commissioners approve the 911 PSAP sales agreement with Wireless Communications for 911 center phone system.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the 911 PSAP sales agreement with Wireless Communication.

ATTACHMENTS:

Description

- PSAP sales agreement

Contractual Agreement

THIS CONTRACTUAL AGREEMENT dated this ____ day of June, 2017

BETWEEN:

Mobile Communications America, Inc. dba Wireless Communications,
4800 Reagan Drive, Charlotte, Mecklenburg County, North Carolina
(the 'Contractor')

OF THE FIRST PART

- AND -

Brunswick County, 80 Stamp Act Drive NE,
Bolivia, NC 28422
(the 'Customer')

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Contractual Agreement, the parties to this Agreement agree as follows:

Lease of Goods

1. The Contractor will deliver the Vesta 911 VoIP system/network, work stations, hardware, software, and related equipment and materials as more particularly described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference and hereinafter mutually referred to as "Goods", and will set up and install the same, test the Vesta 911 system and work stations for errors and defects, correct any errors and defects in the Vesta 911 system, work stations, software and related materials and equipment, and have the Vesta 911 VoIP system and Vesta integrated work stations ready for training of Licensee's personnel no later than 60 days from date of contract signing. In addition to the foregoing, Contractor shall also cause the foregoing to be provided to Customer free of any errors or defects in operation, and the system must work flawlessly and as designed for thirty (30) consecutive calendar days. Such error free performance is described as the Customer having "Beneficial Use" of the product as described in Paragraph 7. Contractor has 150 days from the date of the contract signing to provide the thirty consecutive days of error free operation as described above. Customer is responsible for providing a site that is ready to receive the equipment.

Lease Price

2. The Customer will pay for the Goods with the sum of two hundred thirty six thousand eight hundred eighty two dollars and twenty one cents (\$236,882.21) USD.

CommandPost Call Taker Workstations	\$156,583.06
Shipping	\$ 1,259.45
Installation	\$ 26,932.66
Airbus Remote FE Services	\$ 9,000.00
CommandPost Training	\$ 724.00
Spectracom Basic NetClock	\$ 7,900.63
24 x 7 Maintenance & Hardware Support Years 2-5	\$ 34,482.41
Total Pricing	\$236,882.21

3. The Contractor and the Customer both acknowledge the sufficiency of this consideration. In addition to the purchase price specified in this Agreement, the amount of any present or future Lease, use, excise or similar tax applicable to the sale of the Goods will be paid by the Customer, or alternatively, the Customer will provide the Contractor with a tax exemption certificate acceptable to the applicable taxing authorities.
4. Payment for the Goods will be made in accordance with the Payment Terms of Clause 24 of this Agreement.

Delivery of Goods

5. The Goods will be delivered to the Customer. Delivery will be considered complete for the sole purpose of making payment according to the terms of provision 24 herein, upon arrival of all equipment and hardware at a Wireless Communications, Inc. designated location for setup and staging. Wireless Communications will provide the Brunswick County with a complete packing list and the opportunity to inspect the equipment upon arrival. The method of shipment will be within the discretion of the Contractor.

Risk of Loss

6. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Contractor until the Goods have been delivered into the physical exclusive possession of Customer at the designated location for such delivery and inventoried jointly by a representative from both the Contractor and Customer. Wireless Communications, Inc. will maintain insurance responsibility for goods until delivered to the Brunswick County Office.

Final Acceptance upon delivery of Beneficial Use

7. Anything to the contrary herein notwithstanding, Contractor shall notify Customer when the hardware and software have been installed and the integrated Vesta 911 VoIP system and Vesta work stations have been tested and are ready for Customer to begin training as provided for herein. If errors are encountered in the Vesta 911 system, work stations or software during the set up and installation, Contractor shall promptly correct those errors. Contractor must give the product to the Customer free of any errors or defects in operation, and the system must work flawlessly and as specified for thirty (30) consecutive calendar days. If Contractor is unable satisfy this requirement within 150 days from the date of the contract signing, Contractor has the option to: a) extend the 150 day period to a later date with the consent of both parties; b) accept the product despite the defects; c) terminate the agreement absent penalty. Such error free performance is described as the Customer having "Beneficial Use" of the product as described in Paragraph 9 If such termination shall occur, Contractor shall refund within 60 days of the execution of this Agreement to Customer, all payments made thereby including but not limited to any payments made by it for the Vesta 911 system, work stations, software and related equipment and materials. In the event of termination pursuant to this provision, Customer agrees to cooperate in good faith with Contractor in providing access to and coordinating with Contractor the removal and return of all Goods that were delivered to Customer prior to such termination, the costs of which including but not limited to the cost of any removal, packaging, and/or shipping shall be paid solely by Contractor. The warranties provided for herein will begin as of the date Customer receives Beneficial Use of the equipment. The term "Beneficial Use" as used herein shall be defined as: reception of true and actual 911 calls which includes the delivery of Automatic Number Identification (ANI), Automatic Location Identification (ALI), a mapping data stream, and successful interface of data with the CAD System for a minimum uninterrupted and error free period of 30 days in which the system works as specified following the completion of installation and training of personnel, provided however that any such interruptions suffered in reception which can be positively attributed to a source not caused by Contractor or the Goods shall not qualify as an interruption for purposes of the foregoing definition. The system will not drop, terminate, or suspend any calls, nor will it prevent or refuse any incoming call from going through to the operator.

Warranties

8. The Contractor warrants that (1) the Contractor is the legal owner of the Goods; (2) the Goods are free from all liens and encumbrances; (3) the Contractor has the right to sell the Goods; and (4) the Contractor will warrant and defend the title of the Goods against any and all claims and demands of all persons.
9. The Contractor warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended.

10. The Contractor warrants that the Goods are now free and at the time of delivery will be free from any security interest or other lien or encumbrance, except the security interest created in this Agreement until the Contractor is paid in full.
11. The Contractor warrants that the Goods will be delivered free of the rightful claim of any person arising from patent or trademark infringement, and that in the event of such a claim Contractor will defend against and otherwise shall indemnify the City against any loss or damages sustained by the City as a result of said claim.
12. Wireless Communications, Inc. agrees to provide with the included additional consideration, around the clock 24 hour a day, 7 days a week, parts and labor support on all furnished equipment and software for a period of five years from date of acceptance.
13. Contractor agrees to represent the Manufacturer's Warranty. All Manufacturer warranties shall apply.
14. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE CONTRACTOR REGARDING THE GOODS.

Title

15. Title to the Goods will remain with the Contractor until delivery to and actual physical receipt of the Goods by the Customer or, in the alternative, the Contractor delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to the Customer. Notwithstanding anything to the contrary herein, Contractor shall insure against any loss or damage to the Goods for so long as it maintains title to the goods as provided hereinabove.

Security Interest

16. The Contractor retains a security interest in the Goods until paid in full.

Inspection

17. Inspection upon the physical delivery of the Goods into Customer's exclusive custody will be made by Customer at the time and place of such delivery to Customer's emergency communications center, or other delivery location identified by Customer for delivery. If such inspection yields an issue of Customer with the Goods as provided, Customer and Contractor shall work together in good faith to resolve any such issue, and in no event shall Customer be required to tender payment for any invoices received from Contractor for such disputed Goods, provided however Customer shall pay the remaining balance of any such invoice to the extent the amounts are charged for other Goods to which there is no dispute.

Claims

18. Customer and Contractor may consent in writing to the resolution or provision of certain items not otherwise resolved or provided by signing a written punch list of such items which shall set forth the estimated date of resolution or provision for each item identified therein. The Customer's failure to notify Contractor in writing of any issue with or rejection of any item identified on such a punch list and resolved or provided pursuant thereto within 10 days following such resolution or provision thereof shall constitute acceptance of the item as provided and shall constitute a waiver by Customer of all claims with respect to such items thereafter. Under no circumstances shall the failure to provide notification pursuant to this paragraph result in the waiver of the requirement of the system's error free operation as defined and described in this Agreement. Notwithstanding anything to the contrary contained herein Customer may require actual express acceptance of certain items if deemed advisable in its sole discretion to effect an acceptance thereof and neither party shall be required to enter into an extension of this Agreement or the provision of any Goods, services, or other performance provided for herein by such a punch list, and may further restrict the terms of such an extension at the time such punch list is created and signed which shall act as a written modification to this Agreement provided it conforms with the modification provision of this Agreement if any.

Excuse for Delay or Failure to Perform

19. The Contractor will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of materials, fires, and accidents. If the Contractor, will be prevented because of the foregoing matter from delivering the Goods at the time specified or within 90 days after the date of this Agreement, then either the Contractor or the Customer will have the right to terminate this Agreement by notice in writing which, in the case of the Contractor, will be accompanied by full refund of all sums paid by the Customer under this Agreement, or in the case of the Customer shall require a full refund by Contractor of all sums paid by Customer under this Agreement, and the obligation upon Customer to work with Contractor in good faith to allow access to Contractor for any removal, packaging, and/or shipping which may be required to effect a return of any Goods for which any consideration was paid hereunder, the additional costs of which if any shall be Contractor's sole responsibility.

Remedies

20. The Customer's exclusive remedy and the Contractor's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to

which losses or damages are claimed, plus any transportation charges actually paid by the Customer. Notwithstanding anything herein to the contrary, in no event shall either parties liability to the other party arising out of this Contract in any way exceed the total cost of the Goods as set forth herein.

Cancellation

21. The unilateral right to cancel this Agreement is reserved in favor of:
1. The Contractor:
 1. if the Customer fails to pay for any shipment when due without claiming an issue or rejection of such shipment within 10 days of inspecting such shipment as provided for herein. In the event such an issue or rejection is claimed, this cancellation provision shall not apply and the parties shall work together in good faith to resolve any such issues or disputes;
 2. in the event of the Customer's insolvency or bankruptcy; or
 2. The Customer:
 1. if the Contractor fails to deliver the hardware, software, materials, and any other equipment or Goods as provided in this Contractual agreement together with any attachments hereto or such system does not function or perform in the manner described in this Agreement;
 2. in the event of the Contractor's insolvency or bankruptcy.

Notices

22. Any notice to be given or document to be delivered to either the Contractor or Customer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the date of mailing if sent by prepaid registered mail:

CONTRACTOR: Mobile Communications America, Inc. dba Wireless Communications, 4800 Reagan Drive, Charlotte, Mecklenburg County, North Carolina, 28206

CUSTOMER: Brunswick County, 80 Stamp Act Drive NE, Bolivia, NC 28422

Additional Provisions

23. Payment Terms:
Customer agrees to make the following payments:
- 25% of Project Total is due upon contract signature.

25% of Project Total is due upon delivery to Wireless Communications.

20% of Project Total is due upon physical delivery to Brunswick County.

20% of Project Total is due upon physical installation at Brunswick County.

Final 10% of Project Total is due upon acceptance by an Brunswick County representative.

