

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

**January 7, 2019**

**3:00 PM**

**I. Call to Order**

**II. Invocation/Pledge of Allegiance**

**III. Adjustments/Approval of Agenda**

**IV. Public Comments**

**V. Approval of Consent Agenda**

1. Administration - Accept Surplus Property Offers for Upset Bid Process  
Request that the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.
2. Administration - Award Contract for 2018 School Bond Project - South Brunswick High School Tennis Courts  
Request that the Brunswick County Commissioners approve the contract with Carolina Courtworks, Inc. in the amount of \$328,288 for 2018 School Bond Project - tennis courts at South Brunswick High School.
3. Board Appointment - Child Fatality Prevention Team  
Request that the Board of Commissioners appoint Tracy Carnes to replace Kat Corrigan (EMS) on the Brunswick County Child Fatality Prevention Team.
4. Clerk to the Board - Meeting Minutes  
Request that the Board of Commissioners approve the draft minutes from the December 17, 2018 Regular Meeting.
5. County Attorney - Special Sewer Assessment Release  
Request that the Board of Commissioners approve the agreement for the release and refund of special sewer assessment #12 (Boiling Spring Lakes) for Parcel # 1410000220.
6. Emergency Services - Renewal of Contract with EMSMC for EMS Billing Service  
Request that the Board of Commissioners approve the renewal contract for EMS billing services at a fee of 6.4% of Net Collections.
7. Engineering - Hwy 74/76 Warehouse and Bailey Street Water Main Final Adjusting Deductive Change Order  
Request that the Board of Commissioners review and approve the final adjusting change orders with Carolina Civil Works, Inc., in the deductive amount of (\$84,804.51) for the Hwy. 74/ 76 Warehouse and Bailey / Randall Street water main project.
8. Engineering - Smithville Park Phase One Upgrade Final Adjusting Deductive Change Order and Project Closeout  
Request that the Board of Commissioners review and approve the final adjusting change order with East Coast Contracting, Inc., in the deductive amount of (\$206,360) for the Smithville Park Phase One upgrade project.
9. 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.

-Budget Amendment Wastewater Taps and Connections

Appropriate \$500,000 of taps and connections revenue for the purchase of grinder pumps for an additional 176 new service connections to the collections system. This is due to service expansions greater than budgeted.

10. Health and Human Services - Brunswick Senior Resources Inc. - SFY 2019 HCCBG for Older Adults County Funding Plan

Request that the Board of Commissioners approve the 2018-2019 Home and Community Care Block Grant for Older Adults County Funding Plan.

11. Health and Human Services - Health Services - Agreement for UNCW to Develop Brunswick County Community Health Assessment (CHA)

Request that the Board of Commissioners approve the agreement with UNCW for the development of the County's 2020 Community Health Assessment (CHA).

12. Health and Human Services - Public Housing: Tenant Selection Waiver

Request that the Board of Commissioners approve a Public Housing tenant selection waiver to prioritize those displaced by Hurricane Florence.

13. Health and Human Services - WARM 2019 Urgent Repair Program Support Request

Request that the Board of Commissioners support an application and 20% funding match up to a maximum of \$20,000 for the 2019 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

14. Operation Services - Tip Fee Exemption Request

Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Generations Church.

15. Sheriff's Office - Trade-In of Vehicle and Purchase of New Vehicle

Request that Board of Commissioners approve the trade-in of the Sheriff's vehicle, in which funds to cover the difference in cost between the current and new vehicle, \$16,126, will be covered using state drug seizure funds.

16. Utilities - Resolution Adopting the Existing Water Shortage Response Plan with No Changes

Request that the Board of Commissioners approve the resolution adopting the existing Water Shortage Response Plan with no changes.

## **VI. Presentation**

1. Presentation - Resolutions of Appreciation for Partnering Organizations - Hurricane Florence (Members of the Board of Commissioners)

Request that the Board of Commissioners approve and present resolutions of appreciation to partnering organizations for their efforts before, during, and after Hurricane Florence.

2. Utilities - Northwest Water Treatment Plant Design Status Update (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners receive a status update on the Northwest Water Treatment Plant Design.

## **VII. Administrative Report**

1. Administration - Consideration of Video Recording Commissioner Meetings (Ann Hardy, County Manager)



Request that the Board of Commissioners receive information regarding a suggestion to videotape and record commissioners' meetings and provide direction to staff.

2. Emergency Services - Non-Profit Volunteer Fire Department Agreement (Malcolm Smith, Fire Administrator and Interim Director of Emergency Services)

Request that the Board of Commissioners receive information regarding an agreement with non-profit volunteer fire departments and provide direction to staff.

3. Emergency Services - FEMA Public Assistance Consultant Engagement (Malcolm Smith, Fire Administrator & Interim Emergency Services Director)

Request that the Board of Commissioners authorize staff to negotiate a scope of work and contract for services with CSRS Disaster Recovery, LLC with a not to exceed amount of \$50,000.

4. Operation Services - Debris Collection Reimbursement for Restricted Communities (Stephanie Lewis, Director of Operation Services)

Request that the Board of Commissioners receive information and select a reimbursement option for storm debris collection for gated communities.

5. Utilities - Request for Board to Receive Information Regarding State Revolving Fund Rating System for Funding the Northwest Water Treatment Plant Advanced Treatment Improvements (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners receive information regarding State Revolving Fund (SRF) rating system for funding of the Northwest Water Treatment Plant Advanced Treatment Improvements and direct staff to send the attached letter to DEQ with a copy to legislative partners.

#### **VIII. Other Business/Informal Discussion**

#### **IX. Closed Session**

1. Closed Session - Approve Closed Session Minutes and Discuss Matters Relating to the Location or Expansion of Industries or Other Businesses

Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

#### **X. Adjournment**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 1.**

**From:**  
Steve Stone, Deputy County Manager

Administration - Accept Surplus Property Offers for Upset Bid Process

**Issue/Action Requested:**

Request that the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

**Background/Purpose of Request:**

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
141HA01701	N. Falcon Ln, SE	.17 acre	\$1,000.00	2-27-1987	\$496.06	\$1,000.00
214MA122	Mallard St, SW	.20 acre	\$2,000.00	1-6-2017	\$967.44	\$1,000.00
214MA128	Hyde St., SW	.19 acre	\$2,000.00	4-24-2017	\$916.95	\$2,000.00
214MA133	Havelock Pl, SW	.20 acre	\$2,000.00	2-14-2017	\$913.20	\$1,000.00
214MA149	Hyde St., SW	.29 acre	\$2,000.00	2-14-2017	\$913.20	\$1,000.00
241NA024	Nell Ln, SW	.66 acre	\$16,000.00	8-18-1987	\$0.00	\$4,000.00
215AA025	2772 Kelsey Ln, SW	.78 acre	\$17,250.00	11-2-2018	\$2,255.10	\$2,500.00
215AA012	2757 Kelsey Ln, SW 2763 Kelsey Ln, SW	.47 acre	\$15,000.00	11-2-2018	\$2,821.54	\$2,900.00
215AA013		.43 acre	\$15,000.00			
215AA034	2763 Emily Ln, SW	.66 acre	\$17,250.00	11-2-2018	\$1,554.59	\$1,600.00

**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 accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

**ATTACHMENTS:**

Description

- ☐ Bid 141HA01701
- ☐ Bid 214MA122
- ☐ Bid 214MA128
- ☐ Bid 214MA133
- ☐ Bid 214MA149
- ☐ Bid 241NA024
- ☐ Bid 215AA025
- ☐ Bids 215AA012 & 215AA013 and 215AA034

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 141ha01701  
**Date:** Monday, December 17, 2018 1:39:57 PM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John L Kennedy  
(828) 748-8493  
sustainable.living@mail.com  
1495 us hwy 74a byp, Suite 150-162, Spindale, Nc, 28160, United States  
Parcel # 141ha01701  
Bid Amount: \$1000  
Optional Additional Comments:

Hello. I have been saving for a while now and would like to purchase my first piece of land right here in Brunswick county for Christmas. Im new to this and have never done anything like it before but i will do whatever you instruct as necessary to complete this sale. I would actually be happy with any one of the 3 wildwood properties you have listed for 1000 but listed just the one so as not to get it confused. I have obtained 2 postal money orders, one for the \$50 deposit and another for the remaining \$950 so please let me know what to do and where and when to send them. 8287488493 is a business cell phone but i can be reached there for most of the day. Hope your afternoon is going well, and thanks for your help. -John Kennedy

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 214MA122  
**Date:** Monday, December 10, 2018 8:57:39 PM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michael Scott Solari  
(910) 742-5116  
solari@ec.rr.com  
471 Hollins Rd, Wilmington, NC, 28412, United States  
Parcel # 214MA122  
Bid Amount: \$1000  
Optional Additional Comments:

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 214MA128  
**Date:** Friday, December 14, 2018 12:33:45 PM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

vance  
(910) 512-6634  
vanceola@aol.com  
1109 Ivester ct ne, Leland, NC, 28451, United States  
Parcel # 214MA128  
Bid Amount: \$2000  
Optional Additional Comments:

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 214MA133  
**Date:** Monday, December 10, 2018 8:52:50 PM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michael Scott Solari  
(910) 742-5116  
solari@ec.rr.com  
471 Hollins Rd, Wilmington, NC, 28412, United States  
Parcel # 214MA133  
Bid Amount: \$1000  
Optional Additional Comments:

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 214MA149  
**Date:** Monday, December 10, 2018 8:53:27 PM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michael Scott Solari  
(910) 742-5116  
solari@ec.rr.com  
471 Hollins Rd, Wilmington, NC, 28412, United States  
Parcel # 214MA149  
Bid Amount: \$1000  
Optional Additional Comments:

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 241NA024  
**Date:** Wednesday, December 19, 2018 12:54:27 PM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John Gehring  
(610) 613-8365  
johnagehring@gmail.com  
1760 Concord Ct, Blue Bell, PA, 19422, United States  
Parcel # 241NA024  
Bid Amount: \$4000  
Optional Additional Comments:



**From:** [Brent Hood](#)  
**To:** [Steve Stone](#)  
**Cc:** [Andrea White](#)  
**Subject:** Re: SURPLUS PROPERTY BID  
**Date:** Thursday, December 27, 2018 12:48:35 PM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Stone,

I would like to have a bid submitted at next commissioners meeting on parcels #215AA012, 215AA013, AND 215AA034. Those are lots 12, 13, and 34 respectively in Skylee Place. It appears that the county foreclosed on those three together in 18CVD635 for \$1,554.59. I would like to offer \$2,100 for the three lots together. That should re-coop the back taxes on the property and get it back in the revenue pool for the county. In another file, 18CVD504, the county foreclosed on parcel #215AA025 for \$2,255.10. That is lot #25 also in Skylee Place. I would like to submit a bid of \$2,500.00 on this parcel. Thank you for your help in getting these bids brought before the commissioners. If there is anything else I need to do before you are able to submit bids please let me know.

Thanks,  
Brent Hood  
910-876-1951

**From:** [Brent Hood](#)  
**To:** [Steve Stone](#)  
**Subject:** Re: SURPLUS PROPERTY BID  
**Date:** Friday, December 28, 2018 11:45:00 AM

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**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I see my error now. I pulled the commissioners deed. I would like to amend my offer on parcels 215AA012 and 215AA013 to \$2,900.00 and \$1600.00 for parcel 215AA034. Thank you.

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**From:** "hoodbc" <hoodbc@intrstar.net>  
**To:** "steve stone" <steve.stone@brunswickcountync.gov>  
**Sent:** Friday, December 28, 2018 11:36:50 AM  
**Subject:** Re: SURPLUS PROPERTY BID

Thank you for the response. I wanted to bid \$2,100 for parcels 215AA012, 215AA013, and 215AA034 that does exceed the \$1,554.59. Correct?

---

**From:** "steve stone" <steve.stone@brunswickcountync.gov>  
**To:** "hoodbc" <hoodbc@intrstar.net>  
**Cc:** "Andrea White" <andrea.white@brunswickcountync.gov>  
**Sent:** Friday, December 28, 2018 10:43:29 AM  
**Subject:** RE: SURPLUS PROPERTY BID

Mr. Hood,

The County acquired parcels 215AA012 and 215AA013 for \$2,821.54 and parcel 215AA034 for \$1,554.59 on November 2, 2018. Therefore, your bid for the three parcels combined does not meet the minimum bid as stated in the attached Board policy. However, your bid of \$2,500 for parcel 215AA025 does meet the minimum bid, and I will forward the bid to the Board for consideration for advertising for upset bid. Please let me know if I can assist further. Thank you.

Best regards,

*Steve*

Steven T. Stone  
Deputy County Manager  
County of Brunswick

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**From:** Brent Hood <hoodbc@intrstar.net>  
**Sent:** Thursday, December 27, 2018 12:48 PM

**To:** Steve Stone <steve.stone@brunswickcountync.gov>  
**Cc:** Andrea White <andrea.white@brunswickcountync.gov>  
**Subject:** Re: SURPLUS PROPERTY BID

**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Stone,

I would like to have a bid submitted at next commissioners meeting on parcels #215AA012, 215AA013, AND 215AA034. Those are lots 12, 13, and 34 respectively in Skylee Place. It appears that the county foreclosed on those three together in 18CVD635 for \$1,554.59. I would like to offer \$2,100 for the three lots together. That should re-coop the back taxes on the property and get it back in the revenue pool for the county. In another file, 18CVD504, the county foreclosed on parcel #215AA025 for \$2,255.10. That is lot #25 also in Skylee Place. I would like to submit a bid of \$2,500.00 on this parcel. Thank you for your help in getting these bids brought before the commissioners. If there is anything else I need to do before you are able to submit bids please let me know.

Thanks,  
Brent Hood  
910-876-1951

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**From:** "steve stone" <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**To:** "hoodbc" <[hoodbc@intrstar.net](mailto:hoodbc@intrstar.net)>  
**Cc:** "Andrea White" <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>  
**Sent:** Tuesday, October 17, 2017 2:36:56 PM  
**Subject:** FW: SURPLUS PROPERTY BID

Mr. Hood,

I am sorry, but I put an incorrect date for the anticipated start of the upset bid period in the last message that I sent to you today. If you submit the deposit tomorrow, we would expect the upset bid period to begin on 10/27, not 10/20. Thanks.

Best regards,  
*Steve*

Steven T. Stone  
Deputy County Manager  
County of Brunswick

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**From:** Steve Stone

**Sent:** Tuesday, October 17, 2017 12:39 PM  
**To:** 'Brent Hood' <[hoodbc@intrstar.net](mailto:hoodbc@intrstar.net)>  
**Cc:** Andrea White <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>  
**Subject:** RE: SURPLUS PROPERTY BID

Mr. Hood,

I am going to be away from the office for most of tomorrow, but you can bring the deposit to Andrea White in the County Manager's office here on the third floor of the Sandifer Building. We will not be able to place an ad this week as the deadline has already passed, so the ten day period is likely to begin on 10/20. Thanks.

Best regards,  
*Steve*

Steven T. Stone  
Deputy County Manager  
County of Brunswick

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**From:** Brent Hood [<mailto:hoodbc@intrstar.net>]  
**Sent:** Tuesday, October 17, 2017 12:33 PM  
**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**Subject:** Re: SURPLUS PROPERTY BID

Will do. I will bring it to your office tomorrow.

Thanks,  
Brent Hood

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**From:** "steve stone" <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**To:** "hoodbc" <[hoodbc@intrstar.net](mailto:hoodbc@intrstar.net)>  
**Cc:** "Andrea White" <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>  
**Sent:** Tuesday, October 17, 2017 11:44:30 AM  
**Subject:** RE: SURPLUS PROPERTY BID

Mr. Hood,

Your offer of \$5,000.00 for parcel 00500017 was tentatively accepted by the Board of Commissioners. Please submit a 5% deposit in the amount of \$250.00 to us, preferably by cash, certified check or money order to expedite the process. (We can accept a personal check, but could not begin the upset bid process until your check clears the bank.) Once we have confirmed the payment, we will advertise the proposed sale in the local papers. If no one upsets your bid within 10 days of the publication of the proposed sale, we will notify you and you can submit the balance of

\$4,750.00 to us and we will transfer the property to you. (The deposit would be returned to you if the bid was successfully upset by another buyer.)