General Provisions

24. The rule of construction against the drafter of a legal instrument shall not apply to this Agreement which has been negotiated at arms-length between the parties hereto.
25. Headings are inserted for convenience only and are not to be considered or relied upon when interpreting or construing the meaning of the terms of this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
26. All representations and warranties of the Contractor contained in this Agreement will survive the closing of this Agreement.
27. This Agreement including the rights and duties hereunder shall not be assignable in whole or in part by either party without the prior written consent of the non-assigning party thereto, and any attempted assignment hereof shall be void.
28. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement, and in such event shall be effective as against the Customer only if executed by a duly authorized representative of Brunswick County.
29. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, including the North Carolina Uniform Commercial Code and the Contractor and the Customer hereby attorn to the jurisdiction of the Courts of the State of North Carolina.
30. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of North Carolina on the date of execution of this Agreement.
31. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.

32. This Agreement will inure to the benefit of and be binding upon the Contractor and the Customer and their respective successors and assigns.
33. This Agreement may be executed in counterparts.
34. Time is of the essence in this Agreement.
35. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.
36. This contract has been preaudited in accordance with the provisions of North Carolina law.
37. Standing & Authority: Contractor represents to Customer that Contractor is a Corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina. Contractor is qualified to transact the business contemplated herein within the state of North Carolina, and has full power and authority to execute, deliver, and perform this Contract, and doing so will not violate any provision of law or contravene any provisions of its internal governing documents. This Contract and the performance thereof by Contractor have been duly authorized by Contractor to the extent that no further authorization of any third party is necessary to legally bind Contractor hereto, and this Contract together with any accompanying documents being executed by Contractor, have been duly executed on behalf of Contractor and constitute the legal, valid, and binding obligation of Contractor, enforceable in accordance with the terms of this Contract.
38. Alternative Dispute Resolution: The parties hereby acknowledge and agree that any and all controversy, claim, dispute, or conflict whatsoever arising out of or relating to this Contract, or the breach thereof, shall first be submitted to a process of non-binding dispute resolution called Mediation (as further defined hereinbelow).
- a. Mediation is that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Mecklenburg County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
39. Cumulative Remedies. Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power,

or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise.

40. Waiver: The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not waive such parties right to seek redress at a later date in the absence of written consent to such waiver.
41. Duplicate Execution: This Agreement may be executed in duplicate copies each of which shall be deemed an original copy of this Agreement.

IN WITNESS WHEREOF the parties on the day and year first written above have caused this Contractual Agreement to be executed in their corporate names and capacities intending for the terms hereof to legally bind their corporations thereto, and further intending the placement of their signatures on this document to constitute the placement of their respective corporations legal SEAL hereupon conveying therewith all the rights and remedies that the placement thereof shall have under the laws of the state of North Carolina.

Wireless Communications, Inc.

per: _____ (SEAL)

Its: _____

Brunswick County

By: _____

Its: _____

Brunswick County, NC



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 24.

From:
Jeffery P Niebauer

Tax - July 2017 MV Discovery Valuation & Levy for June 2017

Issue/Action Requested:

Request that the Board of Commissioners approve the July 2017 motor vehicle valuation and levy discoveries created in June 2017.

Background/Purpose of Request:

To accept the value and charge the Tax Collector with the levy as specified for each tax jurisdiction.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the July 2017 motor vehicle valuation and levy discoveries created in June 2017.

ATTACHMENTS:

Description

- ▣ July 2017 MV Val & Levy Memo (June 2017)
- ▣ July 2017 (June 2017) MV Val & Levy Discovery Totals



County of Brunswick
OFFICE OF THE TAX ADMINISTRATOR
PO Box 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASST TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

MEMORANDUM

TO: Brunswick County Board of Commissioners
FROM: Jeffery P Niebauer, Tax Administrator
DATE: July 3, 2017
SUBJECT: June 2017 Motor Vehicle Discovery Valuation & Levy

Attached please find the June 2017 motor vehicle discovery valuation and levy effective July 1, 2017 for motor vehicle discoveries in Brunswick County and related municipalities and Doshier Hospital District.

Please accept these valuations and charge the county tax collector with the levy as specified for each taxing jurisdiction per said attachment.

Thank you and if you have any questions, please contact me at your convenience.

cc: Julie Miller, Director of Fiscal Operations

Jun-17

DMV Monthly Discovery

7/3/2017

#	Unit Names	Tax Amt	Appr Value	Spec Eq Val	# Bills	Rate
25	BELVILLE	-	-	-	-	0.0900
20	BOILING SPRING LAKES	-	-	-	-	0.2100
23	BOLIVIA	-	-	-	-	0.0500
19	CALABASH	-	-	-	-	0.0875
18	CAROLINA SHORES	-	-	-	-	0.1016
16	CASWELL BEACH	-	-	-	-	0.2200
13	HOLDEN BEACH	-	-	-	-	0.2200
31	LELAND	-	-	-	-	0.1833
14	OAK ISLAND	-	-	-	-	0.2900
24	NAVASSA	-	-	-	-	0.2000
28	NORTHWEST	-	-	-	-	0.2400
12	OCEAN ISLE BEACH	-	-	-	-	0.1875
26	SANDY CREEK	-	-	-	-	0.2500
22	SHALLOTTE	-	-	-	-	0.3500
21	SOUTHPORT	-	-	-	-	0.2456
11	SUNSET BEACH	-	-	-	-	0.1600
27	VARNA MTOWN	-	-	-	-	0.0500
17	VILLAGE OF BHI	-	-	-	-	0.6663
29	ST JAMES	-	-	-	-	0.0500
	BRUNSWICK COUNTY	11.49	2,500	-	5	0.4850
30	DOSHER HOSPITAL	-	-	-	-	0.0400
Total all Cities		-	-	-	-	
Total all Units		11.49	2,500	-	5	

Jun-17

DMV Discovery - LESS THANS TOTAL

7/3/2017

#	Unit Names	Tax Amt	Appr Value	Spec Eq Val	# Bills	Rate
25	BELVILLE	-	-	-	-	0.0683
20	BOILING SPRING LAKES	-	-	-	-	0.2100
23	BOLIVIA	-	-	-	-	0.0500
19	CALABASH	-	-	-	-	0.0875
18	CAROLINA SHORES	-	-	-	-	0.1016
16	CASWELL BEACH	-	-	-	-	0.2200
13	HOLDEN BEACH	-	-	-	-	0.1500
31	LELAND	-	-	-	-	0.1515
14	OAK ISLAND	-	-	-	-	0.2750
24	NAVASSA	-	-	-	-	0.2000
28	NORTHWEST	-	-	-	-	0.2400
12	OCEAN ISLE BEACH	-	-	-	-	0.1875
26	SANDY CREEK	-	-	-	-	0.3000
22	SHALLOTTE	-	-	-	-	0.3500
21	SOUTHPORT	-	-	-	-	0.2456
11	SUNSET BEACH	-	-	-	-	0.1600
27	VARNA MTOWN	-	-	-	-	0.0500
17	VILLAGE OF BHI	-	-	-	-	0.6663
29	ST JAMES	-	-	-	-	0.0500
	BRUNSWICK COUNTY	-	-	-	-	0.4850
30	DOSHER HOSPITAL	-	-	-	-	0.0400
Total all Cities		-	-	-	-	
Total all Units		-	-	-	-	



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 25.

From:
John Nichols, P.E.

Utilities - Conveyance of Parcel #1970005401 to the Town of Shallotte

Issue/Action Requested:

Request that the Board of Commissioners approve conveyance of Parcel #1970005401, approximately 0.16 acres, commonly referred to as Water Booster Pump Station #7, to the Town of Shallotte and authorize the County Attorney to affect the necessary documents for conveyance.

Background/Purpose of Request:

Over fifteen years ago, Brunswick County conveyed a 12" water main on Village Road in the Town of Shallotte to the town. A water booster pump station appurtenant to that water main was not conveyed at that time. The water booster pump station is no use to Brunswick County Public Utilities, but may be of use to the Town of Shallotte. Moreover, the pump station site requires maintenance that can more readily be performed by the Town of Shallotte.

Staff recommends the conveyance of Parcel #1970005401, approximately 0.16 acres, to the Town of Shallotte.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve conveyance of Parcel #1970005401, approximately 0.16 acres, commonly referred to as Water Booster Pump Station #7, to the Town of Shallotte and authorize the County Attorney to affect the necessary documents for conveyance.

ATTACHMENTS:

Description

- ☐ Utilities - Town of Shallotte Letter of Request - Attach 1
- ☐ Resolution - Conveyance of Real Property to Town of Shallotte - Pump Station 7



TOWN OF SHALLOTTE

Post Office Box 2287 • Shallotte, North Carolina 28459

Telephone: (910) 754-4032 • Facsimile: (910) 754-2740

June 27, 2017

Brunswick County Public Utilities
PO Box 249
Bolivia, NC 28422

John Nichols
Public Utility Director
Brunswick County Public Utilities

RE: Village Road Water Pump Station

Per our phone conversation concerning the water pump station located at 227 Village Road Shallotte, NC, parcel ID 1970005401. The Town of Shallotte would like to request the County to relinquish the responsibility and ownership to the Town of Shallotte.

Sincerely,

Albert Hughes
Town Administrator
Town of Shallotte

County of Brunswick
Office of the County Commissioners



**RESOLUTION APPROVING CONVEYANCE OF REAL PROPERTY TO
TOWN OF SHALLOTTE PURSUANT TO G.S. 160A-274**

WHEREAS, Brunswick County is the owner of Parcel #1970005401, approximately 0.16 acres, commonly referred to as Water Booster Pump Station #7; and

WHEREAS, Brunswick County conveyed a 12" water main on Village Road to the Town of Shallotte over 15 years ago, but did not simultaneously convey a water booster pump station appurtenant to the water main. The water booster pump station is of no further use to Brunswick County Public Utilities, but may be of use to the Town of Shallotte; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, Brunswick County has determined that it is in the best interest of the County to convey Parcel #1970005401 to the Town of Shallotte, and deems it wise to do so for no consideration.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Brunswick County that:

1. Brunswick County hereby authorizes conveyance of Parcel #1970005401, approximately 0.16 acres, commonly referred to as Water Booster Pump Station #7, to the Town of Shallotte.
2. The property herein described shall be conveyed for no consideration.
3. The Chairman of the Brunswick County Board of Commissioners is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

This the 17th day of July, 2017.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # V. - 26.

From:

Donald Dixon

Utilities - Forest Management Plan with Woodsrun Consulting Forestry

Issue/Action Requested:

Request that the Board of Commissioners adopt the Forest Management Plan as provided by Woodsrun Consulting Forestry for forested tracts managed by the Public Utilities Department and approve the agreement (attached) for Woodsrun Consulting Forestry to market, bid, and supervise both harvest of timber and replanting.

Background/Purpose of Request:

The Public Utilities Department operates both treatment and disposal processes on approximately 2,800 acres [seven (7) different parcels] of timberland associated with both water and sewer treatment facilities. As part of our overall management strategy we determined there was a need to develop a plan for the timber resources on each of these parcels. Due to the land intensive nature of our operations there is great concern for destruction of these assets by fire, disease, insects, hurricanes, operation and maintenance issues, etc.

After receiving proposals from three (3) consultants, Woodsrun Consulting Forestry was chosen to develop a Forest Management Plan for these tracts. Woodsrun has produced many similar management plans in Brunswick and surrounding counties. The County Manager approved the consultants contract on December 15, 2016. Woodsrun, per their contract, began inspecting the identified parcels (stands) for volume, growth, species, stocking, and merchantability. Once assessments were completed the Forest Management Plan was created.

Implementation of the plan begins with the individual stand management plans for each parcel. There are several stands that were identified as mature and ready for harvest. The proposed agreement authorizes Woodsrun Consulting Forestry to market, supervise harvest of the timber, apply herbicide, replant, etc. Revenues from harvesting will offset the cost of additional steps in the management plan; therefore, there will be no budgetary adjustments needed from the line item budgets to execute this plan. Proceeds from the timber harvests shall be reinvested into the Enterprise Fund. Woodsrun Consulting Forestry will receive eight percent (8%) of the timber sales associated with the marketing and supervision of the timber harvests.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners adopt the Forest Management Plan as provided by Woodsrun Consulting Forestry for forested tracts managed by the Public Utilities Department and approve the agreement

(attached) for Woodsrun Consulting Forestry to market, bid, and supervise both harvest of timber and replanting.

ATTACHMENTS:

Description

- ▣ Utilities - Original Authorizing Plan for Contract for Forestry Consulting Services - Attach 1
- ▣ Utilities - Contract for Management of Timber Harvest Woodsrun Revised - Attach 2

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

CONTRACT FOR FORESTRY CONSULTING SERVICES

THIS CONTRACT made this 15th day of December, 2016 (the "Effective Date") between County of Brunswick Public Utilities Department, Mr. Donald Dixon, 250 Grey Water Road NE, Supply, NC, 28462 ("Client"), and WOODSRUN CONSULTING FORESTRY, P.A., a North Carolina professional corporation ("Consultant"), P.O. Box 626, Elizabethtown, North Carolina 28337.

1. **DESCRIPTION OF SERVICES.** Consultants will provide to Client the following services (collectively, the "Services"):

Consultant will map the various parcels, visit, examine, and collect data of the different stands of trees and non-forested areas, prepare a forestland management plan describing the timber stands for the different tracts, provide inventory data, and make recommendations to improve the health of the timber, the land, and protect the land from wildfires. Consultant will deliver the forest management plan and discuss the information in the plan with the Client.

Parcel 1520003401, Deed Book 1345, Page 979, Date 11.30.1999, 14 Acres
Parcel 15200034, Deed Book 1679, Page 1429, Date 11.29.2002, 268 Acres
Parcel 12200001, Deed Book 1679, Page 1429, Date 10.3.2002, 857 Acres
Parcel 1530000121, Deed Book 1869, Page 978, Date 11.10.2003, 59 Acres
Parcel 16900004, Deed Book 2747, Page 934, Date 01.25.2008, 774 Acres
Parcel 18100072, Deed Book 2627, Page 1344, Date 05.18.2007, 633 Acres

Matters extending beyond the description of services which exceed the scope of the work to be performed will be considered a separate matter independent of this contract.

2. **PAYMENT FOR SERVICES.** In exchange for the Services Client will pay Consultant as follows:

Travel, timberland inspections and data collections, mapping, and organizing and preparing the management plan for the 2605 acres of land and timber will be charged at \$50.00 per man hour, with a cap of \$6,000.00

3. **EXPENSES.** Routine expenses, such as mileage, flagging, paint, postage, and copies, are included in the fee set forth above. However, extraordinary expenses necessary for Consultant to complete the Services shall be the responsibility of Client. The extraordinary expenses include, but are not limited to, legal expenses, real estate appraisals, and surveying expenses. Consultant will discuss any such expenses with Client prior to incurring any such expenses.

4. **TERM.** This Contract will terminate automatically upon completion by Consultant of the Services required by this Contract.

5. **DEFAULT.** In addition to any and all other remedies, if a party fails to substantially perform any provision, term or condition of this Contract, including without limitation the failure to make a monetary payment when due, the other party may terminate the Contract by providing written notice to the defaulting party describing the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default. Unless waived by a party providing notice, the failure to cure the default within such time period shall result in the automatic termination of this Contract.

6. **WARRANTY OF TITLE.** Client warrants the title to the Timber, free from any security interest or lien or encumbrance, and agrees to defend said title against any and all lawful claims or other encumbrances. In the event that a sale is conducted and the sale may not proceed due to defective title or other legal defects, Consultant shall be entitled to its full Commission.

7. **WEBSITE INFORMATION.** Consultant may, at its discretion, enter sales information and/or sales results on the Internet via Consultant's website.

8. **ENTIRE AGREEMENT.** This Agreement signed by both parties constitutes a final written expression of all of the terms of this Agreement, and supersedes any prior written or oral agreements between the parties.

9. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. **AMENDMENT.** This Contract may be modified or amended or rescinded only in a writing signed by both parties.

11. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of North Carolina.

12. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. **WAIVER.** Waiver by either party of a breach by the other party of any provision of this Agreement is not a waiver of future compliance with the provision, and the provision remains in full force.

14. **CONSTRUCTION.** The parties agree that no provision of this contract shall be construed against or in favor of either party by virtue of authorship of this Agreement.

15. **AUTHORITY TO CONTRACT.** The signatories to this Agreement warrant that they are authorized to sign this Agreement on behalf of the respective parties and that the Agreement shall be binding upon the respective parties.

16. **DISPUTE RESOLUTION.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement shall be referred to mediation before, and as a condition precedent to, the initiation of litigation.

17. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

18. **PARTIAL INVALIDITY.** Each provision of this agreement is severable. The invalidity or unenforceability of any provision, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement shall not affect or impair the validity or enforceability of any other provision, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement.

19. **FULL UNDERSTANDING.** By signing below, Client agrees that Client has had ample opportunity to review this Contract and have it fully explained.

20. **IRAN DIVESTMENT ACT CERTIFICATION.** As of the date of this Agreement, Woodsrun Consulting Forestry, P.A. is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

21. **AUTHORITY.** The signers of this Agreement hereby certify that they are authorized to enter into this Agreement on behalf of their respective entities, and that that they have the authority to make all statements herein.

22. E-VERIFY. Woodsrun Consulting Forestry, P.A. understand that "E-Verify" means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programs used to verify the work authorization of newly hired employees pursuant to federal law. Woodsrun Consulting Forestry, P.A. has fewer than 25 employees and is therefore not subject to the provisions of N.C. Gen. Stat. § 64-26. All subcontractors engaged by or to be engaged by Woodsrun Consulting Forestry, P.A. will comply with N.C. Gen. Stat. § 64-26. Woodsrun Consulting Forestry, P.A. shall keep the County of Brunswick informed of any changes in its status pursuant to Article 2 of Chapter 64 of the N.C. General Statutes.

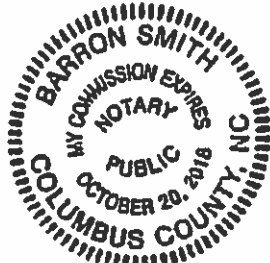
IN WITNESS WHEREOF, the undersigned have executed, sealed, and delivered this agreement as of the date first above written.

WOODSRUN CONSULTING FORESTRY, P.A.

By: Bill Holmes 12/14/2016
Bill Holmes, RF, ACF Date

By: Greg Conner 12/14/16
Greg Conner, RF, CF, ACF Date

Sworn to and subscribed before me this the 14 day of December, 2016.



Barron Smith
Signature of Notary Public

Printed Name: Barron Smith

My Commission Expires: Oct 20, 2018

CLIENT

By: Am B Hardy 12.15.16
Brunswick County Public Utilities Date

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

Julia A. Miller
Julia A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

Approved as to Form.

County Attorney

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

CONTRACT FOR FORESTRY CONSULTING SERVICE

THIS CONTRACT made this ____ day of _____, 2017 (the "Effective Date") between Brunswick County ("Client"), whose address is PO Box 249, Bolivia, NC 28422 and WOODSRUN CONSULTING FORESTRY, P.A., a North Carolina professional corporation ("Consultant"), whose address is P.O. Box 626, 2220 Peanut Plant Road, Elizabethtown, North Carolina 28337.

1. DESCRIPTION OF SERVICES. Consultant will provide to Client the following services (collectively, the "Services"):

Consultant will inventory the timber, prepare sale area, market using sealed bids pursuant to NCGS 160A-268, contract, administer, and supervise harvesting operations on stands identified within the Forest Management Plan completed for Brunswick County. Consultant will follow the recommendations for harvest as set forth in the plan for the identified parcels (stands).

After the sale has been completed, Consultant will supervise the reforestation of the tract including a reforestation plan that will be approved by the Client.

Matters extending beyond the description above exceed the scope of the work to be performed and will be considered a separate matter independent of this contract.

2. PAYMENT FOR SERVICES. In exchange for the Services Land Owner will pay Consultant as follows:

a. A commission of 8% of the gross timber sale value will be paid as follows:

- i. Buyer shall mail settlement checks payable to WoodsRun Consulting Forestry Escrow Account. Buyer shall send payments, stumpage statements, and the Daily Load Sheets each week to the following address: WoodsRun Consulting Forestry, PO Box 626, Elizabethtown, NC 28337.
- ii. The net weekly settlements, after commissions to WoodsRun Consulting Forestry, will be paid to Brunswick County from the WoodsRun Consulting Forestry Escrow Account.
- iii. Prompt payment is the essence of this Contract. Should the Buyer fail to make prompt payment, Seller (Client) has the right to terminate the contract.

b. In the event the Client decides not to sell the timber or sells the timber by

himself after the timber has been marketed by WoodsRun Consulting Forestry, the Client will pay WoodsRun Consulting Forestry for any time accrued in preparing for the timber sale at \$50 per man hour upon receipt of an invoice for the services provided.

If the above charge is hourly, Client understands that it is impossible to determine in advance how much time will be needed to complete the Services, that events may arise that were not contemplated by Consultant, and that any figures that may have been quoted or discussed for the total cost of services or time frames for completion are merely estimates. If the charge is for a flat fee, the fee is earned upon receipt.

All statements are due upon receipt. All amounts not paid within thirty days of the billing date are subject to late charges on the outstanding balance at a rate of one percent per month. All payments received will be applied first to any late charge due. Client agrees to pay all reasonable attorney fees and other expenses incurred by Consultant in collecting any amounts that due under this Agreement.