You can deliver your deposit in person to us on the third floor of the Sandifer Administration Building, or you can mail it to me at the PO Box below. Please do not mail cash. Thanks, and please let me know if I can further assist you.

Best regards,

*Steve*

Steven T. Stone  
Deputy County Manager  
County of Brunswick  
30 Government Center Drive  
PO Box 249  
Bolivia, North Carolina 28422  
910-253-2015

[www.brunswickcountync.gov](http://www.brunswickcountync.gov)

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**From:** Brent Hood [<mailto:hoodbc@intrstar.net>]  
**Sent:** Wednesday, September 20, 2017 9:43 AM  
**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**Subject:** SURPLUS PROPERTY BID

Mr. Stone,

I would like to have a bid submitted at next commissioners meeting on parcel #500017. Its a 12.78 acre tract in Leland. It appears that the county foreclosed in 13CVD1906 for \$3,759.77. I would like to offer \$5,000 for the tract. That should re-coop the back taxes on the property and get it back in the revenue pool for the county.

Thanks,  
Brent Hood  
910-876-1951



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**  
Ann Hardy, County Manager

**Action Item # V. - 2.**

Administration - Award Contract for 2018 School Bond Project -  
South Brunswick High School Tennis Courts

**Issue/Action Requested:**

Request that the Brunswick County Commissioners approve the contract with Carolina Courtworks, Inc. in the amount of \$328,288 for 2018 School Bond Project - tennis courts at South Brunswick High School.

**Background/Purpose of Request:**

The SBHS tennis court project was put out for bid on November 5, 2018 with a bid due date of November 13th with no bids being received. The project was rebid and on November 29, 2018 two bids were received and opened. The lowest responsive bidder was Carolina Courtworks, Inc. with a base bid of \$320,989 and accepted alternates totaling \$7,299 for a total of \$328,288. Selection of alternates did not change the relative order of the bidders. Approval of the contract will allow the South Brunswick Tennis courts to be completed by April, 2019.

Brunswick County Board of Education approved this contract on 11/30/2018 and staff recommends that the contract with Carolina Courtworks Inc. in the amount of \$328,288 be executed by the Board of Commissioners. The contract falls within the previously approved fund allocation for the bond project.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Brunswick County Commissioners approve the contract with Carolina Courtworks, Inc. in the amount of \$328,288 for 2018 School Bond Project - tennis courts at South Brunswick High School.

**ATTACHMENTS:**

Description

- 20190107 Attach BCS SBHS Tennis Courts Action Agenda Item
- 20190107 Attach BCS SBHS Tennis Courts Contract



# BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-253-2900 Fax: 910-253-2983

<input type="checkbox"/>	Consent Agenda
<input checked="" type="checkbox"/>	Action Agenda
<input type="checkbox"/>	Discussion Agenda

**Date:** November 30, 2018

**To:** Ms. Sue Rutledge, Executive Director of Operations

**From:** Craig C. Eckert, Director of Capital Projects and Planning

**Subject:** Carolina Courtworks contract for South Brunswick High School  
Tennis Courts - \$328,288.00

## BACKGROUND

Tennis courts at South Brunswick High School were included in the Bond Referendum approved by voters in November 2016. The tennis courts need to be demolished and rebuilt.

## CURRENT STATUS

The SBHS tennis court project was put out for bid on November 5<sup>th</sup> with a bid due date of November 13<sup>th</sup>. There were no bids received for this project. The project was rebid and on November 29<sup>th</sup> two bids were received and opened. Base bids were \$320,989.00 and \$437,528.00. The low responsive bidder was Carolina Courtworks, Inc., with the base bid of \$320,989.00. Accepted alternates totaled \$7,299.00 (bid tab with alternate detail attached). The base bid and alternates totals \$328,288.00. Selection of any or all of the alternates did not change the relative order of the bidders.

## RECOMMENDATION

Staff recommends that the contract with Carolina Courtworks, Inc. in the amount of \$328,288.00 be approved for forwarding to the County Board of Commissioners for execution.

The contract amount falls within the Bond fund allocation for the project. Approval of the contract will allow the South Brunswick Tennis courts to be completed by April, 2019.

A Community of Learners



Code 4.9038.695.529.334.566.00



Freyja Cahill, Chief Finance Officer, Brunswick County Schools

Action of the Board of Education

Approved:



Consent Agenda:



Denied:



Deferred:



Until: \_\_\_\_\_

Attest: Clerk to the Board



Signature



## **OWNER-CONTRACTOR AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of December, 2018 by and between the County of Brunswick, North Carolina (herein referred to as the "Owner"), whose mailing address is P.O. Box 249, Bolivia, NC 28422 and Carolina Courtworks Inc. (herein referred to as the "Contractor"), whose mailing address is 8715 Sidney Circle #600, Charlotte, North Carolina 28269. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

### **WITNESSETH:**

WHEREAS, it is the intent of the Owner, through its agent, Brunswick County Board of Education, to obtain the services of the Contractor in connection with South Brunswick High School ("SBHS") Tennis Court Demolition & Reconstruction, RFP 153.334.19.BOND.70: and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

1. Scope of Services. The Contractor shall perform the work in accordance with the terms of this Agreement and any plans and specifications prepared in connection therewith (hereinafter collectively referred to as the "Project") pursuant to the Scope of Work attached to this Agreement as Exhibit A, all of which are incorporated into and made a part of this Agreement.
  - a. The Contractor shall provide and pay for all materials, tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to fully and properly perform and complete the Project as required by this Agreement.
  - b. The Contractor shall perform the work in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.

- c. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Agreement documents.
- d. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- e. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.
- f. The Contractor shall designate a foreman/superintendent who shall direct the work.
- g. If at any time during the construction and completion of the work covered by this Agreement, the conduct of any workman be adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such parties removed immediately from the Owner's property.



- h. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner.
  - i. Temporary electricity and water shall be arranged by the Contractor at the Contractor's expense.
- 2. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor the amount of three hundred twenty-eight thousand, two hundred eighty-eight dollars (\$328,288.00) (herein referred to as the "Contract Sum"). This amount includes the based bid and alternates 1, 2 and 3. No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment, if any, may be made by the Owner to the Contractor only after certification that the work is complete and will be based upon the completion of the identified interim work agreed to by the Owner. Under no circumstances will the Owner make more than one interim payment. The Owner will retain five percent (5%) of the amount of any progress payment and/or the Contract Sum until all of the work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. Final payment will be withheld until the Contractor's North Carolina sales and use tax report is received. The report shall accurately list any and all sales and use tax paid on materials for the entire Project.
- 3. Non-appropriation. If the Board of County Commissioners does not appropriate the funding needed by the Owner to make payments under this Agreement for a given fiscal year, the Owner will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Owner will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Owner which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
- 4. Independent Contractor. Both Owner and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the Owner for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and

state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by the Owner pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Owner's employees.

5. Contractor Representations.

- a. Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- d. Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- e. Contractor shall ensure that whenever its employees or agents are on Owner's property, they will strictly abide by all instructions and directions issued by the Owner with respect to rules, regulations, policies and security procedures applicable to work on the Owner's premises.

6. Time. The Contractor shall commence the work promptly upon the date established in the Notice to Proceed from the initial bid packet, the date of this Agreement, or such other date as may be established by the Owner. Time is of the essence. The Contractor shall perform work in a timely manner.

7. Codes, Permits and Inspections.

- a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner and architect or engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.



- b. All work under this Agreement shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.

8. Safety Requirements.

- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner, architect or engineer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 Construction and Part 1910 General Industry).
- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

9. Warranties. The Contractor guarantees and warrants to the Owner as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all work will be of good quality in accordance with the industry standards for reputable contractors; that the work will be free of omissions and faulty, poor quality, imperfect and defective material or workmanship; that the work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the work will not contain asbestos or other hazardous substances; and that all agents or employees of Contractor who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided; and that the person(s) executing this Agreement on behalf of Contractor have authority to do so as an official, binding act of Contractor.

If, within one year after the date of substantial completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of substantial completion, the one year warranty shall begin on the date of final completion of the work.

10. Contractor-Subcontractor Relationships. The Contractor agrees that the terms of these Agreement documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an agent of the Contractor.
11. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors, or caused solely by the maintenance, presence, use, location or removal of any equipment or other property owned or operated by the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. The Owner shall not be responsible for any damage to the Contractor's property, business, agents or employees, unless said damage is due solely to the negligence of Owner.
12. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, commercial general liability, commercial automobile liability, professional liability and any additional insurance as may be required by Owner, in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers compensation liability insurance in which the policy shall protect



the Owner and the Contractor from claims in an amount not less than the statutory amount. The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. The certificates will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Contractor shall have no right of recovery or subrogation against Owner (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 aforementioned insurance. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated A or better by Best Insurance Guide.

13. Termination for Convenience. The Owner may terminate this Agreement at any time in its complete discretion upon twenty (20) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Owner and become its property. If the Agreement is terminated by the Owner in accordance with this section, the Owner shall only be responsible for paying Contractor for all work performed and accepted and all materials delivered to the site as of the date of termination.
14. Termination by the Owner for Cause. The Owner may terminate the Agreement upon five (5) days' written notice if it is dissatisfied with the quality or timeliness of the work performed. If the Owner becomes dissatisfied with the work, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor five (5) days' written notice, terminate employment of the Contractor and may:
  1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  2. Accept assignment of any subcontracts; and
  3. Finish the work by whatever reasonable method the Owner may deem expedient.

If the Owner terminates the whole or any part of the work, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The Contractor shall continue the performance of the Agreement to the extent not terminated hereunder.

When the Owner terminates the Agreement, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the work, including compensation for the architect's or other professional or legal services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by an architect and this obligation for payment shall survive this Agreement.

15. Lunsford Act/Criminal Background Checks. The Contractor shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its owners, employees, agents, or subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [http:// www. nsopw.gov/](http://www.nsopw.gov/). The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further



agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the Owner or its agent exercises this right to conduct additional criminal records checks, Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner or its agent for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

16. Governing Law and Venue. This Agreement and the relationship of the parties shall be governed by the laws of the state of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
17. Dispute Resolution. Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
18. Governmental Immunity. Owner, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

19. Entire Agreement. All of the representations and obligations of the parties are contained herein or in the initial bid packet submitted by Contractor, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. All documents included in the initial bid packet submitted by Contractor are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
20. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
21. No Assignment Without Consent. Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and Owner shall not recognize any assignment in violation of this provision.
22. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the Owner. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.



23. Divestment from Companies that Boycott Israel. Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.
24. Debarment. Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify Owner within thirty (30) days if debarred by any governmental entity during this Agreement.
25. Compliance with Iran Divestment Act of 2015. Contractor represents that as of the date of this Agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by North Carolina State Treasurer pursuant to N.C. Gen Stat. 147-86.81.
26. Non-Discrimination in Employment. Contractor shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Contractor is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Owner, and Contractor may be declared ineligible for further agreements with Owner.
27. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of

this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.

28. Applicable School Board of Education Policies. Contractor acknowledges that the Brunswick County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Contractor acknowledges that Board's policies are available on the School System's website.
29. Signatures. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the County of Brunswick, North Carolina (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Carolina Courtworks, Inc., (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**By:** \_\_\_\_\_ (Seal)  
County Manager

**Attest:** \_\_\_\_\_ (Seal)  
Clerk to the Board of Commissioners

APPROVED AS TO FORM

\_\_\_\_\_  
Brunswick County Attorney/Asst Attorney

This Agreement was approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.  
Small Project Construction Contract Form v.2

CAROLINA COURTWORKS, INC

By: Ben Powell (Seal)  
Ben Powell, President

Attest: Shirley Armstrong (Seal)

This Instrument Has Been Preaudited In The  
Manner Required By The School Budget And  
Fiscal Control Act

This Instrument Has Been Preaudited In The  
Manner Required By The Local Government  
Budget And Fiscal Control Act

Freyja Cahill

Freyja Cahill, Finance Officer  
Brunswick County Schools

Julie A. Miller, Director Of Fiscal Operations,  
Brunswick County, North Carolina

4.9038.695.529.334.566.00 - \$328,288.00



## EXHIBIT A – SCOPE OF WORK

### **PRE-BID MEETING: THERE IS NO PRE BID MEETING SCHEDULED FOR THIS BID.** Bidding

Contractors can visit site upon contacting Capital Projects and Planning to receive a **Site Visit Authorization Form**. Please confirm by e-mailing David Barbour at [dbarbour@bcswan.net](mailto:dbarbour@bcswan.net). .

### **SCOPE OF WORK & SCHEDULE**

The Contractor is responsible for all items required to complete the scope of services, those items being included in the scope of services even if not listed below. The subcontractor's workmanship shall be equal to or exceed the workmanship of reputable contractors performing similar work in the Wilmington Metropolitan Service Area. **Contractor shall perform the following scope of work in compliance with all federal, state, and local codes and in accordance with any plans, specifications and engineered drawings, design or criteria. Contractor shall follow the construction guidelines issued by the American Sports Builders Association and USTA in the performance of all work under this Agreement along with all North Carolina High School Athletic Association field and court governing rules and requirements. Contractor must have a Certified Tennis Court Builder on staff.**

- The general scope involves demolition and reconstruction of (6) tennis courts approximately 36,000 square feet, permitting, grading, rebuild/refurbish stone base to meet industry standards along with any engineering criteria, mill existing surface to reuse to build up base if existing material can be used, asphalt paving, acrylic surfacing system for playing surfaces, fencing, gates, net poles, nets, wind screens, backboard, sidewalk, concrete pad and bleachers, water fountain and all incidental work relating to project in order to provide a complete and fully functional operating system. Contractor is responsible for scope and to verify all dimensions and sizes on site.
- Existing light poles and lights are to remain.

### **GENERAL**

- Brunswick County Schools has a policy of No Contact, Socialization, Or Fraternization between Contractor personnel and students or school staff. All Brunswick County Board of Education property is designated as non-smoking non-tobacco use areas. All employees must sign a Policy Compliance Form prior to mobilization to the site.
- Lump Sum Bid to include all applicable taxes, shipping costs, and delivery lead time once selections made.

- The Contractor shall provide Brunswick County Schools with a list of subcontractors along with subcontractor's contact information that will be performing work for the contractor.
  - The Contractor shall supply submittals, shop drawings, color selections samples, schedule of construction, and a schedule of values prior to commencement of the work.
  - The Contractor shall schedule and perform the work without impeding or interfering with day to day school activities, functions, classes, etc... This may include installing temporary routes, barricades, etc... for the protection of the public where the work is to be performed.
  - Contractor shall obtain all required permits and pay all fees associated with this work.
  - Contractor will be responsible for having all utilities, power lines, water lines, sewer lines, gas lines, telephone lines, data lines, communication lines, etc... located by locating service.
  - Contractor will be responsible for any testing services needed for compaction test, proof rolls, etc..., to assure base is compliant with industry standards and meets any engineering design criteria.
  - Contractor shall maintain a safe and clean work environment. Contractor shall maintain a dumpster on site for duration of the Project with periodic hauling off of trash and construction debris. Contractor is responsible for daily cleanup of any trash and construction debris to maintain a safe and clean job site.
  - Contractor shall provide its employees and subcontractors with a portable restroom facility to be maintained, cleaned and emptied weekly.
  - Work area is to be left safe at the close of each workday. Leave no unfilled/protected holes. Remove all aluminum cuttings/waste immediately. Do not interrupt power, telephone or communication systems. Coordinate work with Capital Projects Office.
  - Safety: Contractor shall erect barriers as needed, to prevent pedestrians and vehicles from entering the work area. Contractor to provide and use any and all equipment needed to complete the work following all OSHA guidelines and requirements.
  - Contractor shall complete Architect's, Engineer's, or Owner's punch list before final payments and release of retainage will be issued.
  - Upon completion of the work the Contractor is to perform a final construction cleaning of all surfaces and areas associated with this project.
-



## **Demolition and Reconstruction of Tennis Courts:**

### **Scope:**

The Scope of Work includes but is not limited to the following items:

### **Demolition:**

- Remove and dispose of existing fencing wire mesh, rails, terminal post, line post, and gates.
- Remove and dispose of existing backboard.
- Remove and dispose of existing net post.
- Remove existing asphalt surface. Surface may be milled and reused for stone base build if allowed in Engineers design criteria.
- Remove existing water fountain.
- Remove and dispose of existing concrete at existing water fountain.