3. **EXPENSES.** Routine expenses, such as mileage, flagging, paint, postage, and copies, are included in the fee set forth above. However, extraordinary expenses necessary for Consultant to complete the Services shall be the responsibility of Client. The extraordinary expenses include, but are not limited to, legal expenses, real estate appraisals, and surveying expenses. Consultant will send a written letter to the Client to be approved by the Client in writing prior to incurring such expenses.

4. **TERM.** This Contract will terminate automatically upon completion by Consultant of the Services required by this Contract.

5. **DEFAULT.** In addition to any and all other remedies, if a party fails to substantially perform any provision, term or condition of this Contract, including without limitation the failure to make a monetary payment when due, the other party may terminate the Contract by providing written notice to the defaulting party describing the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default. Unless waived by a party providing notice, the failure to cure the default within such time period shall result in the automatic termination of this Contract.

6. **WARRANTY OF TITLE.** Client warrants the title to the Timber, free from any security interest or lien or encumbrance, and agrees to defend said title against any and all lawful claims or other encumbrances. In the event that a sale is conducted and the sale may not proceed due to defective title or other legal defects, Consultant shall be entitled to its full Commission.

7. **ENTIRE AGREEMENT.** This Agreement signed by both parties constitutes a final written expression of all of the terms of this Agreement, and supersedes any prior written or oral agreements between the parties.

8. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. **AMENDMENT.** This Contract may be modified or amended or rescinded only in a writing signed by both parties.

10. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of North Carolina.

11. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

12. **WAIVER.** Waiver by either party of a breach by the other party of any provision of this Agreement is not a waiver of future compliance with the provision, and the provision remains in full force.

13. **CONSTRUCTION.** The parties agree that no provision of this contract shall be construed against or in favor of either party by virtue of authorship of this Agreement.

14. **AUTHORITY TO CONTRACT.** The signatories to this Agreement warrant that they are authorized to sign this Agreement on behalf of the respective parties and that the Agreement shall be binding upon the respective parties.

15. **DISPUTE RESOLUTION AND CONSENT TO JURISDICTION.** If any controversy or claim arises out of or relates to this Agreement, the parties shall attempt pre-suit mediation prior to the initiation of any law suit. Any action or proceeding related to this Agreement shall be instituted and prosecuted in the Courts of the County of Brunswick and each party hereby waives any claim or defense relating to such jurisdiction and venue.

16. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

17. **PARTIAL INVALIDITY.** Each provision of this agreement is severable. The invalidity or unenforceability of any provision, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement shall not affect or impair the validity or enforceability of any other provision, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement.

18. **FULL UNDERSTANDING.** By signing below, Client agrees that Client has had ample opportunity to review this Contract and have it fully explained.

IN WITNESS WHEREOF, the undersigned have executed, sealed, and delivered this agreement as of the date first above written.

WOODSRUN CONSULTING FORESTRY, P.A.

By:  (SEAL)
Gregory S. Conner, President

Date: 7/7/17

CLIENT: Brunswick County

By: _____ (SEAL)

Date: _____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:

Andrea White

Action Item # VI. - 1.

Administration - Town of Shallotte - Waterfront Development
Project Presentation (Mayor Walt Eccard)

Issue/Action Requested:

Request that the Board of Commissioners receive a presentation from the Town of Shallotte regarding their waterfront development project and consider contributing towards the cost of infrastructure for the project.

Background/Purpose of Request:

Mayor Walt Eccard gave a presentation, on behalf of the Town of Shallotte, on February 6, 2017, to brief the Commissioners on the Riverfront Town Center project and outline ways in which the County could be involved. At that time, he requested an opportunity to return to give a more detailed presentation and a formal proposal requesting the County join with the Town of Shallotte on this project.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners receive a presentation from the Town of Shallotte regarding their waterfront development project and consider contributing towards the cost of infrastructure for the project.

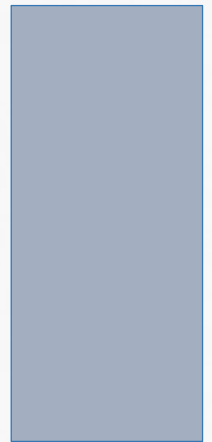
ATTACHMENTS:

Description

- ☐ Riverfront Town Center Presentation
- ☐ Brunswick County Town of Shallotte Agreement
- ☐ Shallotte - Exhibit A

TOWN OF SHALLOTTE RIVERFRONT TOWN CENTER

REQUEST FOR COUNTY PARTICIPATION



SHALLOTTE RIVERFRONT TOWN CENTER

DEVELOPMENT AND ECONOMIC IMPACT

The Riverfront Town Center is projected to be a \$70M+ development (spread over phases) and projects the following job creation in Brunswick County:

Direct Impact: Job Creation	Project Phase	Number of Jobs
Temporary Jobs	Phase One Construction, Phase Two Construction	282
Permanent Jobs	Commercial Operations	321
Total Jobs		603

Source: IMPLAN, conducted by outside 3rd Party. See full report for further details

- Assumes 75% local purchasing for construction hard costs, 25% for soft costs (architecture and engineering)
- Construction cost estimates used do not include contingency estimates

TOWN OF SHALLOTTE

INVESTMENT/COMMITMENT OVERVIEW

The Town of Shallotte has made the following investments and commitments with respects to the Riverfront Town Center:

- 16.2 acres acquired at a total cost of \$5.2 million
- Board approved up to \$600,000 for Shallotte Avenue Project
- Board has approved adding a lift station at cost of approximately \$500,000
- Board has approved over \$550,000 of additional project costs
- Board has approved an infrastructure financing structure and has committed to applying for grants and debt reserved for these necessary improvements

ESTIMATED INFRASTRUCTURE COSTS

- Stewart Engineering has completed a preliminary infrastructure plan and estimates the following associated construction costs:

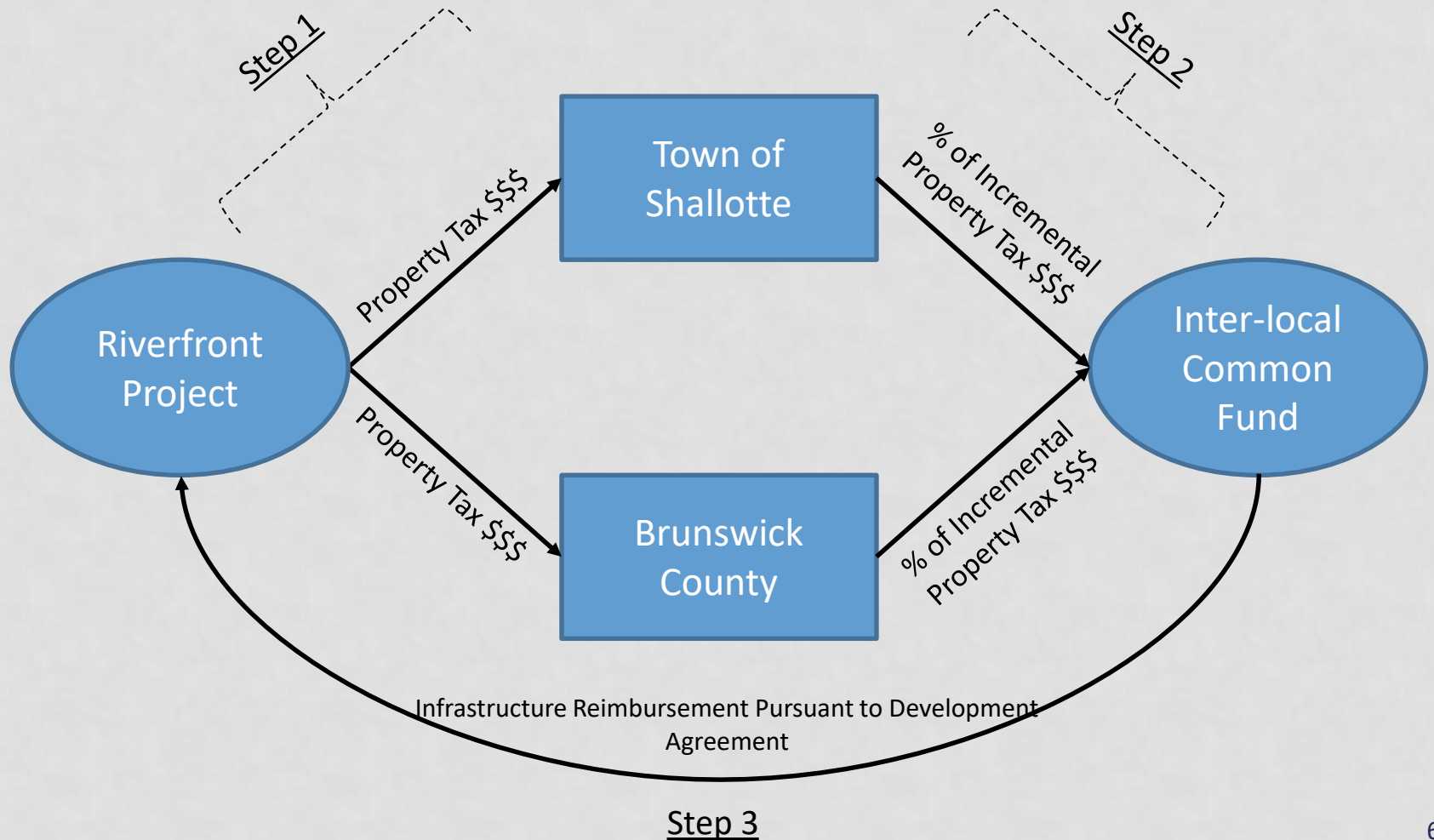
Construction Item	Total
PLUMBING	\$1,209,200
<i>Facility Water Distribution Piping</i>	\$347,820
<i>Facility Sanitary Sewers</i>	\$361,380
<i>Facility Packaged Sewage Pumping Stations</i>	\$500,000
EARTHWORK	\$362,625
<i>Earth Moving</i>	\$362,625
EXTERIOR IMPROVEMENTS	\$3,129,685
<i>Asphalt Pavement</i>	\$872,185
<i>Public Plaza</i>	\$640,000
<i>Riverwalk</i>	\$1,200,000
<i>CIP Retaining Wall</i>	\$315,000
<i>Plants</i>	\$102,500
UTILITIES	\$593,785
<i>Storm Utility Drainage Piping</i>	\$94,200
<i>Stormwater BMPs</i>	\$499,585
Subtotal	\$5,295,295
Contingency (20%)	\$1,059,059
Total Projected Construction Cost	\$6,354,354
<i>Soft Costs (10%)</i>	\$635,435
Total Projected Infrastructure Cost	\$6,989,789

PROPOSED FUNDING SOURCES

Shallotte has identified the following sources and estimates of funds available for infrastructure improvements related to the Riverfront Town Center:

Source	Estimated Amount	Funding Restriction
CAMA	\$250,000	Riverwalk Only
NC Parks & Rec (PARTF)	\$500,000	Riverwalk Only
USDA	\$2,500,000	Water & Sewer Only
% of Tax Rev – Shallotte	\$1,500,000	Public Infrastructure
% of Tax Rev – Brunswick Cty	\$1,350,000	Public Infrastructure

INTER-LOCAL AGREEMENT



CONTRIBUTION REQUEST

Shallotte is requesting that Brunswick County contribute 47.6% of its incremental property tax revenue over a fixed 10-year period towards the cost of infrastructure for the project:

	10-year Incremental Prop Tax Revenue (est.)	% Contributed	Total 10-year Contribution (est.)
Town of Shallotte	\$2,100,000	75%	\$1,500,000
Brunswick County	\$2,850,000	47.6%	\$1,350,000
Total	\$4,950,000		\$2,850,000

TAX REVENUE & ALLOCATION OVERVIEW

Riverfront Cash Flows	Year	3	4	5	6	7	8	9	10	11	12
Proj. Aggregate Tax Value of Improvements		\$21,000,000	\$31,500,000	\$42,000,000	\$53,287,500	\$62,968,063	\$72,793,833	\$73,885,741	\$74,994,027	\$76,118,937	\$77,260,722
Incremental Tax Revenue - Town		\$73,500	\$110,250	\$147,000	\$186,506	\$220,388	\$254,778	\$258,600	\$262,479	\$266,416	\$270,413
Incremental Tax Revenue - County		\$101,850	\$152,775	\$203,700	\$258,444	\$305,395	\$353,050	\$358,346	\$363,721	\$369,177	\$374,714
Total Incremental Tax Revenue		\$175,350	\$263,025	\$350,700	\$444,951	\$525,783	\$607,829	\$616,946	\$626,200	\$635,593	\$645,127
Reimbursement Allocation - Town		\$55,125	\$82,688	\$110,250	\$139,880	\$165,291	\$191,084	\$193,950	\$196,859	\$199,812	\$202,809
Reimbursement Allocation - County		\$48,506	\$72,759	\$97,012	\$123,084	\$145,444	\$168,140	\$170,662	\$173,222	\$175,820	\$178,458
Total Reimbursement Allocation		\$103,631	\$155,447	\$207,262	\$262,964	\$310,736	\$359,224	\$364,612	\$370,081	\$375,633	\$381,267

- 10-year allocation period beginning in year 3

PROTECTIVE MEASURES

The County's risk of participation in this project is limited by the following measures:

- Annual payments are tied directly to incremental tax revenue
 - No increment = no county payment
 - No upfront risk
- County's participation is fixed to an agreed upon timeframe (i.e. 10 years)
- Financial contribution comes only as projected benefits are achieved

**INTERLOCAL AGREEMENT
REGARDING PUBLIC INFRASTRUCTURE REIMBURSEMENT**

This Interlocal Agreement Regarding Public Infrastructure Reimbursement (“Agreement”) is made and entered into by the Town of Shallotte, North Carolina, a North Carolina municipal corporation (the “Town”) and Brunswick County, North Carolina, a North Carolina County (the “County”) as of _____, 2017 (the “Effective Date”).

BACKGROUND

A. The Town is the owner of approximately 16.8 acres of land which is more particularly described on Exhibit A (the “Property”), which the Town seeks to redevelop into a multi-use planned development.

B. In 2015 the Town solicited requests for proposals from developers for the redevelopment of the Property (the “RFP”). At the conclusion of the RFP process the Town selected Traditional Neighborhood Development Partners, LLC, a North Carolina limited liability company (together with any replacement or additional developer, the “Developer”) for negotiation of a definitive development agreement. The Town and Developer have agreed upon a concept development plan reflected in the RFP and documents titled “Shallotte Riverfront Town Center Development Plan” and “Development Plan Questions and Answers”, both submitted to the Town by Developer on August 15, 2016 (the “Development Plan”). The Development Plan provides for the development of the Property into a town center that includes retail, restaurant, hotel, office and residential uses (the “Project”).

C. Development of the Project as requested by the Town will require the installation of public infrastructure estimated to cost approximately seven million dollars that includes, but is not limited to, potable water distribution lines, sewer lines, the upgrade of a sewer pump station, stormwater collection and control devices, streets, sidewalks and public amenities, including but not limited to a river walk (the “Infrastructure”). Subject to securing adequate financing, the Town has undertaken to install the Infrastructure.

D. The Town has requested that the County provide financial assistance for the cost of the Infrastructure. Because the County expects the Project to generate substantial additional ad valorem, sales and other tax revenue for the County and to have a positive impact on the County’s economy, the County has agreed to contribute a limited portion of the incremental tax revenue the Project will generate. The Town and County enter into this Agreement pursuant to N.C. Gen. Stat. §§ 160A-460 – 160A-466 for the purpose of establishing the amount of such contribution and the conditions under which contributions will be made.

NOW THEREFORE, in consideration of the premises and promises herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties covenant and agree as follows:

1. Infrastructure Reimbursement. Provided the Reimbursement Conditions (defined below) have been met with respect to the Project, the County will pay to the Town a “Reimbursement” in the amount specified in Section 1.2 below.

1.1 The County’s obligations to make any Reimbursement Payment are conditioned on the following (each a “Reimbursement Condition” and collectively the “Reimbursement Conditions”) being true at the time the Town delivers a Reimbursement Application (as defined below) to the County.

1.1.1 Town must have submitted to the County an application for reimbursement (each, a “Reimbursement Application”), and the County must have determined that such Reimbursement Application complies with this Section 1.1.1. Each Reimbursement Application must (a) certify that the Infrastructure has been installed; (b) document the expenses Town incurred in connection with the installation of the Infrastructure; (c) certify and provide evidence that the Town has complied with the bidding requirements of N.C. Gen. Stat. § 160A-499(d) and the verification provisions of Art. 2, Chapter 64 of the North Carolina General Statutes; and (d) document the grants (e.g., USDA, CAMA, PARTF, etc.) the Town has received for the Infrastructure.

1.1.2 The County must have received payment of ad valorem taxes for the Property, and such payment must have demonstrated the existence of a Tax Increment.

1.2 The “Reimbursement” paid by the County for the Project shall be an amount equal 47.625% of the Tax Increment during the Reimbursement Period (defined below), subject to the Reimbursement Cap (defined below). This percentage represents 75% of the total amount of the ad valorem increase after subtracting 36.5% in consideration of the County’s obligation to the Board of Education. ($100 - 36.5 = 63.5 \times 75\% = 47.625$) The County shall not be obligated to make any payment if such payment would cause the aggregate of all payments made by the County to exceed 36.2% of the Net Adjusted Infrastructure Costs and shall not be obligated to make payments exceeding a cumulative total of one million three hundred sixty thousand dollars (\$1,360,000) over the life of the Agreement (the “Reimbursement Cap”). The “Net Adjusted Infrastructure Costs” are calculated by taking the actual Infrastructure costs (currently estimated at approximately \$7,000,000.00) and subtracting grants obtained by the Town which may be used to pay these costs (currently estimated at \$3,250,000.00, further estimated to be comprised of \$250,000.00 in CAMA grants, \$500,000.00 in PARTF grants, and \$2,500,000.00 in USDA grants). These grants and any other grants obtained for the Infrastructure costs shall be included in the calculation of Net Adjusted Infrastructure Costs. Payments made by the County need not be made from tax revenues and may be made from any funds available to the County. “Tax Increment” shall mean the positive difference, if any, between (x) the ad valorem tax revenue received by the County with respect to all parcels located within the Property for the last tax year in which the assessed value of such property included no improvements constructed by or for the Developer, and (y) the ad valorem tax revenue received by the County with respect to all parcels located in a Property for the tax year immediately preceding the date on which a reimbursement is due from the County. It is understood that real property within the development area will continue to be valued pursuant to the countywide revaluation schedule. Personal property within the development area is valued as of January 1 of each year. Improvements to real property are added to the tax base on the first January 1 of their

existence and are assessed according to the value that would have applied on January 1 of the last revaluation year. Therefore, increases in the current assessed value in non-revaluation years result solely from improvements to property rather than appreciation in market value. Market value appreciation increases the current assessed value only in revaluation years.

1.3 The County shall make annual Reimbursement payments to the Town for the Infrastructure; such payments shall begin when the Reimbursement Conditions have been satisfied and shall conclude after the County has made the tenth (10th) annual Reimbursement payment; provided, however, if at the end of such ten (10) year period, the County's total Reimbursement payments do not equal the Reimbursement Cap, such ten year period shall be extended by up to three (3) years and shall terminate at the earlier of the end of the third (3rd) year or the date on which the County's payments total the Reimbursement Cap (the "Reimbursement Period"). Except as may be extended pursuant to the preceding sentence, County payments shall be limited to the ten year period starting with the first payment, and this Agreement shall terminate upon the final such payment by the County, which the parties anticipate to be approximately fourteen years from the Effective Date.

2. Miscellaneous Provisions.

2.1 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Town and County with respect to the matters contained herein. All courses of dealing, usage of trade and all prior representations, promises, understandings and agreements, whether oral or written, are superseded by, and merged into, this Agreement.

2.2 Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

2.3 Amendments. This Agreement may be terminated or amended only in writing signed by each party, and in the case of the Town, only when signed by the Town Manager and Mayor or signed by another Town official pursuant to vote of the Town's Board of Aldermen and in the case of the County, only when signed by the County Manager or Chair of the Board of County Commissioners or signed by another County official pursuant to vote of the County's Board of Commissioners. No course of dealing or oral agreement or written agreement executed without the formality required by the preceding sentence will modify this Agreement.

2.4 Waivers. A waiver will be effective only if in a written document that identifies with particularity the right being waived, expresses the intent to waive such right, and is signed by the person waiving the right after receiving all necessary corporate approvals. A waiver of one right in one instance shall not be deemed to be a waiver of that right in any other instance or of any other right. No failure to act, course of dealing, oral agreement or written agreement signed without the specificity described above or without the necessary corporate formality will constitute a waiver.

2.5 Headings; Exhibits. The headings of articles and sections of this Agreement are inserted only for convenience; they are not to be construed as a limitation of the scope of the particular provision to which they refer. All exhibits attached or to be attached to this Agreement are incorporated herein by this reference.

2.6 Choice of Law. This Agreement shall be interpreted and enforced in accordance with the internal laws of the State of North Carolina, without reference to choice of law provisions that might serve to make the laws of some other jurisdiction applicable for such purposes.

2.7 Choice of Forum. The exclusive forum for any dispute between the parties arising out of or related to this Agreement shall be the North Carolina Superior Court in and for the County of Brunswick, or if the United States District Court has exclusive jurisdiction over the claim being asserted, the United States District Court for the Eastern District of North Carolina.

2.8 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

2.9 Time of the Essence. Time is of the essence of this Agreement and the performance of the terms and conditions hereof.