### **Reconstruction:**

- Site work to include and adhere to all grading and erosion control measures per the engineers attached drawings, specifications, Geotech report along with items of bid scope listed with in.
- Base shall be graded compacted and then fine graded to establish planarity and minimum tolerances.
- Grade to have a slope between 0.83% (1:120) and 1.0% (1:100) constructed in one continuous plane.
- Stone base should be a 4" minimum and to industry standards as well as any engineering design criteria to meet a 95% of standard proctor test results. Contractor shall have option to mill and reuse existing asphalt (RAP) or install all new stone base.
- If Contractor chooses to mill and reuse asphalt (RAP) for base Contractor should assume that RAP will not make up 4" base and will make up the difference with ABC.
- Base shall be proof rolled. The Contractor is responsible for contracting with a 3<sup>rd</sup> party Professional Engineer for site testing. The Contractor, PE, and Owner shall be present for all proof rolls. Areas not meeting compaction minimums will be marked and remediated as necessary to achieve minimum tolerances. Contractor shall provide a statement sealed by a Professional Engineer confirming that all work complies with compaction requirements.



### **Hard Surface:**

- After base course meets compaction requirements, new asphalt shall be applied in two 1 ½" lift increments for a total asphalt overlay of 3" thickness. Base course to be 1 ½" spread and compacted. Surface course shall be 1 ½" spread and compacted to a uniform density and thickness.
- Asphalt mix design shall be S9.5B
- Asphalt shall be allowed to cure thoroughly before any color coatings are applied.
- Flood surface with water and patch depressions/birdbaths holding more than 1/16" water with acrylic patching material per manufacturer's requirements. High areas should be leveled by scraping or grinding. All areas must cure per requirements and area must be dry before proceeding.

### **Surfacing System:**

- Apply one (1) coat of acrylic resurfacer (Laykold, Novasurface, or equal) according to manufacturer's directions. Apply three (3) acrylic finish coats (Laykold Colorcoat, Novacrylic, or equal) textured surfaces according to manufacturer's directions and accreditation organizations. Two (2) colors to be selected by owner and used for playing courts and out-of-bounds area differentiation.
- Color separation between court and out of bound areas to be masked per manufacturer's recommendations.
- Lay-out, mask and hand paint playing lines using (Laykold, Novatex, or equal) textured white acrylic line paint. Lines shall be accurately located and marked in accordance with the rules of governing accreditation organization for North Carolina High Schools. Playing lines shall be taped, and the tape sealed and then painted to provide straight lines with sharp edges.

### **Fencing:**

- Base bid should include 10' vinyl coated fencing, color selected by Owner, to encompass 6 court playing area. All fencing shall be 9 gauge core with schedule 40 frame work. Terminal post shall be 3" OD. Line post shall be 2 ½" OD. Pipe rails and braces shall be 1 5/8" OD. Fence shall have top, mid, and bottom rails. Fence wire mesh shall be 9 gauge minimum with 1 3/4" openings in mesh.
- Fence post shall be set at not more than 10' apart.
- Fencing shall include (3) gate openings. Gates to be 1 5/8" OD frame. Gate opening to be 4' x 7'. Gate shall swing away from playing surface. Gates shall have a latching system that can be locked. Latch should also help prevent gate from opening in wrong direction.

- Gates shall be centered between courts 1 & 2, 3 & 4, 5 & 6.
- Base bid should include fencing and gate to encompass existing utilities panels and boxes. Area should be 10' x 10'.
- Fencing shall be installed to meet or exceed local wind load codes.

#### **Net Posts and Nets:**

- Net posts shall be sleeved in a concrete footing. Footing shall be a minimum of 24" in diameter and a minimum of 36" in depth.
- Net posts shall be 3" OD coated steel with a ratchet type external winding mechanism and removable handle.
- Net post shall be installed 2 degrees from center to avoid flexing when cable is tightened.
- Nets to be polyethylene with 1 3/4" mesh, and a minimum tensile strength of 275 lbs.
- Nets to have center strap and anchor set in concrete footing. Anchor footing to be a minimum of 12" in diameter and 12" in depth.

#### **Accessories and Amenities:**

- Windscreens shall be provided and installed on the courts' perimeter fencing. Windscreens shall be 6' vinyl coated with permanent window vents, 10 ounce per square yard weight and grommets at 12" on center. Color selected by Owner.
- (2) 72" portable vinyl coated metal benches shall be provided at each court. Benches shall be resistant to weather and ultraviolet degradation. Color selected by Owner. See bench detail included in bid package.
- Bid shall include individual court score-keepers for each court. Score-keepers shall be attached to net post and be removable. Score-keepers shall show the Set and the Score and be two sided.
- Court Numbers shall be provided at each court. Court numbers shall be an 8" x 10" aluminum plaque with white vinyl background and vinyl court number (Color selected by Owner).
- Base bid should include a 5' x 5' x 4" concrete apron at the entrance at each gate.
- Base bid shall include installing a new outdoor water fountain and hose bib on a 5' x 5' x 4" concrete pad.
- Bid shall include installing a new 16' x 10' wood back board attached to fence. Back board should be constructed of treated lumber and painted per Owner's color selection. Backboard to be attached to fence on court side.

### **Fine Grade and Seeding:**

- Contractor shall fine grade, seed and straw all areas disturbed by the demolition and reconstruction of tennis courts adjacent to and up to the tennis courts, sidewalks, pads, parking areas, etc... for established lawn.

### **ALLOWANCES:**

1. Each Contractor shall include an allowance of \$ 15,000 for a general owner's allowance in their Base Bid amount. Allowances will be used for Owner requested and authorized, out-of-scope work. The Contractor will invoice allowance amounts as a separate line item. This allowance does not include allowance dollars for Unsuitable Soils (following item).
2. Unsuitable Sub-surface
  - Contractor to provide a unit price and include in his bid funds to:
  - Excavate, stockpile, and then reuse (to reach organics if present) 250 cy x \$ \_\_\_\_\_ cy = \$ \_\_\_\_\_
  - Excavate, remove, and replace (unsuitable soil/organic layer) 300 cy x \$ \_\_\_\_\_ cy = \$ \_\_\_\_\_

Unsuitable Soil Total= \$ \_\_\_\_\_

### **Alternates:**

#### **# 01 Electrical**

- Add (3) 120 volt duplex outlets in weather proof enclosure shall be provided. One outlet shall be between court 1 & 2, one outlet shall be between court 3 & 4, one outlet shall be between court 5 & 6. Wiring for outlets shall be in conduit underground and then out of ground and attach to fence with outlet on court side of fence.

#### **# 02 Spectator Seating Concrete Pads**

- Add (3) 7' x 12' x 4" concrete pads for future spectator seating.

#### **# 03 Spectator Seating**

Small Project Construction Contract Form v.2



- Add (3) low rise aluminum bleachers 3 row, 12' long, single foot plank not to exceed 30" in height, secured and anchored to meet or exceed local wind load codes.

#### **# 04 Concrete Hard Surface**

- Use Air Entrained 4000 psi 4" Concrete in lieu of Asphalt Hard Surface

**Warranty:** Provide Mfg Standard Warranty on all Materials; Provide Standard Industry Warranty on Installation.

#### **SCHEDULE:**

- Anticipated Project Start Date: December 5, 2018
- Project completion date March 22, 2019
- Submittals to be provided upon receipt of PO to assure materials available at project start date
- Contractor to provide Schedule to CPP including permitting, submittals, construction start, delivery dates, timeline for major construction activities, final clean-up, and punch list
- If work involves weekends or holidays Contractor to have schedule approved in advance by Capital Projects & Planning. Access into the schools' facilities will have to be coordinated three days in advance.

## Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- ☒ Initial  
☐ Supplemental  
☐ Annual

I, Ben Powell (insert name), President (insert title) of Carolina Combustion (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

### Contractual Personnel Names

1. Seperate page attached
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(attach additional page(s) if needed)

### Job Title

_____
_____
_____
_____

I attest that the forgoing information is true and accurate to the best of my knowledge.

Ben Powell (print name)  
President (title)

Ben Powell (signature)  
President (date) 11/30/18



Navigate Project Create Logs Calendar Files Correspondence Contacts Reports

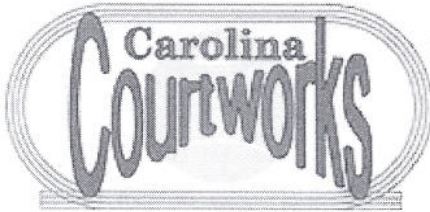
Graphs

Kianna Brim



You have 2 Unresolved Emails

X



1924 — South Brunswick High School

Cp Tm Pr

## Pr Employee Log

[« Back to Configure Project](#)

Company Setup

Add Division

Add Market  
Area

Add Project

Add System

Add Phase

Add User

User Log

Users Logged  
On

Add Employee

Employee Log

### Employee Log

SEARCH FOR...

Employee Status: Active

Employee Name:

Filter results for "Active"

ACTION	Employee No --	Employee Name	Labor Class	Status
	CD011	Hines, Mossitt	Crew	<a href="#">Active</a>
	CD023	Digsby, Devon	Crew	<a href="#">Active</a>
	CW001	Gonzalez, Alvaro	VP of Operations	<a href="#">Active</a>
	CW004	Francis, Bill	Project Coordinator	<a href="#">Active</a>
	CW005	Ramirez Ruiz, Wilfredo	Crew	<a href="#">Active</a>
	CW012	Arizmendi, Joel R	Crew	<a href="#">Active</a>
	CW013	Brimacomb, Zachery	Crew	<a href="#">Active</a>
	CW015	Leavitt, Scott M	Crew	<a href="#">Active</a>
	CW033	DiFranks, Tony	Crew	<a href="#">Active</a>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Noble Insurance Advisors, LLC 2101 Rexford Rd., Ste 131-E Charlotte NC 28211		<b>CONTACT NAME:</b> Stacie Brown <b>PHONE (A/C, No, Ext):</b> 704-550-4964 <b>E-MAIL ADDRESS:</b> brown@nobleia.com <b>FAX (A/C, No):</b> 704-817-4772	
<b>INSURED</b> Subsurface Irrigation, Inc. dba Carolina Courtworks 8715 Sidney Circle, STE 600 Charlotte NC 28269		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Ins Co of America <b>INSURER B:</b> Selective Ins Co. of the SE <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
CAROCOU-03		<b>NAIC #</b> 12572 39926	

**COVERAGES****CERTIFICATE NUMBER:** 32954897**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S223694000	10/29/2018	10/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S223694000	10/29/2018	10/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S223694000	10/29/2018	10/29/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			WC9030795	10/29/2018	10/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Brunswick County Board of Education and County of Brunswick, North Carolina are included as additional insureds with respect to general liability if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Brunswick County Board of Education and County of Brunswick North Carolina  
Building K, 35 Referendum Dr NE  
Bolivia NC 28422

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Brunswick County Schools

## Bid Tabulation Form

BID NAME SBHS Tennis Court demo and reconstruction rebid

BID OPENING TIME & DATE 11/29/18 3:00PM

Bid Number 153.334.19.BOND.70

Location of Bid Opening: Capital Projects & Planning

Vendor	Project Scope	Addendum 1	Addendum 2	Addendum 3	Owner Allowance	Excavate, Stockpile, Reuse Unit Price	Unsuitable Allowance \$250.00/cuyd	Excavate, Remove, Replace Unit Price	Unsuitable Allowance \$300.00/cy	Sales Tax	Total Project Cost	Alt. 1 Electrical Outlets	Alt. 2 Conc. Pads Spec. Seating	Alt. 3 Spectator Seating	Alt. 4 Concrete Hard Surface
Carolina Courtworks, Inc.	279,589.00	N/A	N/A	N/A	15,000.00	\$30.00/cuyd	7,500.00	\$63.00/cuyd	18,900.00	N/A	320,989.00	1,305.00	1,386.00	4,608.00	160,980.00
Court One	377,208.00	N/A	N/A	N/A	15,000.00	\$27.80/cuyd	6,950.00	\$127.90/cuyd	38,370.00	N/A	437,528.00	3,889.00	5,784.00	6,989.00	Not Quoted

BIDS OPENED BY:  DATE 11/29/18

OPENING WITNESSED BY:  DATE 11/29/18



# Brunswick County Schools

## Bid Tabulation Form

BID NAME SBHS Tennis Court demo and reconstruction

BID OPENING TIME & DATE 11/13/18 4:00PM

Bid Number 153.334.19.BOND.70

Location of Bid Opening: Capital Projects & Planning

Vendor	Project Scope	Addendum 1	Addendum 2	Addendum 3	Owner Allowance	Excavate, Stockpile, Reuse Unit Price	Unsuitable Allowance \$250.00/cuyd	Excavate, Remove, Replace Unit Price	Unsuitable Allowance \$300.00/cy	Sales Tax	Total Project Cost	Alt. 1 Electrical Outlets	Alt. 2 Conc. Pads Spec. Seating	Alt. 3 Spectator Seating	Alt. 4 Concrete Hard Surface
No bids															

BIDS OPENED BY: \_\_\_\_\_ DATE \_\_\_\_\_

OPENING WITNESSED BY: \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT 3 - BID FORM - INFORMAL BID REQUEST NO.: 153.334.19.BOND.70**

**PROJECT DESCRIPTION: SBHS Tennis Court Demolition & Reconstruction**

Company Name/License #: Carolina Courtworks, Inc. LC #62609

Street Address: 8715 Sidney Circle #600

City, State, Zip Code: Charlotte, NC, 28269

Contact Person: Ben Powell

Contact Information: 704-392-6556 (office) 704-607-9776 (cell) ben@carolinacourtworks.com

- ☒ It has been determined that the above specified project is a Capital Improvement as defined in E505 (09-17). Brunswick County Board of Education will issue a E589-CI, Affidavit of Capital Improvement, upon award of the bid.

It has been determined that the above specified project is:

- ☐ Subject to NC Sales & Use Tax  
☒ Not Subject to NC Sales & Use Tax

Carolina Courtworks proposes to do the above specified project for:  
Company Name

**Bid Project Scope** \$ 279,589

**Owner Allowance** \$ 15,000

**Unsuitable Allowance**

- Excavate, stockpile, and then reuse (to reach organics if present)  
250 cy x \$ 30 cy = \$7,500
- Excavate, remove, and replace (unsuitable soil/organic layer)  
300 cy x \$ 63 cy = \$ 18,900

**Sales Tax (If Applicable)** \$ N/A

**Total Project Cost** \$ 320,989 ✓

**\*See Next Page of Bid Form for Alternates**

**EXHIBIT 3 - BID FORM - INFORMAL BID REQUEST NO.: 153.334.19.BOND.70**

**PROJECT DESCRIPTION:** SBHS Tennis Court Demolition & Reconstruction

Company Name/License #: Recreational Ventures, Inc. dba Court One / NC 31762

Street Address: 59 Craftsman Dr.

City, State, Zip Code: Youngsville, NC 27596

Contact Person: Jon Wright

Contact Information: 919.570.9255 / jwright@courtone.net

- ☐ It has been determined that the above specified project is a Capital Improvement as defined in E505 (09-17). Brunswick County Board of Education will issue a E589-CI, Affidavit of Capital Improvement, upon award of the bid.