2.10 Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act, event, notice, or default after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the County, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. (measured by the time of the County).

2.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

2.12 No Partnership. Nothing in this Agreement shall be deemed in any way to create between the parties any relationship of partnership, joint venture, or association, and the parties disclaim the existence thereof.

2.13 Notices. All notices and other communications required or provided to be sent by either party shall be in writing and shall be sent by: (a) hand delivery, in which case notice shall be deemed given upon receipt or refusal to accept delivery; (b) registered or certified mail, postage prepaid, return receipt requested, in which case notice shall be deemed given upon receipt or refusal to accept delivery; (c) reputable, national overnight delivery service (e.g., Federal Express, UPS), in which case notice shall be deemed given upon receipt or refusal to accept delivery; or (d) electronic transmission (facsimile, electronic mail or other similar device), in which case notice shall be deemed delivered upon transmission of such notice, provided that

an original of such notice is also sent contemporaneously with the electronic transmission to the intended addressee by means described in clauses (a), (b) or (c) above. All notices shall be addressed to the parties at the addresses below:

Town's Address: Town of Shallotte, NC
Attn: Mimi Gaither
106 Cheers Street
Shallotte, NC 28470
E-mail: mgaither@townofshallotte.org

With a copy to: Keith D. Burns
Nexsen Pruet, PLLC
4141 Parklake Avenue, Suite 200
Raleigh, NC 27612
E-mail: kburns@nexsenpruet.com

County's Address: Brunswick County
Attn: Ann B. Hardy, County Manager
30 Government Center Drive, N.E.
P.O. Box 249
Bolivia, NC 28422
E-mail: ann.hardy@brunswickcountync.gov

With a copy to: Brunswick County
Attn: Bob Shaver, County Attorney
30 Government Center Drive, N.E.
P.O. Box 249
Bolivia, NC 28422
E-mail: bob.shaver@brunswickcountync.gov

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 2.13 by giving at least ten (10) days prior written notice thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any notice to be given by any party hereto may be given by the counsel for such party.

2.14 No Precedential Value. The parties acknowledge that their decision to enter into this Agreement is based upon considerations unique to the Property and to the Project. This Agreement does not obligate the Town or the County to enter into future agreements with respect to the Property, the Project or any other property or project.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, intending to be bound hereby, the parties have caused this Agreement to be executed as of the Effective Date.

TOWN:

TOWN OF SHALLOTTE, a North Carolina, a
North Carolina municipal corporation

By: _____
Walter Eccard, Mayor

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

Mimi Gaither, Town Finance Officer

COUNTY:

BRUNSWICK COUNTY, a North Carolina, a
North Carolina municipal corporation

By: _____
Frank L. Williams, Chair, Board of
Commissioners

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

Julie A. Miller, Director of Fiscal
Operations

EXHIBIT A

Property Description

NPRAL1:802355.4-CS-(KBURNS) 056669-00001

TOWN ACQUIRED PROPERTY

<u>PROPERTY REFERENCE</u>	<u>TOTAL ASSESSED</u>	<u>ACREAGE</u>
TRIPP PROPERTY (198AC003 & 198AC004)	\$156,290	1.28
198AC002	\$107,850	0.5
SALMON PROPERTY 1 (198AC017)	\$114,950	0.5
SALMON PROPERTY 2 (198AC016)	\$67,990	0.23
BRANNING PROPERTY (198AC00302)	\$100,430	0.17
WHITE INVESTMENTS (198AD00304)	\$121,500	0.58
198AD004	\$33,300	0.12
GREEN BUILDING (198AD005)	\$286,330	0.4
REDWINE PROPERTY (198AD002) (198AD025)	\$213,140	0.71
WFT (198AD001)	\$142,400	0.2
MILLIKIN PROPERTY (198AD013)	\$211,000	3.22
WORRELL (198AC014, 198AC015, 198AD007)	\$128,490	0.42
SWEAT PROPERTY (198AD00301 & 198AD00305)	\$51,220	0.11
WHITEHEAD PROPERTY (198AD007 & 198AD009)	\$79,100	0.15
BENTON PROPERTY (198AC011)	\$89,620	0.11
198AC012 & 198AC013	\$68,640	0.17
TOTAL	\$1,972,250	8.87

PROPERTY OWNED BY GENE SMITH

<u>PROPERTY REFERENCE</u>	<u>TOTAL ASSESSED</u>	<u>ACREAGE</u>
198AC00101	\$400,280	1.01
198AC001	\$517,870	3
198AB01703	\$73,200	1
198AB01702	\$50,000	1
198AB01704	\$69,430	0.4
198AD001	\$142,400	0.6
198AD00101	\$73,440	0.19
198AC01701	\$49,950	0.25
198AB01704 (SMITH DAUGHTER PROPERTY)	\$69,430	0.51
TOTAL	\$1,446,000	7.96



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # VI. - 2.

From: Cooperative Extension - Brunswick 4-H Youth to Attend
Cooperative Extension (Morgan King 4-H NCACC Youth Summit (Miss Lena Devlin, Brunswick County Agent) Youth Delegate)

Issue/Action Requested:

Request that the Board of Commissioners receive a presentation from Miss Lena Devlin, Brunswick County's Youth Delegate to the North Carolina Association of County Commissioners Youth Summit.

Background/Purpose of Request:

Each county sends a delegate to the Youth Summit during the North Carolina Association of County Commissioners Annual Conference. Lena Devlin will be the Brunswick County Youth Delegate with 4-H. The Eighth Annual NCACC Youth Summit will take place on August 11-12 in Durham County. During this event, she will have the opportunity to gain a better understanding of what county governments do and the role of commissioners as the governing body for counties. She will also participate in workshops that will allow her to realize her strengths and enhance communication skills.

Lena has been an active 4-Her for several years. She is a member of our Teen Council and Teens in Leadership Training Youth Volunteer Program. She was recently elected 4-H District Officer and will be inducted into that position during State Congress at the end of July.

As Brunswick County's Youth Delegate, Miss Devlin is required to appear before the commission prior to her attendance at this event. She has expressed interest in pursuing a career in local government right here in Brunswick County, so she is excited for this opportunity to learn more about how local governments function.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners receive a presentation from Miss Lena Devlin, Brunswick County's Youth Delegate to the North Carolina Association of County Commissioners Youth Summit.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # VI. - 3.

From:
Mike Hargett, Director of Economic
Development & Planning

Planning - Cape Fear Regional Bicycle Plan (Alta Planning
Consultants for CFCOG)

Issue/Action Requested:

Request that the Board of Commissioners receive a presentation of the Cape Fear Regional Bicycle Plan and approve the Plan as proposed by the NC Department of Transportation.

Background/Purpose of Request:

The Plan is being funded by NCDOT and coordinated by the Cape Fear Council of Governments, who engaged Alta Planning Consultants to assist with preparation of the Plan. Representatives of the firm will present an overview of the Plan and respond to any questions the Board may have.

Attached are an Executive Summary of the Plan and a regional map depicting the Long-Term Recommended Bicycle Network. Additional information regarding the Plan may be found on the following link: <http://capefearbicycleplan.weebly.com/>

The Plan has been approved by the Cape Fear RPO RTAC, the Wilmington MPO TAC, the Town of Leland, and Pender County. Additional adoptions by jurisdictions within the region are being scheduled.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

The Planning Board recommended approval of the Plan at their meeting on July 11th.

County Manager's Recommendation:

Recommend that the Board of Commissioners receive a presentation of the Cape Fear Regional Bicycle Plan and approve the Plan as proposed by the NC Department of Transportation.

ATTACHMENTS:

Description

- ❑ Regional Bike Plan Exec. Summary
- ❑ Map - Long Term Recommended Bicycle Network
- ❑ 2017 Resolution Adopting the Cape Fear Regional Bicycle Plan



EXECUTIVE SUMMARY *for the* **CAPE FEAR REGIONAL BICYCLE PLAN**

2017

Introduction

Communities across North Carolina and throughout the U.S. are investing in bikeways because of their obligation to promote health, safety, and welfare, and because of the growing awareness of the many other benefits of a bicycle-friendly region, including overall livability. The Cape Fear Council of Governments led the development of this regional bicycle transportation plan with a planning grant from the North Carolina Department of

Transportation (NCDOT). The purpose is to identify opportunities and constraints for bicycling, and establish recommendations for improvement.

The study area covers Brunswick, Columbus, New Hanover, and Pender Counties, as well as parts of Bladen, Onslow, and Sampson Counties. A steering committee of residents, MPO, RPO, County, Municipal, and State representatives helped guide the year-long master planning process.



This map shows the basic concept of connectivity for bicycling in the region; for detailed recommendation maps and project cut-sheets, please visit: www.capefearcog.org/regionalbikeplan



Plan Vision

“Bicycling is a safe and accessible form of transportation and recreation for residents and visitors in the Cape Fear Region. Key destinations are served by well-connected bikeways, increasing tourism and promoting economic development. Bicycling, as a means of recreation and transportation, enhances the health and well-being of people and communities throughout the region.”

Plan Goals



Increase Transportation Choices

Improve connectivity of the bicycle network while increasing accessibility to transit and key destinations throughout the region.



Improve Safety for All Bicyclists

Improve the quality and safety of bicycling through new infrastructure, policies and programs, for all types of bicyclists.



Improve Health and Well-being of Communities

Improve health and wellness by increasing access to bikeways, thereby offering more opportunities for recreation, active transportation, and physical activity.



Create Value & Generate Economic Activity

Promote bicycle-related tourism and economic development, thereby increasing quality of life in the Cape Fear Region.



Plan Recommendations

The Regional Bicycle Network features a long-term (30-year) concept for connectivity, along with short-term priorities to begin linking communities and regional destinations. The short-term “catalyst” projects have the greatest impact in terms of safety and connectivity. Examples include bicycle lanes, paved shoulders, bicycle shared-lane markings, side paths, and similar facilities. These projects have the potential to spur momentum for the longer-term projects.

Recommended Program examples include promoting bicycle-friendly transit, bicycle tourism brochures, bicycle signage, and promoting bicycle safety through messaging and enforcement.

Policy Considerations include complete streets, accommodating bicycle facilities with new development, bicycle parking, connectivity, and bicycle-friendly rumble strips.



***Example Recommendation:** Existing conditions along the East Coast Greenway route between Sunset Beach and Ocean Isle Beach (Beach Dr, top), and a conceptual rendering of what a shared use path could look like along that route (bottom). This type of facility could help support local businesses through increased walking and bicycling traffic along the route.*



Plan Implementation

Successful implementation will require a consistent, coordinated effort by regional planners, NCDOT, and the many counties, municipalities, private partners, stakeholders, and advocates in the region.

Implementation entails:

- Stakeholder coordination
- Project development opportunities
- Organizational framework
- Priority action steps & performance measures

The plan's bicycle facility design guidelines provide a go-to resource for statewide and national best practices. A combination of federal, state, local and private/non-profit funding sources are recommended to get these projects from planning and design stages to implementation.