It has been determined that the above specified project is:

- ☐ Subject to NC Sales & Use Tax
- ☒ Not Subject to NC Sales & Use Tax

Recreational Ventures, Inc.  
dba Court One \_\_\_\_\_ proposes to do the above specified project for:  
Company Name

**Bid Project Scope** \$ 377,208.00

**Owner Allowance** \$ 15,000.00

**Unsuitable Allowance**

- Excavate, stockpile, and then reuse (to reach organics if present)  
250 cy x \$ 27.80 cy = \$ 6,950.00
- Excavate, remove, and replace (unsuitable soil/organic layer)  
300 cy x \$ 127.90\*cy = \$ 38,370.00

**\*Unit cost is based on Sand Stone fill material - Savings could be achieved if alternate suitable fill material is available.**

Sales Tax (If Applicable) \$ N/A

**Total Project Cost** \$ 437,528.00

*The above bid costing includes a 4" base (combination of reclaimed asphalt and new ABC stone) as outlined in this bid request. Please note that a 6" base is recommended by the ASBA and USTA in their tennis court construction and maintenance manual.*

**\*See Next Page of Bid Form for Alternates**

*We have concern regarding the project schedule provided as part of this bid request due to seasonal weather conditions. As outlined in the Geotechnical Engineers Report, drying and compaction of wet soils is difficult during the cold winter months and should be performed during warmer, drier times of year (5.2.2 Compaction). We also do not pave tennis courts in temperatures lower than 60 degrees as the asphalt cools too rapidly, preventing adequate rolling and compaction of the paving joints. These weakened joints tend to open up within a few seasons, requiring additional maintenance/remediation and shorter overall service life of the courts. Additionally, the acrylic coatings manufacturer requires temperatures of 50 degrees and rising within a 24 hour period of application to ensure proper drying/curing of the surface. If awarded, we would look to coordinate the schedule and project start date in order to minimize the downtime of the courts and overall construction duration.*







# BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive • Bolivia, North Carolina 28422 • Phone: 910-253-2900 • Fax: 866-291-7891

**Date:** November 16, 2018

**Bid Request No:** 153.334.19.BOND.70

**Bids Due By:** November 29 at 3:00 PM

**Project Name and Location:** Tennis Court Demolition and Reconstruction  
South Brunswick High School  
280 Cougar Dr. BSL  
Southport, NC 28461

Brunswick County Schools is informally requesting bids for the performance of the following work or services. Bids shall be binding for 30 days. Information regarding this Informal Bid Request may be obtained from David Barbour at (910) 274-1076 or [dbarbour@bcswan.net](mailto:dbarbour@bcswan.net). Bids are to be emailed to [dbarbour@bcswan.net](mailto:dbarbour@bcswan.net) or faxed to the attention of David Barbour at (866) 291-7891.

**PROJECT DESCRIPTION:** See **Exhibit 1** for a detailed description of the project scope and requirements, and for school addresses.

**PROJECT SCHEDULE:** The Contractor shall begin the work upon receipt of the Purchase Order, and expeditiously, with adequate forces, complete the work within the specified calendar days. The required milestone dates, and completion date are included in **Exhibit 1**. The contractor shall coordinate all work with Operations personnel to ensure minimal disruption to school activities. Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion, or such later date as may result from extension of time granted by Owner, he shall pay the Owner, as liquidated damages, the sum of Two Hundred and Fifty Dollars (\$250.00) for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete Work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

## **TERMS AND CONDITIONS**

Brunswick County Schools Contract, is included in **Exhibit 2**. The selected contractor will be required to sign this contract, and Sexual Offender Registry Check Certification Form, included as **Exhibit 2.1**, as each are a part of this Request for Bid and will govern this work.

## **FORM OF BID**

The Form of Bid is included as **Exhibit 3**



## EXHIBIT 1 – SCOPE OF WORK

**PRE-BID MEETING:** THERE IS NO PRE BID MEETING SCHEDULED FOR THIS BID. Bidding Contractors can visit site upon contacting Capital Projects and Planning to receive a **Site Visit Authorization Form**. Please confirm by e-mailing David Barbour at [dbarbour@bcswan.net](mailto:dbarbour@bcswan.net).

### **SCOPE OF WORK & SCHEDULE**

The contractors are responsible for all items required to complete the scope of services, those items being included in the scope of services even if not listed below. The subcontractor's workmanship shall be equal to or exceed the workmanship of reputable contractors performing similar work in the Wilmington Metropolitan Service Area. **Contractor shall perform the following scope of work in compliance with all federal, state, and local codes and in accordance with any plans, specifications and engineered drawings, design or criteria. Contractor shall follow the construction guidelines issued by the American Sports Builders Association and USTA in the performance of all work under this contract along with all North Carolina High School Athletic Association field and court governing rules and requirements. Contractor must have a Certified Tennis Court Builder on staff.**

- The general scope involves demolition and reconstruction of (6) tennis courts approximately 36,000 square feet, permitting, grading, rebuild/refurbish stone base to meet industry standards along with any engineering criteria, mill existing surface to reuse to build up base if existing material can be used, asphalt paving, acrylic surfacing system for playing surfaces, fencing, gates, net poles, nets, wind screens, backboard, sidewalk, concrete pad and bleachers, water fountain and all incidental work relating to project in order to provide a complete and fully functional operating system. Contractor is responsible for scope and to verify all dimensions and sizes on site.
- Existing light poles and lights are to remain.

### **GENERAL**

- Brunswick County Schools has a policy of No Contact, Socialization, Or Fraternization between contractor personnel and students or school staff. All Brunswick County Board of Education property is designated as non-smoking non-tobacco use areas. All employees must sign a Policy Compliance Form prior to mobilization to the site.
- Lump Sum Bid to include all applicable taxes, shipping costs, and delivery lead time once selections made.
- The contractor shall provide Brunswick County Schools with a list of subcontractors along with subcontractor's contact information that will be performing work for the contractor.
- The contractor shall supply submittals, shop drawings, color selections samples, schedule of construction, and a schedule of values prior to commencement of the work.
- The contractor shall schedule and perform the work without impeding or interfering with day to day school activities, functions, classes, etc... This may include installing temporary routes, barricades, etc... for The protection of the public where the work is to be performed
- Contractor shall obtain all required permits and pay all fees associated with this work.
- Contractor will be responsible for having all utilities, power lines, water lines, sewer lines, gas lines, telephone lines, data lines, communication lines, etc... located by locating service.
- Contractor will be responsible for any testing services needed for compaction test, proof rolls, etc..., to assure base is compliant with industry standards and meets any engineering design criteria.
- Contractor shall maintain a safe and clean work environment. Contractor shall maintain a dumpster on site for duration of the project with periodic hauling off of trash and construction debris. Contractor is responsible for daily cleanup of any trash and construction debris to maintain a safe and clean job site.

- Contractor shall provide its employees and subcontractors with a portable restroom facility to be maintained, cleaned and emptied weekly.
- Work area is to be left safe at the close of each workday. Leave no unfilled/protected holes. Remove all aluminum cuttings/waste immediately. Do not interrupt power, telephone or communication systems. Coordinate work with Capital Projects Office.
- Safety: Contractor shall erect barriers as needed, to prevent pedestrians and vehicles from entering the work area. Contractor to provide and use any and all equipment needed to complete the work following all OSHA guidelines and requirements.
- Contractor shall complete Architect's, Engineer's, or Owner's punch list before final payments and release of retainage will be issued.
- Upon completion of the work the contractor is to perform a final construction cleaning of all surfaces and areas associated with this project.

### **Demolition and Reconstruction of Tennis Courts:**

#### **Scope:**

The Scope of work includes but is not limited to the following items:

#### **Demolition:**

- Remove and dispose of existing fencing wire mesh, rails, terminal post, line post, and gates.
- Remove and dispose of existing backboard.
- Remove and dispose of existing net post.
- Remove existing asphalt surface. Surface may be milled and reused for stone base build if allowed in Engineers design criteria.
- Remove existing water fountain.
- Remove and dispose of existing concrete at existing water fountain.

#### **Reconstruction:**

- Site work to include and adhere to all grading and erosion control measures per the engineers attached drawings, specifications, Geotech report along with items of bid scope listed with in.
- Base shall be graded compacted and then fine graded to establish planarity and minimum tolerances.
- Grade to have a slope between 0.83% (1:120) and 1.0% (1:100) constructed in one continuous plane.
- Stone base should be a 4" minimum and to industry standards as well as any engineering design criteria to meet a 95% of standard proctor test results. Contractor shall have option to mill and reuse existing asphalt (RAP) or install all new stone base.
- If Contractor chooses to mill and reuse asphalt (RAP) for base Contractor should assume that RAP will not make up 4" base and will make up the difference with ABC.
- Base shall be proof rolled. The Contractor is responsible for contracting with a 3<sup>rd</sup> party Professional Engineer for site testing. The Contractor, PE, and Owner shall be present for all proof rolls. Areas not meeting compaction minimums will be marked and remediated as necessary to achieve minimum tolerances. Contractor shall provide a statement sealed by a Professional Engineer confirming that all work complies with compaction requirements.

#### **Hard Surface:**

- After base course meets compaction requirements, new asphalt shall be applied in two 1 ½" lift increments for a total asphalt overlay of 3" thickness. Base course to be 1 ½" spread and compacted. Surface course shall be 1 ½" spread and compacted to a uniform density and thickness.
- Asphalt mix design shall be S9.5B
- Asphalt shall be allowed to cure thoroughly before any color coatings are applied.



- Flood surface with water and patch depressions/birdbaths holding more than 1/16" water with acrylic patching material per manufacturer's requirements. High areas should be leveled by scraping or grinding. All areas must cure per requirements and area must be dry before proceeding.

#### **Surfacing System:**

- Apply one (1) coat of acrylic resurfacer (Laykold, Novasurface, or equal) according to manufacturer's directions. Apply three (3) acrylic finish coats (Laykold Colorcoat, Novacrylic, or equal) textured surfaces according to manufacturer's directions and accreditation organizations. Two (2) colors to be selected by owner and used for playing courts and out-of-bounds area differentiation.
- Color separation between court and out of bound areas to be masked per manufacturer's recommendations.
- Lay-out, mask and hand paint playing lines using (Laykold, Novatex, or equal) textured white acrylic line paint. Lines shall be accurately located and marked in accordance with the rules of governing accreditation organization for North Carolina High Schools. Playing lines shall be taped, and the tape sealed and then painted to provide straight lines with sharp edges.

#### **Fencing:**

- Base bid should include 10' vinyl coated fencing, color selected by Owner, to encompass 6 court playing area. All fencing shall be 9 gauge core with schedule 40 frame work. Terminal post shall be 3" OD. Line post shall be 2 1/2" OD. Pipe rails and braces shall be 1 5/8" OD. Fence shall have top, mid, and bottom rails. Fence wire mesh shall be 9 gauge minimum with 1 3/4" openings in mesh.
- Fence post shall be set at not more than 10' apart.
- Fencing shall include (3) gate openings. Gates to be 1 5/8" OD frame. Gate opening to be 4' x 7'. Gate shall swing away from playing surface. Gates shall have a latching system that can be locked. Latch should also help prevent gate from opening in wrong direction.
- Gates shall be centered between courts 1 & 2, 3 & 4, 5 & 6.
- Base bid should include fencing and gate to encompass exiting utilities panels and boxes. Area should be 10' x 10'.
- Fencing shall be installed to meet or exceed local wind load codes.

#### **Net Posts and Nets:**

- Net posts shall be sleeved in a concrete footing. Footing shall be a minimum of 24" in diameter and a minimum of 36" in depth.
- Net posts shall be 3" OD coated steel with a ratchet type external winding mechanism and removable handle.
- Net post shall be installed 2 degrees from center to avoid flexing when cable is tightened.
- Nets to be polyethylene with 1 3/4" mesh, and a minimum tensile strength of 275 lbs.
- Nets to have center strap and anchor set in concrete footing. Anchor footing to be a minimum of 12" in diameter and 12" in depth.

#### **Accessories and Amenities:**

- Windscreens shall be provided and installed on the courts perimeter fencing. Windscreens shall be 6' vinyl coated with permanent window vents, 10 ounce per square yard weight and grommets at 12" on center. Color selected by Owner.
- (2) 72" portable vinyl coated metal benches shall be provided at each court. Benches shall be resistant to weather and ultraviolet degradation. Color selected by Owner. See bench detail included in bid package.
- Bid shall include individual court score-keepers for each court. Score-keepers shall be attach to net



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## Exhibit 2

### OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Brunswick County Board of Education (herein referred to as the Owner, whose mailing address is 35 Referendum Dr., Bolivia, NC 28422 and \_\_\_\_\_ (herein referred to as the Contractor, whose mailing address is \_\_\_\_\_, North Carolina \_\_\_\_\_. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

#### **WITNESSETH:**

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with \_\_\_\_\_: and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

1. Scope of Services. The Contractor shall perform the Work in accordance with the terms of this Agreement, any plans and specifications prepared for this Project, and the description of services attached to this Agreement as Exhibit A, all of which are incorporated into and made a part of this Agreement.
  - a. The Contractor shall provide and pay for all materials, tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement.
  - b. The Contractor shall perform the Work in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
  - c. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Agreement documents.
  - d. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of \_\_\_\_\_ of Leasruts



recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

- e. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
  - f. The Contractor shall designate a foreman/superintendent who shall direct the work.
  - g. If at any time during the construction and completion of the work covered by this Agreement, the conduct of any workman be adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such parties removed immediately from the Owner's property.
  - h. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner.
  - i. Temporary electricity and water shall be arranged by the Contractor at the Contractor's expense.
2. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) (herein referred to as the Contract Sum. No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment, if any, may be made by the Owner to the Contractor only after certification that the Work is complete and will be based upon the completion of the identified interim work agreed to by the Owner. Under no circumstances will the Owner make more than one interim payment. The Owner will retain five percent (5%) of the amount of any progress payment and/or the Contract Sum until all of the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. Final payment will be withheld until the Contractor's North Carolina sales and use tax report is received. The report shall accurately list any and all sales and use tax paid on materials for the entire Project.
3. Time. The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed, the date of this Agreement, or such other date as may be established by the Owner. Time is of the essence. The Contractor shall perform work in a timely manner.



4. Codes, Permits and Inspections.

- a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the architect or engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
- b. All work under this Agreement shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.

5. Safety Requirements.

- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner, architect or engineer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 Construction and Part 1910 General Industry).
- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

6. Warranties. The Contractor guarantees and warrants to the Owner all Work as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all Work will be of good quality in accordance with the industry standards for reputable contractors; that the Work will be free of omissions and faulty, poor quality, imperfect and defective material or workmanship; that the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the Work will not contain asbestos; and that all agents or employees of Contractor who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided; and that the person(s) executing this Agreement on behalf of Contractor have authority to do so as an official, binding act of Contractor.

If, within one year after the Date of Substantial Completion of the Work or designated portion



thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of Substantial Completion, the one year warranty shall begin on the date of Final Completion of the Work.

7. Contractor-Subcontractor Relationships. The Contractor agrees that the terms of these Agreement documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an agent of the Contractor.
8. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors, or caused solely by the maintenance, presence, use, location or removal of any equipment or other property owned or operated by the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. The Owner shall not be responsible for any damage to the Contractor's property, business, agents or employees, unless said damage is due solely to the negligence of Owner.
9. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers= compensation liability insurance in which the policy shall protect the Owner and the Contractor from claims in an amount not less than the statutory amount.

The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated A or better by Best Insurance Guide.

10. Termination for Convenience. The Board may terminate this Agreement at any time in its complete discretion upon twenty (20) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Board and become its property. If the Agreement is terminated by the Board in accordance with this section, the Board shall only be responsible for paying Contractor for all Work performed and accepted and all materials delivered to the site as of the date of termination.
11. Termination by the Owner for Cause. The Owner may terminate the Agreement upon five (5) days



written notice if the Board is dissatisfied with the quality or timeliness of the Work performed. If the Owner becomes dissatisfied with the Work, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor five days' written notice, terminate employment of the Contractor and may:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of any subcontracts; and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If the Owner terminates the whole or any part of the Work, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Agreement to the extent not terminated hereunder.

When the Owner terminates the Agreement, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and legal services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and this obligation for payment shall survive this Agreement.

12. Lunsford Act/Criminal Background Checks. The Contractor shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its owners, employees, agents, or subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [http:// www.nsopw.gov/](http://www.nsopw.gov/). The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual



certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the school system exercises this right to conduct additional criminal records checks, Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13. Governing Law. This Agreement and the relationship of the parties shall be governed by the laws of the state of North Carolina.
14. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
15. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
16. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School

System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

17. Compliance with Iran Divestment Act of 2015. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by North Carolina State Treasurer pursuant to N.C. Gen Stat. 147-86.81.
18. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.
19. Applicable School Board of Education Policies. Provider acknowledges that the Brunswick County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board’s policies are available on the School System’s website.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and the Contractor has caused these presents to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

**BRUNSWICK COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_(Seal)

[INSERT NAME OF BOARD CHAIR]

[INSERT CORPORATE NAME OF PROVIDER]

By: \_\_\_\_\_(Seal)

[INSERT NAME OF CORPORATE PRESIDENT OR VICE PRESIDENT]

Attest: \_\_\_\_\_(Seal)

[INSERT NAME OF CORPORATE SECRETARY]



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

\_\_\_\_\_  
(Signature of finance officer/Date)

**Exhibit 2.1**

**Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

- |          |       |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(title)

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(date)

**EXHIBIT 3 - BID FORM - INFORMAL BID REQUEST NO.: 153.334.19.BOND.70**

**PROJECT DESCRIPTION:** SBHS Tennis Court Demolition & Reconstruction

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Company Name/License #: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Information: \_\_\_\_\_

- ☒ It has been determined that the above specified project is a Capital Improvement as defined in E505 (09-17). Brunswick County Board of Education will issue a E589-CI, Affidavit of Capital Improvement, upon award of the bid.

It has been determined that the above specified project is:

- ☐ Subject to NC Sales & Use Tax
- ☒ Not Subject to NC Sales & Use Tax

\_\_\_\_\_ proposes to do the above specified project for:  
Company Name

**Bid Project Scope** \$ \_\_\_\_\_

Owner Allowance \$ \_\_\_\_\_

Unsuitable Allowance

- Excavate, stockpile, and then reuse (to reach organics if present)  
250 cy x \$ \_\_\_\_\_ cy = \$ \_\_\_\_\_
- Excavate, remove, and replace (unsuitable soil/organic layer)  
300 cy x \$ \_\_\_\_\_ cy = \$ \_\_\_\_\_

Sales Tax (If Applicable) \$ \_\_\_\_\_

**Total Project Cost** \$ \_\_\_\_\_

**\*See Next Page of Bid Form for Alternates**

<b>Alternate # 01</b>	<b>Electrical add of (3) 120 duplex outlets</b>	<b>\$ _____</b>
<b>Alternate # 02</b>	<b>Spectator Seating Concrete Pads</b>	<b>\$ _____</b>
<b>Alternate # 03</b>	<b>Spectator Seating</b>	<b>\$ _____</b>
<b>Alternate # 04</b>	<b>Concrete Hard Surface</b>	<b>\$ _____</b>

Please acknowledge any addenda: # 1\_\_\_\_ # 2\_\_\_\_, # 3\_\_\_\_,

**Unless otherwise noted, the Total Project Cost includes all material, labor, permitting, freight, taxes, allowances, and other charges.**

\_\_\_\_\_  
Name, Position of Co. Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Bids are to be valid for 30 days. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Projects will be awarded based on cost, adherence to Informal Bid Request requirements, contractor's ability to meet the schedule, and contractor's references. Contractor must be able to comply with Brunswick County Schools Terms and Conditions (attached). The Brunswick County Board of Education has a right to reject any or all bids, pursuant to NC Statute and Board of Education Policy, and to waive any or all informalities.

Alternate # 01	Electrical add of (3) 120 duplex outlets	\$ _____
Alternate # 02	Spectator Seating Concrete Pads	\$ _____
Alternate # 03	Spectator Seating	\$ _____
Alternate # 04	Concrete Hard Surface	\$ _____

Please acknowledge any addenda: # 1 \_\_\_\_\_ # 2 \_\_\_\_\_, # 3 \_\_\_\_\_,

**Unless otherwise noted, the Total Project Cost includes all material, labor, permitting, freight, taxes, allowances, and other charges.**

\_\_\_\_\_  
Name, Position of Co. Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Bids are to be valid for 30 days. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

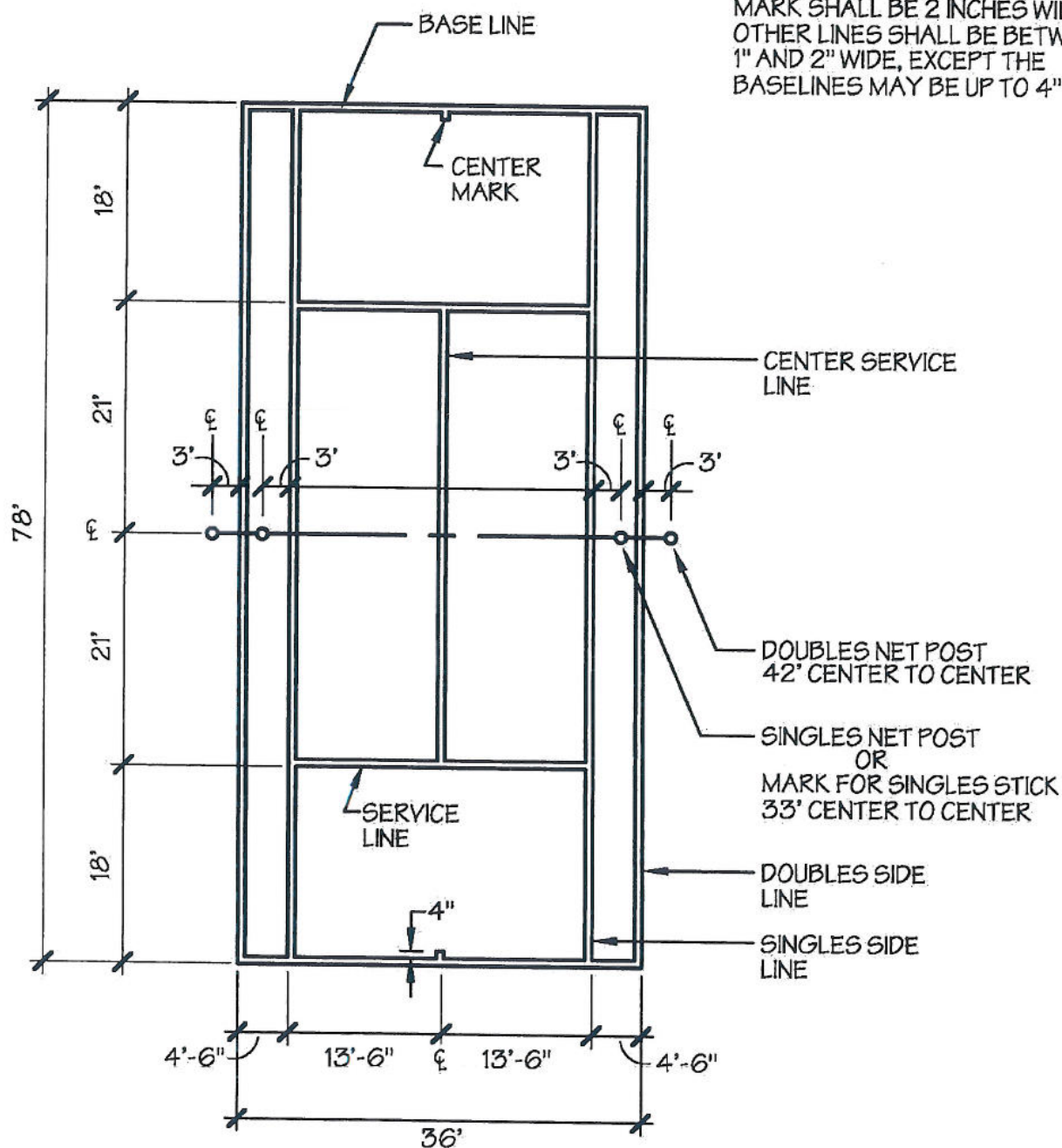
Projects will be awarded based on cost, adherence to Informal Bid Request requirements, contractor's ability to meet the schedule, and contractor's references. Contractor must be able to comply with Brunswick County Schools Terms and Conditions (attached). The Brunswick County Board of Education has a right to reject any or all bids, pursuant to NC Statute and Board of Education Policy, and to waive any or all informalities.



NOTES:

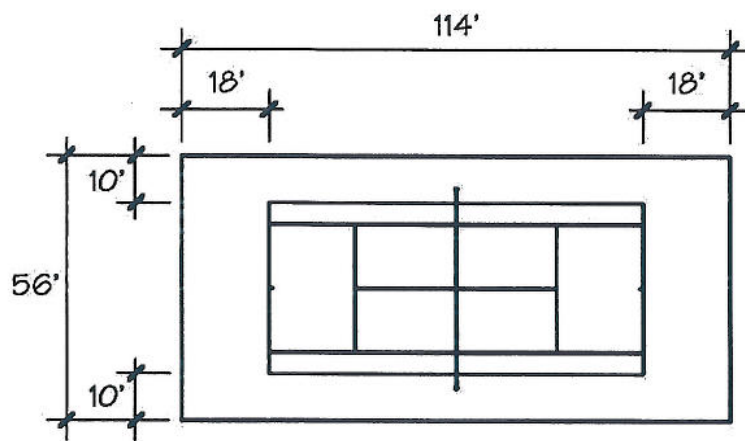
ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF LINES.

CENTER SERVICELINE & CENTER MARK SHALL BE 2 INCHES WIDE. OTHER LINES SHALL BE BETWEEN 1" AND 2" WIDE, EXCEPT THE BASELINES MAY BE UP TO 4" WIDE.

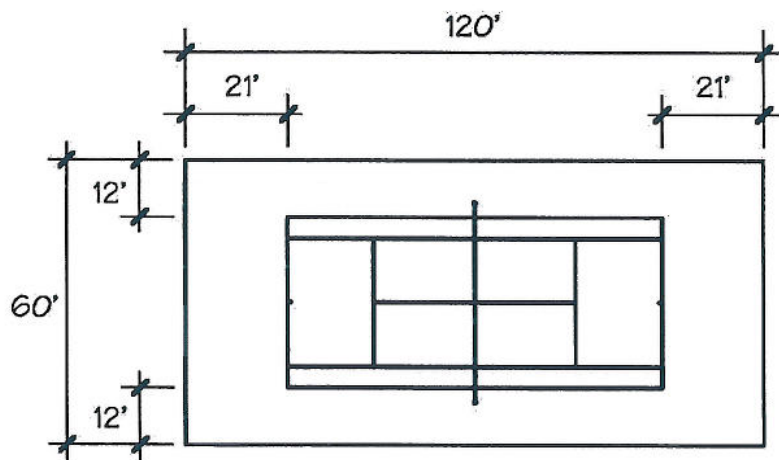


# 78' COURT - PLAYING LINE LAYOUT

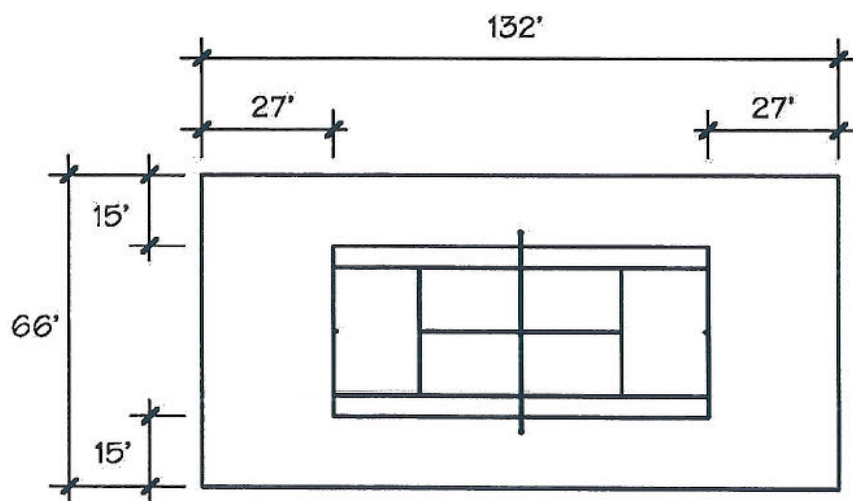
NOT TO SCALE



USTA & ITF RECOMMENDED  
MINIMUM



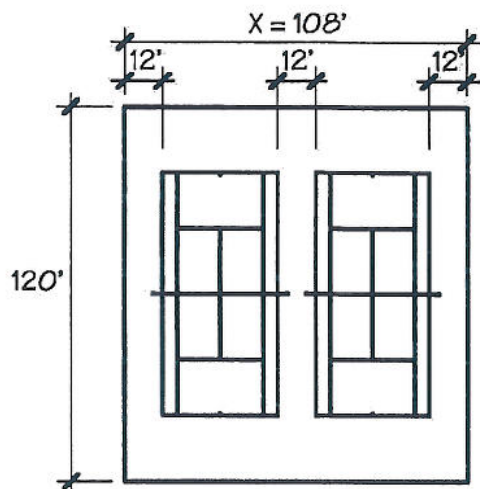
USTA PREFERRED &  
ASBA RECOMMENDED



ITF RECOMMENDED  
FOR DAVIS CUP  
WORLD GROUP AND  
FEDERATION CUP  
MAIN DRAW EVENTS

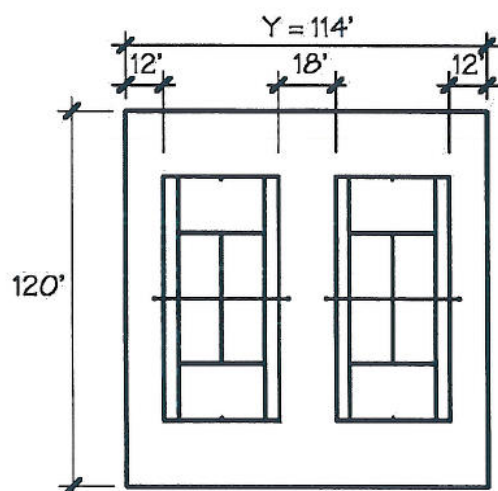
## TYPICAL COURT OVERRUNS

NOT TO SCALE



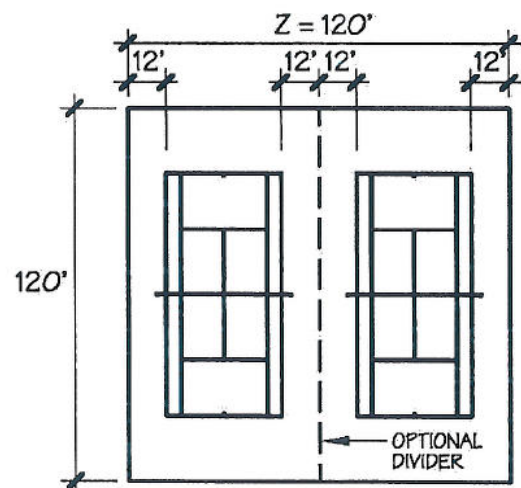
RECOMMENDED SIZE WITH OPEN LAYOUT

TWO (2) COURT BATTERY	X = 108'
THREE (3) COURT BATTERY	X = 156'
FOUR (4) COURT BATTERY	X = 204'
FIVE (5) COURT BATTERY	X = 252'
SIX (6) COURT BATTERY	X = 300'