Public Process & Online Resources

This plan was developed through a public process, including:

- 31 steering committee members
- 2,534 visitors to the project website
- 5 outreach sessions at local events
- 50+ local organizations contacted
- 450+ comment forms
- 150+ wiki-map comments
- 8 Draft Plan public outreach opportunities
- Final Plan presentations throughout the study area

Please visit the project web page for more information, including the full planning document, detailed recommendation maps, and user-friendly bicycle touring maps:

**[www.capefearcog.org/
regionalbikeplan](http://www.capefearcog.org/regionalbikeplan)**



Prepared for the Cape Fear Council of Governments
Prepared by Alta Planning + Design
Funding from NCDOT, Division of Bicycle and Pedestrian Transportation
2017



County of Brunswick
Office of the County Commissioners



**RESOLUTION ADOPTING
THE CAPE FEAR REGIONAL BICYCLE PLAN**

WHEREAS, cities, towns, and regions around the country are increasingly recognizing the benefits that bicycle-friendly communities offer in terms of quality of life to residents and visitors; and

WHEREAS, representatives from counties, municipalities, transportation agencies, planning agencies, bicycling clubs, trail organizations, and multiple NCDOT divisions in southeastern North Carolina have worked cooperatively for over a year on the Cape Fear Regional Bicycle Plan (the Plan) in order to make bicycling a safe and accessible form of transportation and recreation; and

WHEREAS, there were 487 reported bicycle crashes from 2007-2012 that have resulted in 254 or more injuries and eight fatalities in the region; and

WHEREAS, the Plan will improve the quality and safety of bicycling through new and improved infrastructure, policies and programs, for all types of bicyclists; and

WHEREAS, the Plan will increase transportation choices by improving connectivity of the bicycle network while increasing accessibility to transit and key destinations throughout the region; and

WHEREAS, BlueCross BlueShield North Carolina has stated that every \$1 investment in trails for physical activity can save about \$3 in medical expenses; and

WHEREAS, the Plan will improve health and wellness by increasing access to bikeways, thereby offering more opportunities for recreation, active transportation, and physical activity; and

WHEREAS, an NCDOT study in the neighboring coastal region of the Outer Banks has demonstrated the annual return on bicycle facility development is approximately nine times higher than the initial investment; and

WHEREAS, the Plan promotes bicycle-related tourism and economic development for communities in Brunswick, Columbus, New Hanover, and Pender Counties as well as southern Bladen, western Onslow, and southern Sampson Counties; and

WHEREAS, this Plan included an open and participatory process, with over 500 online mapping and public survey comments, with outreach at dozens of public events; and

WHEREAS, 97% of survey respondents said they would bike more often if more bicycle lanes, trails, and safe roadway crossings were provided for bicyclists; and

WHEREAS, it is envisioned that a more bicycle-friendly Cape Fear region would offer multiple quality of life benefits to residents and visitors by increasing public safety, supporting health and the environment, expanding choices for mobility, and diversifying the strength of tourism in local communities throughout the region; and

WHEREAS, supporting this resolution does not replace any local plans nor dedicate any funding, but rather indicates a willingness to support the Plan's recommended bicycle projects and programs.

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners hereby adopts the Cape Fear Regional Bicycle Plan.

This the 17th day of July, 2017.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # VII. - 1.

From:
Ann Hardy

Administration - Update to Board on Water Supply - (Ann Hardy, County Manager, David Stanley, Executive Director of Health & Human Services, John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners receive an update on the county's water supply.

Background/Purpose of Request:

The County is currently working with state officials, an engineering firm and communications firm to review water test results, treatment methods, and potential short and long term treatment method improvements and ensure that the public is informed about water quality. Staff will provide a status report to the board.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Not Applicable

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners receive an update on the county's water supply.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # VII. - 2.

From: Administration - Relocation of Hickman Crossroad Library
Steve Stone, Deputy County Manager (Steve Stone, Deputy County Manager)

Issue/Action Requested:

Request that the Board of Commissioners consider a plan to relocate the current Hickman Crossroad Library in 2018.

Background/Purpose of Request:

In January of 2018, the County will take possession of the current South Brunswick Islands Campus of Brunswick Community College at 9400 Ocean Highway W. The current location of Hickman Crossroad Library at 1040 Calabash Rd., NW. has had continued to have circulation and activity growth but has significant building limitations and quite limited parking with few options for expansion. The current library branch is 14,975 sq. ft. on two floors and has about 30 marked parking spaces. The proposed branch location has 15,256 sq. ft. on one floor and about 200 marked parking spaces. Given the relatively open design and one floor rather than two, the proposed new location has significantly more usable library space. The two locations are approximately 2 miles apart, and the proposed new location would be as close as, or closer to, the majority of current library patrons. Both the Library Director and the Branch Manager believe that the Ocean Highway site would be an ideal location for the branch.

Library and Operations Services staff have reviewed the logistics and likely cost for the move. The total estimated cost for the move is \$21,000, \$14,000 of which is in in-kind labor and equipment cost.

The Sheriff's Office and the Emergency Services Department would like to co-locate in the location at 1040 Calabash Rd. if the Board approves the move of the library. The building would provide much needed storage space for both, as well as be a good location for their operations in the southwestern part of the County. The limited parking at the location should not hamper the use of the building for either the Sheriff or Emergency Services. We do not yet have a formal cost estimate for the agencies to set up operations at the site, but an initial relocation should occur at minimal cost, most of which would be in-kind.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners consider a plan to relocate the current Hickman Crossroad Library in 2018.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

Action Item # VII. - 3.

From:

Andrea White

Attorney - Board Appointment to Doshier Memorial Hospital
Board of Trustees - (Bob Shaver, County Attorney)

Issue/Action Requested:

Request that the Board of Commissioners appoint Dr. Terry Pieper to fill the unexpired term of Trustee Joseph Agovino on the Doshier Memorial Hospital Board of Trustees.

Background/Purpose of Request:

The Doshier Memorial Hospital Board of Trustees has accepted the resignation of Trustee Joseph Agovino and has nominated Dr. Terry Pieper to fill the unexpired term of Mr. Agovino. The term expires with the upcoming election and Dr. Pieper intends to run for a seat on the Doshier Memorial Hospital Board of Trustees.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Advisory Board Recommendation:

The Doshier Memorial Hospital Board of Trustees nominated Dr. Terry Pieper at their July 10, 2017 Board of Trustees meeting.

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint Dr. Terry Pieper to fill the unexpired term of Trustee Joseph Agovino on the Doshier Memorial Hospital Board of Trustees.

ATTACHMENTS:

Description

- ☐ Letter from the Doshier Board of Trustees
- ☐ Application - Dr. Terry Pieper

July 11, 2017

Brunswick County Board Of Commissioners
30 Government Center Drive
P.O. Box 249
Bolivia, NC 28422

Dear Commissioners:

The Board of Trustees of J. Arthur Doshier Memorial Hospital has accepted the resignation of Trustee Joseph Agovino at the monthly Board Meeting on July 10, 2017.

In order to fulfill his term, the Board of Trustees nominated Dr. Terry Pieper of Southport to fill the remaining period of Mr. Agovino's term. The matter was discussed at the July 10, 2017 Board of Trustees meeting and it was agreed to offer his name in nomination.

Dr. Pieper has been a longtime member of our community and has been very involved with providing healthcare to residents of our community. Dr. Pieper is also interested in running for the office during this election period and will formally submit his name to the Election Board.

We hereby submit Dr. Terry Pieper for your consideration as a Trustee of Doshier Memorial Hospital and ask that he be considered for appointment at your meeting on July 17, 2017 as we need to fill the seat as soon as possible.

Sincerely,

Sherri Marshall, as Chair

Sherri Marshall
Chair
Doshier Memorial Hospital Board of Trustees

Cc: Tom Siemers, CEO
Michael Murchison, J.D.



Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

*

Are you registered to vote in Brunswick County?

☒ Yes
☐ No

*

Board or Committee of Interest

Dosher Memorial Hospital Board of Trustees ▼

Please select an option.

Board or Committee of Interest (Second Choice)

▼

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☐ Yes ☒ No

Applicant Information

First Name *

Terry

Middle Initial

L.

Last Name *

Pieper, M.D.

Street Address	6149 River Sound Circle
City	Southport
State	NC
Zip	28461
Home Phone	515-4060
Cell Phone	515-4060
Email	tpieper@ec.rr.com
Present Job/Employer Address	Internal Medicine Physician 821 N. Atlantic Ave. Southport, NC 28461
Past Employment	
Current Civic/Community Participation	LION'S CLUB WAIVES FOR KIDS

X Thieperus 7/13/17



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 17, 2017

From:
David Stanley

Action Item # VII. - 4.

Health and Human Services - Plan for Creation of Stepping Up Task Force - (David Stanley, Executive Director Health and Human Services)

Issue/Action Requested:

Request that the Board of Commissioners receive and approve the plan for the creation of a Stepping Up Task Force.

Background/Purpose of Request:

Each year, about 25,000 people with severe mental illness end up in North Carolina's jails. Almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders. The Stepping Up Task Force will consist of key community leaders in law enforcement, local government, and private entities with a goal to create conditions that allow for optimal success for those living with mental illness and/or co-occurring substance dependence and who are, or are at risk of being, involved in the criminal justice system. Specifically the task force would develop an action plan that can be used to achieve a measurable impact in our local criminal justice system and reduce the cycling of those with mental health issues through the criminal justice system.

May 15, 2017 the Board of Commissioners approved a resolution to support the Stepping Up Initiative to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in the state and across the country to support a national initiative and encourage all county officials, employees, and residents to utilize the comprehensive resources available through Stepping Up.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

The Health and Human Services Advisory Board unanimously recommend the Commissioners look at creating a Stepping Up program for Brunswick County.

County Manager's Recommendation:

Recommend that the Board of Commissioners receive and approve the plan for the creation of a Stepping Up Task Force.

ATTACHMENTS:

Description

- ▣ Stepping Up Plan
- ▣ 2017-05-15 VI-3 Board of Commissioners - Resolution in Support of Stepping Up Initiative

Stepping Up Initiative

Issue/Action Requested:

Request that the Board of Commissioners receive and accept the draft plan for the creation of a Stepping Up Task Force to develop an action plan that can be used to achieve a measurable impact in our local criminal justice system and reduce the cycling of those with mental health through the criminal justice system.

Background/Purpose of Request:

Each year, about 25,000 people with severe mental illness end up in North Carolina's jails. Almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders. The Stepping Up Task Force will consist of key community leaders in law enforcement, local government, and private entities with a goal to create conditions that allow for optimal success for those living with mental illness and/or co-occurring substance dependence and who are, or are at risk, of being involved in the criminal justice system.