RECOMMENDED SIZE WITH DIVIDER NETS

TWO (2) COURT BATTERY	Y = 114'
THREE (3) COURT BATTERY	Y = 168'
FOUR (4) COURT BATTERY	Y = 222'
FIVE (5) COURT BATTERY	Y = 276'
SIX (6) COURT BATTERY	Y = 330'



RECOMMENDED SIZE WITH FIXED DIVIDERS

TWO (2) COURT BATTERY	Z = 120'
THREE (3) COURT BATTERY	Z = 180'
FOUR (4) COURT BATTERY	Z = 240'
FIVE (5) COURT BATTERY	Z = 300'
SIX (6) COURT BATTERY	Z = 360'

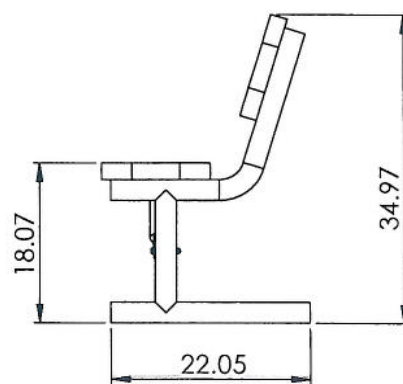
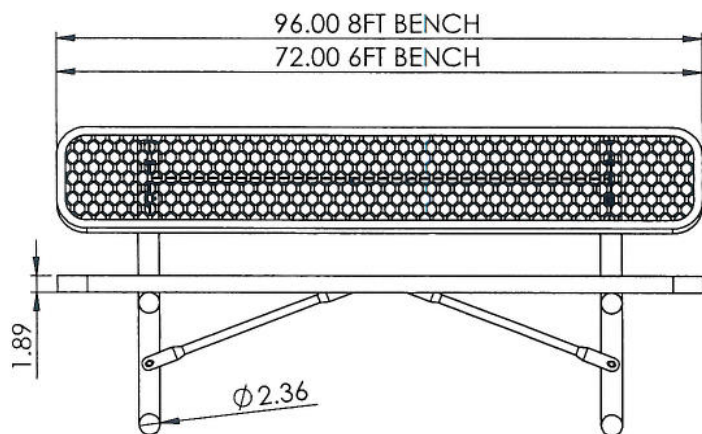
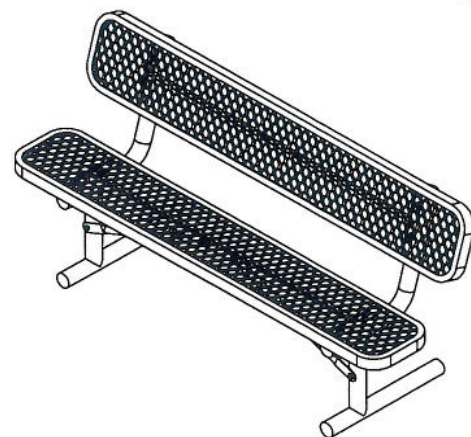
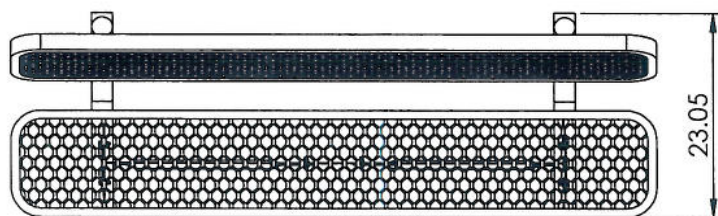
## MULTIPLE COURT BATTERY LAYOUTS

NOT TO SCALE



## SPECIFICATIONS

ALL DIMENSIONS ARE SHOWN IN INCHES





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 3.**

Board Appointment - Child Fatality Prevention Team

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners appoint Tracy Carnes to replace Kat Corrigan (EMS) on the Brunswick County Child Fatality Prevention Team.

**Background/Purpose of Request:**

The Child Fatality Prevention Team is not a county board, but a State-mandated local team charged with reviewing deaths of Brunswick County children from birth to age 18. Meetings are not public and membership is designed by Statute. Article 14, North Carolina Child Fatality Prevention System State Statute 7B-1407 is attached.

Ms. Tracy Carnes' application is included for your review. The emergency medical services provider or firefighter position is appointed by the Board of Commissioners and is one of the five additional members that are added to review fatalities.

In addition to Ms. Carnes appointment, Mr. Rich Omer has been selected to fill the DSS Employee position, and Dena Hamilton has been appointed by the Director of the area Mental Health Authority to fill the Mental Health position.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Request that the Board of Commissioners appoint Tracy Carnes to replace Kat Corrigan (EMS) on the Brunswick County Child Fatality Prevention Team.

**ATTACHMENTS:**

Description

- ☐ 7B-1407
- ☐ Team Log
- ☐ Application - Tracy Carnes

CFPT &amp; CCPT

**§ 7B-1407. Local Teams; composition.**

(a) Each Local Team shall consist of representatives of public and nonpublic agencies in the community that provide services to children and their families and other individuals who represent the community. No single team shall encompass a geographic or governmental area larger than one county.

(b) Each Local Team shall consist of the following persons:

- (1) The director of the county department of social services and a member of the director's staff;
- (2) A local law enforcement officer, appointed by the board of county commissioners;
- (3) An attorney from the district attorney's office, appointed by the district attorney;
- (4) The executive director of the local community action agency, as defined by the Department of Health and Human Services, or the executive director's designee;
- (5) The superintendent of each local school administrative unit located in the county, or the superintendent's designee;
- (6) A member of the county board of social services, appointed by the chair of that board;
- (7) A local mental health professional, appointed by the director of the area authority established under Chapter 122C of the General Statutes;
- (8) The local guardian ad litem coordinator, or the coordinator's designee;
- (9) The director of the local department of public health; and
- (10) A local health care provider, appointed by the local board of health.

(c) In addition, a Local Team that reviews the records of additional child fatalities shall include the following five additional members: *(CCPT only)*

- (1) An emergency medical services provider or firefighter, appointed by the board of county commissioners;
- (2) A district court judge, appointed by the chief district court judge in that district;
- (3) A county medical examiner, appointed by the Chief Medical Examiner;
- (4) A representative of a local child care facility or Head Start program, appointed by the director of the county department of social services; and
- (5) A parent of a child who died before reaching the child's eighteenth birthday, to be appointed by the board of county commissioners.

(d) The Team Coordinator shall serve as an ex officio member of each Local Team that reviews the records of additional child fatalities. The board of county commissioners may appoint a maximum of five additional members to represent county agencies or the community at large to serve on any Local Team. Vacancies on a Local Team shall be filled by the original appointing authority.

(e) Each Local Team shall elect a member to serve as chair at the Team's pleasure.

(f) Each Local Team shall meet at least four times each year.

(g) The director of the local department of social services shall call the first meeting of the Community Child Protection Team. The director of the local department of health, upon consultation with the Team Coordinator, shall call the first meeting of the Child Fatality Prevention Team. Thereafter, the chair of each Local Team shall schedule the time and place of meetings, in consultation with these directors, and shall prepare the agenda. The chair shall schedule Team meetings no less often than once per quarter and often enough to allow adequate review of the cases selected for review. Within three months of election, the chair shall participate in the appropriate training developed under this Article. (1993, c. 321, s. 285(a); 1997-443, s. 11A.100; 1997-456, s. 27; 1997-506, s. 52; 1998-202, s. 6.)



# Brunswick County Child Fatality Prevention Team (CFPT)

12/2018

Member	Position	Appointed By
Catherine Lytch	DSS Director	n/a
Rich Ohmer	DSS Employee	n/a
Tina Edwards	Law Enforcement	CC
Jamie Turnage	DA's Office	DA
Margaret Roseman	Executive Director of Local Community Action	as defined by DHHS, or Ex. Dir. Designee
Meredith Lloyd	Schools	Superintendent
n/a	Member of DSS Board	DSS Board Chair
Dena Hamilton	Mental Health	Director of Area MH Authority
Jeffrey Maidment	Guardian Ad Litem	n/a
Cris Harrelson	Health Director	n/a
Vacant	Health Care Provider	Board of Health (CC)
CFPT Additional		
Kat Corrigan	EMS	CC
Vacant	District Court Judge	Chief District Court Judge
Lorena Mauney	Medical Examiner	Chief Medical Examiner
Gina Grego	Local Child Care	DSS Director
Renee Dilworth	Parent	CC
5 Additional		
Charles Newton	Additional	CC
Tommy Griffin	Additional	CC
Vacant	Additional	CC
Vacant	Additional	CC
Vacant	Additional	CC



# 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?

12

\*

Are you registered to vote in Brunswick County?

☒ Yes  
☐ No

\*

Board or Committee of Interest

CFPT



Value is required.

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 \*

Tracy

Middle Initial

A

**Last Name \***

**Street Address**

**City**

**State**

**Zip**

**Home Phone**

**Cell Phone**

**Email**

**Present  
Job/Employer  
Address**

**Past Employment**

**Current  
Civic/Community  
Participation**





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 4.**

Clerk to the Board - Meeting Minutes

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners approve the draft minutes from the December 17, 2018 Regular 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 draft minutes from the December 17, 2018 Regular Meeting.

**ATTACHMENTS:**

Description

- Draft Minutes - 2018-12-17 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
DECEMBER 17, 2018  
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  
Julie Miller, Finance Director  
Andrea White, Clerk to the Board  
Amanda Hutcheson, Public Information Officer  
Cpt. Brian Chism, 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 meeting to order at 6:00 p.m.

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

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

**III. ADJUSTMENTS/APPROVAL OF AGENDA**

Chairman Williams asked for any adjustments to the agenda.

Commissioner Sykes moved to approve the agenda as presented. The vote of approval was unanimous.

**IV. PUBLIC COMMENTS**

Chairman Williams briefly reviewed the Public Comments Policy and called those who had signed up to speak. The following individuals addressed the Board:

1. Ms. Judy Droitcour, resident of Caswell Beach, spoke against seismic blasting and asked the Board to pass a resolution opposing ocean drilling and blasting or delaying blasting until the viability of the federal drilling plan has been determined in court.

2. Mr. Billy Stewart, resident of Oak Island, spoke against seismic testing and drilling for oil. Mr. Stewart exceeded his allotted time and, after being notified by the Chairman several times that his time had expired, Mr. Stewart refused to leave the podium which resulted in him being escorted from the meeting by law enforcement personnel.
3. Ms. Pam Leonard, resident of Oak Island, requested that the Board pass a resolution opposing offshore drilling.
4. Ms. Kathleen Yonce, resident of Oak Island, urged the Board to adopt a resolution against seismic blasting and offshore drilling.
5. Ms. Kym Stewart, resident of Oak Island, spoke against offshore drilling and seismic blasting and asked the Board to pass a resolution opposing both.
6. Mr. James A. Garland, resident of Southport, spoke against offshore drilling.
7. Ms. Becky Felton, resident of Southport, requested that the Board join with the aquariums in North Carolina in not supporting offshore drilling. Ms. Felton also thanked the Board for their participation in the development of the Brunswick County VOAD organization (Volunteer Organization Active in Disasters) and encouraged them to look at what could be done as a county to increase affordable housing.
8. Ms. Sue Marsh, resident of Southport, requested that the Board place seismic testing and drilling back on the agenda and vote against both.
9. Ms. Martha Johnson, resident of Southport, asked that Brunswick County join with their South Carolina neighbors and add a resolution against seismic testing and offshore drilling to next month's agenda.
10. Ms. Marianne Huntley, resident of Southport, spoke against seismic testing and offshore drilling and asked that the Board oppose both.
11. Ms. Sally Buchanon, resident of Caswell Beach, asked for a resolution opposing seismic testing and oil drilling.

Chairman Williams announced the conclusion of the Public Comment period.

## V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for a motion on the Consent Agenda.

Commissioner Cooke moved to approve the Consent Agenda as presented.

Chairman Williams called for a brief pause to allow meeting participants wishing to leave the meeting time to do so.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous. The following items were approved:

1. **Brunswick Community College Foundation - Receive a Report of the Brunswick Guarantee Program and Approve an Additional Appropriation**  
Received a report of the Brunswick Guarantee Program and approved a request for an additional appropriation in the amount of \$90,000.
2. **BSRI - NCDOT Public Utility Easement at The Brunswick Center at Southport**



Directed the County Manager to enter into a public utility easement agreement for the Center at Southport in the total amount of \$50,400 with approximately 25% allocable based on square footage owned by the County as recommended by BSRI Executive Director, Jim Fish.

3. **BSRI - Reimbursement of Hurricane Florence Expenditures and Losses**  
Approved an appropriation of \$33,801 to reimburse BSRI for assistance provided to the County for sheltering, office space during and post Hurricane Florence, and economic losses resulting from the storm.
4. **BSRI - Appropriation of Funds for Staffing Needs at all Centers**  
Appropriated \$61,000 for a half-year of a recurring appropriation to implement the FY 20 phase of staffing all senior centers with a part-time receptionist and a case manager.
5. **Cape Fear Regional Jet Port - NCDOT Grant Advance for West Apron Land Acquisition**  
Approved an agreement to provide the advancement of grant funding and the associated budget amendment for the Cape Fear Regional Jetport West Apron 45.5 acres of land acquisition.
6. **Clerk to the Board - Meeting Minutes**  
Approved the draft minutes from the December 3, 2018 Annual Meeting.
7. **County Attorney - Deed of Dedication for Water & Sewer Infrastructure Cameron Woods, Ph. 6B, Section 1**  
Accepted the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Phase 6B, Section 1 Lots 1-7 (A-D) and 8A.
8. **County Attorney - Deed of Dedication for Water & Sewer Infrastructure Kingfish Bay Phase 1B**  
Accepted the Deed of Dedication for water and sewer infrastructure for Kingfish Bay, Phase 1B.
9. **County Attorney - Declaration of Surplus Property Obtained Through Tax Foreclosure**  
Declared the following property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase:  
  
Parcel 215AA025, which the County obtained for \$ 2,255.10 and has a tax value of \$17,250.00; Parcels 157KG00304 and 157KG00307, which the County obtained for \$3,892.36 and have a tax value of \$17,350.00 and \$10,000.00, respectively; Parcels 215AA012 and 215AA013, which the County obtained for \$2,821.54, and have a tax value of \$15,000.00 each; and Parcel 215AA034, which the County obtained for \$1,554.59, and has a tax value of \$17,250.00.
10. **Engineering - Hwy 74 / 76 Water Transmission Main Design Services Agreement with Norris & Tunstall Engineering**  
Approved a design services contract with Norris & Tunstall Engineering in the amount of \$65,000 for engineering services associated with the design and permitting of a twelve-inch water transmission main on Hwy. 74 / 76.
11. **Finance - Fiscal Items**

Approved Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.

- **Emergency Medical Services Vehicle Repairs Budget Amendment**  
Transferred \$13,872 of funding from Non-Departmental to Emergency Medical Services Repair and Maintenance Vehicles for amounts not covered by insurance.
  - **Soil and Water Soil Health SSARE Multi- Species Cover Crop Grant Initiative**  
Approved the Brunswick Soil and Water Conservation District for SSARE Multi-Species Cover Crop Initiative Grant in the amount of \$2,750 awarded by the NC Foundation for Soil and Water Conservation. The award will support the establishment of a Multi-Species Cover Crop Demonstration Site and hosting a field workshop to demonstrate the soil health values obtained through planting a diverse seed mixture and property management of cover crop establishment and residue. Award period, September 1, 2018 – June 30, 2019.
  - **Financial Reports for November 2018 (unaudited)**  
Included Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at: <http://brunswickcountync.gov/finance/reports>
12. **GIS - First Reading and Schedule Public Hearing on January 22, 2019 For Street Name Adoptions**  
Approved the first reading of the street names and set the date for the Public Hearing for January 22, 2019.
13. **Health and Human Services - Community Development - 2008 CHAF Deed of Trust Discharge**  
Approved release of debts associated with five (5) non-payment Deeds of Trust arranged for housing repair through the North Carolina Crisis Housing Assistance Program (CHAF).
14. **Health and Human Services - Public Housing - Increase Subsidy Payment Standards**  
Approved an increase of the payment standards for the Housing Choice Voucher Program.
15. **Health and Human Services - Social Services - Approval of Grant Acknowledgement and Agreement for Golden Leaf Foundation (Florence Recovery)**  
Approved a Golden Leaf Grant award of \$75,000 and authorized staff to execute the Grantee Acknowledgement and Agreement and related forms.
16. **JCPC - Resolution of Support for Request to Legislature for Additional Funding**  
Approved a resolution of support for the NC General Assembly to expand funding for JCPC programs.

## **RESOLUTION SUPPORTING JUVENILE CRIME PREVENTION COUNCIL ALLOCATION EXPANSION**

**WHEREAS**, Juvenile Crime Prevention Council (JCPC) funding is a partnership between the State of North Carolina and the County to ensure a local continuum of services for court involved and at-risk juveniles; and

# DRAFT

**WHEREAS**, the Juvenile Crime Prevention Council, under the authority of NCGS§143B-851, and within the scope of its powers and duties, “Each County Council shall annually review the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated undisciplined or delinquent and the resources available to address those needs. In particular, each County Council shall assess the needs of juveniles in the county who are at risk or who have been associated with gangs or gang activity, and the local resources that are established to address those needs.”; and

**WHEREAS**, the Juvenile Justice Reinvestment Act passed in 2017, also referenced as North Carolina’s Raise the Age legislation, expands the age of juvenile jurisdiction, increasing it to include juveniles ages 16 and 17 years of age effective December 1, 2019; and

**WHEREAS**, Raise the Age legislation also encourages the formulation of School Justice Partnerships to address the reduction of school-based juvenile complaints; and

**WHEREAS**, Raise the Age legislation will increase the need for immediate and age-appropriate sanctions and diversion services for juvenile offenders and those at-risk of delinquency; and

**WHEREAS**, JCPC funding has seen no increase in more than nine years; and

**WHEREAS**, the effort to immediately and effectively address juvenile offending behavior is an evidence-based investment in North Carolina’s future.

**NOW, THEREFORE BE IT RESOLVED**, that Brunswick County fully supports an adequate and timely increase of local Juvenile Crime Prevention funding to ensure program expansion and successful implementation of the Juvenile Justice Reinvestment Act Raise the Age Legislation, set for December 1, 2019.

Adopted this the 17<sup>th</sup> day of December, 2018.

Chairman  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

17. **Parks & Recreation - Brunswick Arts Council Grassroots Grant Award**  
Accepted the FY18-19 Grassroots Grant of \$5,000 awarded by Brunswick Arts Council.
18. **Parks & Recreation - Navassa Park Concession Stand Building, Picnic Shelter and Site Furnishings**  
Approved proposal-contracts with Smith-Carolina Corporation in the amount of \$162,810 for a concession stand and Carolina Recreation and Design for a picnic pavilion with furnishings in the amount of \$65,151.08 for Navassa Park.
19. **Parks & Recreation - Brunswick Waterway Park NC Public Beach Coastal Waterfront Access Program Grant Extension**  
Approved a one-year extension with North Carolina Public Beach and Coastal Waterfront Access Program Grant Phase I at Brunswick Waterway Park.
20. **Sheriff’s Office - Award of Flooring Contract for Animal Services to Cape Fear Coatings**

Approved appropriations of a \$10,000 donation from Trump for President, Inc. and \$10,000 of additional County funds to be combined with budgeted funds and awarded a contract with Cape Fear Coatings for flooring replacement containing a lifetime materials warranty in Animal Services totaling \$41,632.50.

21. **Tax Administration - December 2018 Releases**

Approved the December 2018 releases.

## VI. **PRESENTATION**

1. **Presentation - Department of Insurance (Marcia Kelly, Regional Director - Coastal Southeast)**

Request that the Board of Commissioners receive a presentation from the Department of Insurance.

Ms. Marcia Kelly gave an overview of the functions of the North Carolina Department of Insurance (DOI), including information on the DOI's community outreach efforts. The DOI has three consumer service divisions that assists individuals with their health insurance, life insurance, and auto insurance. Smart NC is tasked with helping people under the age of 65 with any issues with health insurance. Seniors Health Insurance Information Program is designed to help people over the age of 65 and disabled population with Medicare. A third division helps individuals with their property and casualty issues and claims issues. The DOI also trains fire personnel and inspects fire stations and works to keep rates down. Ms. Kelly also gave an overview of the new Ready, Respond, Recover Program that was implemented during Hurricane Florence.

Chairman Williams thanked Ms. Kelly for the presentation.

2. **Presentation - Resolutions of Appreciation for Partnering Organizations - Hurricane Florence (Members of the Board of Commissioners)**

Request that the Board of Commissioners approve and present resolutions of appreciation to all partnering organizations for their efforts before, during, and after Hurricane Florence.

Chairman Williams moved to approve all of the Resolutions of Appreciation.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

Vice-Chairman Thompson presented resolutions to Ocean Isle Beach Police Department, Brunswick Senior Resources, Inc., Brunswick County Sheriff's Office, Grissetown/Longwood Volunteer Fire Department, Ocean Isle Beach Fire Department, Shallotte Point Volunteer Fire Department, Calabash Volunteer Fire Department, Sunset Beach Fire Department and Sunset Beach Police Department.

Commissioner Forte stepped out of the meeting at 6:35 p.m. and returned at 6:36 p.m.

Commissioner Cooke presented resolutions to Brunswick County EMS, Shallotte Police Department, Coastline Volunteer Rescue Squad, Holden Beach Police Department, Shallotte Fire Department, Civietown Fire Department, Supply Volunteer Fire Department, Tri-Beach Fire Department, Brunswick Housing Opportunities, and Bolivia Volunteer Fire Department.



# DRAFT

Commissioner Sykes presented resolutions to Sunset Harbor Fire Department, Bald Head Island Department of Public safety, Southport Fire Department, Oak Island Police Department, St. James Fire & EMS Department, Oak Island Fire Department, Caswell Beach Police Department, Sunny Point Fire & Rescue, and Tarmac Miracle Workers.

Commissioner Forte presented resolutions to Brunswick County Emergency Services, First Tee of Coastal Carolinas, Brunswick Beacon, Waves of Praise Worship Center, Soldier Bay Baptist Church, Waccamaw Volunteer Fire Department, Winnabow Volunteer Fire Department, Boiling Spring Lakes Police Department, and Boiling Spring Lakes Volunteer Fire Department.

Chairman Williams presented resolutions to Navassa Volunteer Fire Department, Brunswick Family Assistance, Northwest Volunteer Fire Department, Leland Police Department, Navassa Police Department, Northwest Police Department, Town of Leland Fire & Rescue Department, North Carolina Baptist Men, and Operation Airdrop.

Chairman Williams asked that the Clerk or County Manager be made aware of organizations that may have been omitted.

*(Individual organizational resolutions are filed with Board Action)*

## **A RESOLUTION OF APPRECIATION NAME OF ORGANIZATION**

**WHEREAS**, Hurricane Florence made landfall in Brunswick County on September 14, 2018 leaving behind devastation to many areas of the county; and

**WHEREAS**, many agencies partnered with Brunswick County to render valuable services to the people of Brunswick County before, during and after the storm; and

**WHEREAS**, numerous volunteers and organizations gave unselfishly of their time to provide assistance without the expectation of thanks or tangible personal remuneration; and

**WHEREAS**, the Brunswick County Board of Commissioners recognizes the positive impact of these volunteers and agencies and applauds their efforts.

**NOW, THEREFORE**, be it resolved that the Brunswick County Board of Commissioners recognizes and extends appreciation to *Name of Organization* for their outstanding efforts in serving the people of Brunswick County during this challenging time.

Adopted this the 7<sup>th</sup> day of January, 2019.

Frank Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

Chairman Williams called for a brief recess at 6:56 p.m.

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

**VII. PUBLIC HEARING**

**Pursuant to notice duly advertised and posted, the Brunswick County Board of Commissioners conducted Public Hearings in the Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

**1. Planning - Z-766 (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) (Z-18-766).

Ms. Dixon explained that Z-766 is a proposed rezoning for tax parcel 0570007203 from RR to C-LD. Planning staff recommended denial because the rezoning request is not consistent with the Brunswick County CAMA Land Use Plan and it denotes the site as conservation. The request is also not consistent with the CAMA Land Use Policies P.16 and P.17. Additional reasons for denial are as follows: This rezoning request consists of only one small parcel that encompasses 1.15 acres and is not located at a commercial node or at a major intersection, or currently being used for commercial uses. The potential for this rezoning to be being classified as spot zoning is high due to the small size of the parcel, the number of parcels and owners involved, not being located at an intersection, surrounding land uses, existing land uses, and not being consistent with the Brunswick County CAMA CORE Land Use Plan. The entire rezoning site scores 5 – 6 (out of 10) on the Biodiversity & Wildlife Habitat Assessment Score. This high score is reflective of existing wetlands on the site classified as substantial, the existing Flood Hazard Area as well as being located along Clay Mill Branch (A.K.A. Middle Mill Branch, Thornton's Branch). The Planning Board recommended denial as well.

**CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 7:03 p.m.

**PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on the Rezoning Case Z-766 to come to the podium.

Ms. Marva Moss, resident of 774 Owl Heritage Trail SE, Leland, spoke regarding Rezoning Case Z-766. Ms. Moss stated she and her sister they have attempted to make use of 1.15 acres and have been denied. She inquired as to what other persons with small acreages are doing with their property in order to obtain some type of income.

**ADJOURN**

Chairman Williams closed the Public Hearing at 7:05 p.m.

Chairman Williams asked for questions and discussion.

Following discussion regarding location, adjacent properties, land use in RR and in CLD, and wetlands on the property, Commissioner Forte moved to table Rezoning Case Z-766 and return the item to the Planning Board to see if they can work with Ms. Moss to possibly make the use viable and create an income.

# DRAFT

Following further discussion and information from the County Attorney, Commissioner Forte withdrew his motion.

Commissioner Cooke moved to approve first reading, table second reading to the January 22, 2019 meeting, and schedule a public hearing for the same meeting.

Ms. Dixon stated that letters would go out to the adjacent property owners.

Chairman Williams asked for discussion on the motion. Hearing none he called the question. The vote of approval was unanimous.

## 2. **Planning - Z-769 (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) (Z-18-769).

Ms. Dixon explained that Z-769 is a proposed rezoning for tax parcel 2010001307 located off Sunset Harbor Road from NC to C-LD.

### **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 7:25 p.m.

### **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on the Rezoning Case Z-769 to come to the podium. No one wished to speak.

Chairman Williams asked for questions from the Board. There were no questions from the Board.

### **ADJOURN**

Chairman Williams closed the Public Hearing at 7:25 p.m.

### **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Z-769 (NC to C-LD)**

The Board of Commissioners finds that the proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed zoning amendment is consistent with the Comprehensive Plan (CAMA Land Use Plan) and other parcels in the immediate area.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons: The proposed amendment is adjacent to similar zoning and infrastructure is in place.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Sykes moved to order approval of First and Second Readings to amend the

Brunswick County Unified Development Ordinance Zoning Map from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) (Z-18-769).

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

3. **Planning - Z-771CZ (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from SBR-6000 (Site Built High Density Residential) to C-LD-CZ (Commercial Low-Density Conditional Zoning) (Z-18-771CZ).

Ms. Dixon explained that Z-771CZ is a conditional rezoning case to amend the zoning map from SBR-6000 to C-LD-CZ. A site plan was submitted with the request and the applicant proposed the following uses: Contractors Office and Storage; Craft & Woodworking Shops & Similar Uses; Professional Offices; Commercial Parking Facility; Personal Service Establishments; Single Family Detached Residential; Self Service Storage Facility for RVs & Boats; Retail Sales Less than 10,000 sq. ft.; Accessory Building; All Home Occupations; Parks and Open Spaces, and Planned Development. Restaurants were also discussed at the Planning Board meeting and the applicant requested that it be added to the list.

The following conditions were agreed to by the applicant:

1. Contractor's Office and Storage operations activities may be located on the parcel subject to the following:
  - a. When adjacent to residences, outside storage of equipment, construction materials or other goods shall be screened by means of a solid wall or slated fence. A vegetative row shall also be provided on the exterior of the wall or fence.
  - b. When adjacent to a public roadway, outdoor storage of equipment, construction materials or other goods shall be screened by a perimeter vegetative buffer row, such buffer to be installed on the exterior of walls or fences, if any.
  - c. The vegetative buffer shall reach a minimum of 0.6 opacity and a height of eight feet within five years.
  - d. Screening shall not be required for portions of the operation adjacent to expansive water features, wetland areas, natural areas, utilities or industrial uses.
2. Craft & Woodworking Shops and Similar Uses activities may be located on the parcel subject to the following:
  - a. Outside processing or compounding treatment shall not be permitted.
3. Use of a dustless gravel parking lot is permitted for the first phase (Unit #1). The entire front parking lot must be converted to asphalt prior to the construction of Phase 2 (Unit/Building #2 & #3).
4. Project boundary buffers and street buffers shall be provided per the site plan.
5. All development shall comply with all applicable federal, state, and local requirements and with the Brunswick County Unified Development Ordinance (UDO) and shall conform to the site plan, the list of permitted uses (subject to all limited standards imposed by the UDO), and all design features as submitted and approved as part of this conditional rezoning as kept on file by the Brunswick County Planning Department.



6. All applicable County and State Stormwater Permits must be obtained prior to any development. No natural drainage areas will be cut off or disturbed before obtaining the permits.
7. All conditions listed have been agreed upon by the owner at this time and must be followed. If any these conditions are violated the owner of the property will be in violation of the Brunswick County Unified Development Ordinance (UDO) and all permits shall be subject to revocation and any other enforcement actions available by law.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 7:30 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on the Rezoning Case Z-771CZ to come to the podium.

Mr. Allan Yuhasz, owner of the property and general contractor, stated that he had an interest from the original owners of the property, whose business consists of occupational therapy for kids, to lease or buy one of the buildings in phase 2. Mr. Yuhaz shared that he is very active in the community and is currently president of the homebuilders' association for Brunswick County. He expressed an interest in a restaurant going in this location as well. Mr. Yuhaz stated that the use of the property would be low impact, there would not be a lot of construction, and traffic would be by appointment only. If a restaurant did locate on the property, it would operate after his business hours and any other business that would be there. The back area would be screened, gated, and not visible from the road.

Chairman Williams asked for questions from the Board. A brief discussion was held regarding the size of the property. Mr. Yuhaz expressed an interest in buying an additional parcel behind the location to move the storage portion further back.

## **ADJOURN**

Chairman Williams closed the Public Hearing at 7:32 p.m.

## **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Z-771CZ (SBR-6000 to C-LD-CZ)**

The Board of Commissioners finds that the proposed zoning amendment is NOT consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed zoning amendment is not consistent with the Comprehensive Plan (CAMA Land Use Plan), however, a CAMA Land Use Plan Map amendment has been requested.

The Board of Commissioners further finds that the approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community: There are conditions

# DRAFT

proposed by staff and there was no opposition at neither the neighborhood meeting nor the Planning Board meeting

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interests for the following reasons: The subject property is adjacent to a major thoroughfare and the conditional uses will be beneficial to the neighborhood.

Therefore, on the basis of all the information provided including the foregoing, Chairman Williams moved to order approval of First and Second Readings to amend the Brunswick County Unified Development Ordinance Zoning Map from SBR-6000 (Site Built High Density Residential) to C-LD-CZ (Commercial Low-Density Conditional Zoning) (Z-18-771CZ).

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

#### 4. **Planning - Z-772 (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) (Z-18-772).

Ms. Dixon explained that Z-772 is a proposed rezoning for tax parcels 1110002202, 1110002203, 1110002205 and 1110002206 from RR to C-LD. The property is located on both sides of US 17 (Ocean Highway). The request has a land use amendment as well.