May 15, 2017 the Board of Commissioners approved a resolution to support the Stepping Up Initiative to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in the state and across the country to support a national initiative and encourage all county officials, employees, and residents to utilize the comprehensive resources available through Stepping Up.

Plan :

- Convene a diverse team of leaders and decision makers from multiple agencies
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk as a baseline to guide decision making
- Examine treatment and service capacity to determine which programs and services are available in Brunswick County for people with mental illnesses and co-occurring substance use disorders
- Identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community
- Develop a mission/vision/ purpose for the Stepping Up Task Force
- Develop a plan with measurable outcomes that draws on the needs and prevalence assessment data and examination of available treatment and service capacity, while considering identified barriers
- Implement research-based approaches that advance the plan
- Create a process to track progress using data and information systems and to report on successes

Invite list:

Justice system

- Brunswick County Sheriff's Office
- Brunswick County District Court Judge
- Brunswick County Superior Court Judge
- Brunswick County District Attorney
- Oak Island Police Department
- Southport Police Department
- Calabash Police Department
- Boiling Spring Lakes Police Department
- Leland Police Department
- Sunset Beach Police Department
- Shallotte Police Department
- Holden Beach Police Department
- St. James Police Department

Behavioral health system/healthcare

- Coastal Southeastern United Care
- Brunswick County Health Services
- Novant Health Brunswick Medical Center
- Doshier Memorial Hospital
- Coastal Horizons
- New Hope Clinic
- Trillium Health Resources

Community

- National Alliance on Mental Illness
- Brunswick Opioid Task Force
- Brunswick Crisis Consortium
- Faith Based Community Representative

County government

- County Commissioners
- County Manager
- Health & Human Services Advisory Board
- Health & Human Services

When: August 2017

Proposed chair/coordinator for Initial Meeting: David Stanley, Health and Human Services Executive Director



APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
May 15, 2017

From:
Amanda Hutcheson

Action Item # VI. - 3.

Board of Commissioners - Resolution in Support of Stepping Up Initiative - (Commissioner Pat Sykes)

Issue/Action Requested:

Request that the Board of Commissioners approve a resolution in support of the Stepping Up Initiative to reduce the number of people with mental illnesses in jails.

Background/Purpose of Request:

It is estimated that 2 million people with serious mental illnesses are booked into county jails each year, and that the prevalence of serious mental illnesses in jails is three to six times higher than in the general population. Those with mental illnesses tend to stay in jail longer and are at a higher risk of recidivism upon release, and county jails spend more on adults with mental illnesses than on adults without such treatment needs. Through the Stepping Up initiative, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation encourage public, private and nonprofit partners to reduce the number of people with mental illnesses in jail.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a resolution in support of the Stepping Up Initiative to reduce the number of people with mental illnesses in jails.

ATTACHMENTS:

Description

- ☐ Resolution in Support of Stepping Up Initiative

County of Brunswick
Office of the County Commissioners



**RESOLUTION IN SUPPORT OF STEPPING UP INITIATIVE TO REDUCE THE
NUMBER OF PEOPLE WITH MENTAL ILLNESSES IN JAILS**

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general population; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, Brunswick County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

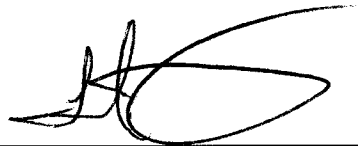
WHEREAS, the North Carolina Association of County Commissioners has undertaken a serious effort to address the local service needs of those with mental illnesses through the appointment of a special Task Force; and

WHEREAS, through the *Stepping Up* initiative, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation are encouraging public, private and nonprofit partners to reduce the number of people with mental illnesses in jails;

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners does hereby support the *Stepping Up* Initiative to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in my state and across the country to support a national initiative and encourage all county officials, employees and residents to utilize the comprehensive resources available through *Stepping Up* to:

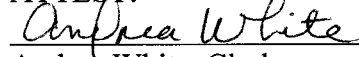
- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails.
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making.
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community.
- Develop a plan with measurable outcomes that draws on the needs and prevalence assessment data and examination of available treatment and service capacity, while considering identified barriers.
- Implement research-based approaches that advance the plan.
- Create a process to track progress using data and information systems, and to report on successes.

This the 15th day of May, 2017.



Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:


Andrea White, Clerk





Brunswick County Board of Commissioners

ACTION AGENDA ITEM

July 17, 2017

Action Item # VII. - 5.

From:
Aaron Perkins, Director of Parks & Recreation

Parks & Recreation - Smithville Park Future Development and Ocean Isle Beach Park Phase 2 Update (Aaron Perkins, Parks & Recreation)

Issue/Action Requested:

Request that the Board of Commissioners receive information about options for construction of future planned Smithville Park elements, as well as consider a modification to the current construction contract, and receive an update on Phase 2 of the Ocean Isle Beach Park.

Background/Purpose of Request:

The Smithville Park Master Plan estimated cost is \$9.4 million; approximately \$4.4 million over the original estimated projected budget. The project has now been proposed as three Phases.

Phase 1 development includes three (3) lighted, irrigated baseball fields (200' homerun fences), one (1) restroom/concession building, one (1) press box, eight (8) new tennis courts (four (4) of the eight with lights), four (4) lighted pickleball courts, one (1) picnic shelter, 330 parking spaces, 1800' paved sidewalk/trail, site amenities, infrastructure, and a new park entrance located at Doshier and River Road.

Phase 2 development includes one (1) multi-sport field, existing soccer field improvements, irrigation system for existing baseball fields, trails, and sidewalks.

Phase 3 includes one (1) dog park, four (4) batting cages, one (1) picnic shelter, and improvements to existing parking lots.

Staff has proposed a list of amenities which could be constructed in-house by Operation Services and Parks & Recreation Department staff. These items include one (1) lighted multi-sport field with irrigation and four (4) batting cages. The cost for these items would be approximately \$300,000. Once the Phase 1 contracted projects are completed, County employees could have the one (1) 360' x 225' multi-sport field with irrigation and four (4) batting cages in place within 60 days.

Concerns have been raised from the Price family regarding the family cemetery within the park. The Price family requests the County consider removing most of the trees on the property to streamline maintenance. The cemetery is located in the middle of the park and will be highly visible to the public. It is within the contract to install an ornamental 6' fence around the property. The general contractor onsite would remove the trees to the base for \$9,700. This would not include stump removal or grinding in preservation of the graves. Staff recommends approval to allow East Coast Contracting to remove these trees.

Ocean Isle Beach Phase 2 Schematic Design is coming to a end. The review team had our last design meeting on July 13, 2017. Consultant is finalizing constructions documents. Our next step is to submit for permits end of July/early August, bid in September or as soon as permits are in hand, award in October, then construction in November/December.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget amendment and the capital project ordinance transfers \$10,000 for tree removal from the reserve designated for Smithville Park project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners receive information about options for construction of future planned Smithville Park elements, as well as consider a modification to the current construction contract, and receive an update on Phase 2 of the Ocean Isle Beach Park.

ATTACHMENTS:

Description

- ▣ Smithville Amenities Cost Break Down
- ▣ 170717 Budget Amendment Smithville Park Lighting Reserve.pdf
- ▣ 170717 Budget Amendment Smithville Park Lighting.pdf
- ▣ 170717 CPO Smithville Park Project.pdf
- ▣ Ocean Isle Beach Phase 2 - Project Cost

Smithville Park Future Development (In- House)

Football/Soccer Field

Irrigation	\$	15,000.00
Tifway 419 Grass		
Sprigging	\$	6,500.00
Sod	\$	26,000.00
Musco Lighting	\$	205,000.00
Batting Cages	\$	47,500.00
Total	\$	300,000.00

Request Info	
Type	Budget Amendment
Description	Smithville Park Lighting
Justification	Board Meeting 07/17/17-Transfer funding from the County Capital Reserve to the Smithville Park Project for award of sports lighting contract with Musco Lighting.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	464341	Interfund Trans Co Cap Reserve	Smithville Park	-455000	Decrease	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-455000	Decrease	Debit

Total	
Grand Total:	-910000

Request Info	
Type	Budget Amendment
Description	Smithville Park Lighting
Justification	Board Meeting 07/17/17-Transfer funding from the County Capital Reserve to the Smithville Park Project for award of sports lighting contract with Musco Lighting.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438202	398110	Smithville Park Improvements	Trans Frm General Fund	455000	Increase	Credit
438202	464002	Smithville Park Improvements	Construction	455000	Increase	Debit

Total	
Grand Total:	910000

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE**

**Smithville Park Improvements
(438202)**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Capital Projects Fund:

County Capital Projects Fund:

Revenues:

Miscellaneous Revenues	350,000
Transfer from General Fund	<u>5,563,666</u>
Total County Capital Project Revenues	\$ 5,913,666

Expenditures:

Arch/Eng/Legal	407,232
Construction	<u>5,506,434</u>
Total County Capital Project Expenditures	\$ 5,913,666

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$ 5,563,666
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 5,563,666
--------------------------------------	--------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 17, 2017 meeting of the Brunswick County Board of Commissioners.



**OIB Park
Phase 1
Construction Budget Estimate**

Based on Design Development Documents 7/13/2017

Item	Cost
Demolition	\$7,900.00
Clearing/Grading/ Erosion Control	\$746,772.00
Storm Drainage	\$188,446.00
Parking Improvements	\$235,845.00
Sidewalks	\$108,300.00
Paved Trail	\$36,605.00
Utilities	\$451,450.00
Road Improvements	\$100,000.00
Park Structures	\$424,608.00
Park Furnishings and Amenities	\$63,000.00
Baseball/Softball Fields, 300' (2 Fields)	\$494,310.00
Baseball Fields, 200' (2 Fields)	\$327,682.00
Pickleball Courts (6 Courts)	\$105,682.00
Landscape	\$69,810.00
Park Signage	\$15,000.00
Dog Park	\$36,644.00
Probable Sub-Contractor Budget	\$3,412,054.00
Contractor Overhead, Profit, and General Conditions (10%)	\$341,205.40
Probable Total Construction Budget (Without Contingency)	\$3,753,259.40
OPE-Owner Provided Equipment	
Construction Testing	\$5,000.00
Irrigation Booster Pump (Allowance)	\$35,000.00
Domestic Water Booster Pump (Allowance)	\$0.00
Duplex Grinder Pump Station-Included in utility itemization	\$0.00
Sportsfield Lighting equipment-4 fields and pickleball (Allowance)	\$679,500.00
General Contingency (10%) Construction Budget)	\$375,325.94
Site Lighting and BEMC (allowance)	\$34,000.00
Fitness Equipment and Surfacing	\$25,500.00
Kitchen Equipment	\$15,000.00
Capital Recovery Fees	\$5,000.00
Probable Total OPE including contingency	\$1,174,325.94
Grand Total Construction Budget	\$4,927,585.34
Alternate Cost	
Basketball Courts (2 Courts)	\$73,330.00

Ocean Isle Beach Park Construction Document Schedule