### **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 7:33 p.m.

### **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on the Rezoning Case Z-772 to come to the podium.

Mr. Don Harley, Commercial Real Estate Broker representing the owners of the property, stated that they feel this is the right way to market this property based on the Comprehensive Plan and Rezoning from C-LD from RR. He added that the traffic patterns on US 17 promotes this rezoning as well.

Chairman Williams asked for question from the Board for Ms. Dixon. There were no questions.

### **ADJOURN**

Chairman Williams closed the Public Hearing at 7:34 p.m.

### **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Z-772 (RR to C-LD)**

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The Board of Commissioners finds that the proposed zoning amendment is NOT consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed zoning amendment is not consistent with the Comprehensive Plan (CAMA Land Use Plan), however, a CAMA Land Use Plan Map amendment has been requested.

The Board of Commissioners further finds that the approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community: There is similar zoning nearby.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interests for the following reasons: The property is adjacent to a major thoroughfare and other commercial property.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Cooke moved to order approval of First and Second Readings to amend the Brunswick County Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) (Z-18-772).

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

5. **Planning - Z-775 (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from C-LD (Commercial Low Density) and R-6000 (High Density Residential) to C-LD (Commercial Low Density) (Z-18-775).

Ms. Dixon explained that Z-775 is a proposed rezoning for tax parcels 232HC00802, 232HC00803 and 232HC00801 from R-6000 and C-LD to C-LD. Ms. Dixon noted that one of the parcels is currently split-zoned and that this case has a land use amendment to commercial.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 7:36 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on the Rezoning Case Z-775 to come to the podium.

Ms. Heather Burkert, H. Burkert and Company Land Planning, representing the applicant, stated that the rezoning is consistent with the adjacent property on the left and would create a nice node of commercial instead of just having a commercial strip along the road frontage.

Chairman Williams asked for questions from the Board. There were no questions.

## **ADJOURN**

Chairman Williams closed the Public Hearing at 7:37 p.m.

## **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Z-775 (C-LD & R-6000 to C-LD)**

The Board of Commissioners finds that the proposed zoning amendment is NOT consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed zoning amendment is not consistent with the Comprehensive Plan (CAMA Land Use Plan), however, a CAMA Land Use Plan Map amendment has been requested and the property is split-zoned.

The Board of Commissioners further finds that the approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community: The area is in transition and the change will encourage a town and village center rather than commercial strip development.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interests for the following reasons: The change will encourage a town and village center rather than commercial strip development.

Therefore, on the basis of all the information provided including the foregoing, Chairman Williams moved to order approval of First and Second Readings to amend the Brunswick County Unified Development Ordinance Zoning Map from C-LD (Commercial Low Density) and R-6000 (High Density Residential) to C-LD (Commercial Low Density) (Z-18-775).

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

6. **Planning - Z-776 (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from R-6000 (High Density Residential) to C-LD (Commercial Low Density) (Z-18-776).

Ms. Dixon explained that Z-776 is a proposed rezoning for tax parcel 243PI025, located on Allred Street next to the Ocean Isle Marina and Yacht Club, from R-6000 to C-LD.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 7:38 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on the Rezoning Case Z-776 to come to the podium.

Mr. Tim Moon, owner, stated that he purchased the property for overflow parking from the marina.

Chairman Williams asked for questions from the Board. There were no questions.



## **ADJOURN**

Chairman Williams closed the Public Hearing at 7:39 p.m.

## **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Z-776 (R-6000 to C-LD)**

The Board of Commissioners finds that the proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed amendment is consistent with the Comprehensive Plan (CAMA Land Use Plan) as the area is currently zoning for commercial use.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons: The area is currently classified as mixed use and there was no opposition from the public.

Therefore, on the basis of all the information provided including the foregoing, Vice-Chairman Thompson moved to order approval of First and Second Readings to amend the Brunswick County Unified Development Ordinance Zoning Map R-6000 (High Density Residential) to C-LD (Commercial Low Density) (Z-18-776).

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

### **7. Planning - Text Amendment (UDO-18-06) (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings of the Proposed Unified Development Ordinance Text Amendments (UDO-18-06) for Campgrounds and Outdoor RV Resorts.

Ms. Dixon explained that UDO-18-06 is a text amendment for Campgrounds and Outdoor RV Resorts. Staff has received feedback from the applicants and designers that the current requirements are too restrictive, therefore staff proposed amendments to provide some flexibility in the regulations. Ms. Dixon asked Mr. Marc Pagès to present the proposed amendments.

Mr. Pagès reviewed the following amendments: Amendment 1 updates references to camp parcels or lots to campsites; Amendment 2 will reduce the minimum number of campsites from 15 to 1; Amendment 3 will combine several street standards into one; Amendment 4 will allow up to 40% of the campsites in a campground to contain camping cabins; Amendment 5 will allow up to 40% of the campsites in an Outdoor RV Resort to contain camping cabins, cabins, yurts and/or tiny homes; Amendment 6 reduces the minimum campsite sizes for Outdoor RV Resorts; Amendment 7 allows campsites to be subdivided and sold to individuals.

Chairman Williams opened the floor to questions from the Board. A brief discussion was held regarding the length of times campers may remain in campgrounds and Outdoor RV Resorts.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 7:56 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on text amendment UDO-18-06 to come to the podium. No one wished to speak.

Chairman Williams asked for any other question from the Board. There were no questions.

## **ADJOURN**

Chairman Williams closed the Public Hearing at 7:56 p.m.

## **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Campgrounds and RV Resorts**

The Board of Commissioners finds that the proposed text amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: There is no impact to the Comprehensive Plan (CAMA Land Use Plan).

The Board of Commissioners further finds that the proposed text amendment is reasonable and in the public interests for the following reasons: The proposed zoning amendment comports with industry standards.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Forte moved to order approval of First and Second Readings of the Proposed Unified Development Ordinance Text Amendments (UDO-18-06) for Campgrounds and Outdoor RV Resorts.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

ORDINANCE NUMBER UDO-18-06

## **AN ORDINANCE AMENDING THE BRUNSWICK COUNTY UNIFIED DEVELOPMENT ORDINANCE**

The Brunswick County Board of Commissioners in regular session duly assembled does hereby ordain:

The Brunswick County Unified Development Ordinance is hereby amended as follows:

- 1) Amend Article 5, Section 5.3.8., Outdoor Lodging, to update references to camp “parcels” or “lots” to camp “sites” within an Outdoor RV Resort throughout this section.
- 2) Amend Article 5, Section 5.3.8.A.4.iv., Outdoor Lodging, as follows:
  - A. Campground (including Government-Operated)
    4. Design Standards
      - iv. A campground shall contain at least ~~45~~ 10 campsites.

- 3) Amend Article 5, Section 5.3.8.A., 5.iii.d and e, Outdoor Lodging, as follows:
  - A. Campground (including Government-Operated)
    5. Parking and Streets
      - iii. Internal Street Standards
        - ~~d. Additional Internal Street Standards for Campgrounds in the RR and C-LD Zoning Districts:~~
        - ~~e. Additional Internal Street Standards for Campgrounds in MR 3200 Zoning Districts:~~
          - ~~(1) All internal streets must be either paved or surfaced with a pervious pavement system that meets or exceeds the North Carolina Department of Transportation (NCDOT) strength and durability standards for Subdivision Roads.~~
- 4) Amend Article 5, Section 5.3.8.A.4.xiv., Campground (including Government- Operated), as follows:
  - A. Campground (including Government-Operated)
    4. Design Standards
      - xiv. Up to 40% of the campsites in a campground may contain camping cabins. Only one camping cabin per campsite is permitted.
- 5) Amend Article 5, Section 5.3.8.C.7. xi., Outdoor RV Resorts, as follows:
  7. General Design Standards
    - xi. Up to 40% of the campsites in an Outdoor RV Resort may contain camping cabins, cabins, yurts and/or tiny homes. Only one camping structures per campsite is permitted.
- 6) Amend Article 5, Section 5.3.8.C.7. vii., Outdoor RV Resorts, as follows:
  7. General Design Standards
    - vii. Minimum ~~parcel~~ campsites requirements are as follows:
 

Minimum RV Lot-Campsite Requirements			
Lot	Campsite	Size (sq ft)	2,400 1,920
Lot	Campsite	Width (feet)	40 32
- 7) Amend Article 5, Section 5.3.8.C.1., Outdoor RV Resorts, as follows:
  - C. Outdoor RV Resorts
    1. Intent
 

The intent of an Outdoor Recreational Vehicle (RV) Resort is to provide sites for the placement and occupancy of recreational vehicles and self-contained travel trailers on ~~individually owned lots~~ campsites with the necessary accessory uses and amenities. Design standards are intended to ensure adequate utilities and facilities and to promote compatibility with adjacent uses. Campsites may be subdivided and sold to individuals.

## VIII. ADMINISTRATIVE REPORT

1. **Administration - Enterprise Infrastructure Financing and Rate Analysis (Ann Hardy, County Manager)**  
 Request that the Board of Commissioners approve the initial resolution and the engagement of Parker Poe as Bond Counsel, Raftelis Financial Consultants, Inc. to perform a rate and

feasibility study and Robert W. Baird & Co., Incorporated to serve as the managing underwriter and or/placement agent on the Combined Enterprise Systems Revenue Bonds, Series 2020A and Combined Enterprise Systems Revenue Bonds, Series 2020B (financed through WIFIA program).

Mrs. Hardy explained that approval of the initial resolution would move forward the County's plan to finance improvements to the water and sewer systems. This would finance the Northwest 12mgd water plant expansion estimated at \$38.2 million, the Northwest Water Plant Low Pressure Reverse Osmosis Treatment System estimated at \$99.6 million, a 54" raw water line that is parallel to the current raw waterline built in conjunction with Lower Cape Fear Water & Sewer Authority with an option for Pender County estimated at \$39 million, and the Northeast Brunswick Regional Wastewater Treatment Plant 2.5mgd expansion estimated at \$39 million. If approved, approximately \$216 million of debt will be issued next January. Parker Poe's fee proposal was \$60,000 for the revenue bond, and if the County moves forward with the WIFIA financing, an additional \$75,000 would be added. The County must provide the Local Government Commission an independent analysis of the County's ability to incur this amount of debt which would be prepared by Raftelis. Mrs. Hardy noted that several wholesale contracts are set to expire in 2020 and with issuing \$216 million in debt, it is time to look at all rates versus costs in terms of retail rates versus wholesale rates to prepare new contracts. Raftelis' fee is \$80,737. If revenue bonds are issued, an underwriter will be needed to sell the debt to the public. Mr. Ryan Maher of Robert W. Baird will work with the County to issue revenue bonds at a cost of \$3.75/\$1,000 par amount plus assist with the federal financing of \$25,000.

Mrs. Hardy noted that, while there will be some impact to the customers for the advanced treatment, the County is seeking to recover as much funds as possible from those that caused the County to need advanced treatment.

Following discussion Commissioner Forte moved to approve the initial resolution and engagement of the entities as presented.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF  
BRUNSWICK, NORTH CAROLINA, DIRECTING APPLICATION TO THE UNITED  
STATES ENVIRONMENTAL PROTECTION AGENCY FOR A WATER  
INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) LOAN, TO THE  
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF THE WIFIA LOAN AND  
OTHER ENTERPRISE SYSTEMS REVENUE BONDS; REQUESTING LOCAL  
GOVERNMENT COMMISSION APPROVAL OF THE COUNTY'S WIFIA LOAN AND  
OTHER ENTERPRISE SYSTEMS REVENUE BONDS AND CERTAIN RELATED  
MATTERS**

**WHEREAS**, the Board of Commissioners (the "*Board*") of the County of Brunswick, North Carolina (the "*County*") hereby determines that it is necessary to improve its water and sanitary sewer systems (collectively, the "*Enterprise Systems*"); and

**WHEREAS**, the Board is considering the issuance of not to exceed \$216,000,000 County of Brunswick, North Carolina Enterprise Systems Revenue Bonds (the "*2020 Bonds*"), in one or more series, one of which is expected to be a WIFIA loan, to (a) finance various improvements to the County's water and wastewater systems, including, but not limited to, expansion of and improvements



to the Northwest Water Plant, construction of a raw water main to connect the Lower Cape Fear Water and Sewer Authority, and expansion of the Northeast Regional Wastewater Treatment Plant (collectively, the “*Project*”) and (b) pay the costs of issuing the 2020 Bonds; and

**WHEREAS**, the Board wishes to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel; (2) retain Robert W. Baird & Co. and, if necessary, to an additional financial institution to be determined by the Director of Fiscal Operations (collectively, the “*Underwriters*”); and (3) retain U.S. Bank National Association, as trustee for the 2020 Bonds; and

**WHEREAS**, the Board desires that the Director of Fiscal Operations of the County file with United States Environmental Protection Agency (EPA) an application for a Water Infrastructure Finance and Innovation Act (WIFIA) loan and the Local Government Commission of North Carolina (the “*Commission*”) an application for its approval of the 2020 Bonds, part of which will constitute the WIFIA loan, on a form prescribed by the Commission, requesting that the Commission approve the negotiation of the sale of certain of the 2020 Bonds to the Underwriters and the portion of the 2020 Bonds representing the WIFIA loan to the EPA or other Federal agency as may be designated by EPA; and

**WHEREAS**, in connection with such applications, the Board wants the Director of Fiscal Operations (1) to provide the EPA and the Commission with such facts and information in regard to the 2020 Bonds and to the County and its financial condition as the Commission may require and (2) to take all other action necessary for the issuance of the 2020 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AS FOLLOWS:**

**Section 1.** The 2020 Bonds are to be issued by the County for the purpose of providing funds (a) to finance the costs of the Project and (b) to pay the costs of issuing the 2020 Bonds.

**Section 2.** The use of Parker Poe Adams & Bernstein LLP, the Underwriters and U.S. Bank National Association is hereby approved in connection with the County’s issuance of the 2020 Bonds. In addition, to the extent necessary, the Director of Fiscal Operations is hereby authorized to engage feasibility consultants, rating agencies and other third parties that may be necessary in order to execute the transactions contemplated by this Resolution.

**Section 3.** The filing of the applications with the EPA and the Commission for their respective approvals is hereby ratified and approved. The Director of Fiscal Operations of the County, with advice from the County Manager, the County Attorney and bond counsel, is hereby authorized, directed and designated to provide such information to the EPA and the Commission as may be required for approval of such applications.

**Section 4.** The Board finds and determines and asks the Commission to find and determine from the County’s application and supporting documentation as follows:

(a) the issuance of the 2020 Bonds is necessary or expedient;

(b) the maximum stated principal amount of the 2020 Bonds will be sufficient but is not excessive, when added to other moneys available for such purpose, to finance the Project;

(c) the County’s enterprise system as now constituted, and as it will be constituted after the completion of the Project, is feasible;

(d) the County’s debt management procedure and policies are excellent;  
and

(e) the 2020 Bonds can be marketed at a reasonable interest cost to the County.

**Section 5.** The Chairman of the Board, the County Manager and the Director of Fiscal Operations are hereby authorized to do any and all other things necessary to complete the steps necessary for the issuance of the 2020 Bonds.

**Section 6.** The Board requests that the Commission sell certain of the 2020 Bonds through negotiation to the Underwriters on such terms as may be agreed on and the portion of the 2020 Bonds representing the WIFIA loan to the EPA or other agency that may be designated by the EPA.

**Section 7.** This Resolution is effective on the date of its adoption.

Adopted this the 17<sup>th</sup> day of December, 2018.

Frank Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

## **IX. OTHER BUSINESS/INFORMAL DISCUSSION**

Chairman Williams asked if there were any other items of business or discussion. The following items were brought forth.

1. Chairman Williams requested that staff direct the previously approved legislative goals resolution to Federal Legislators in advance of the NACo Legislative Conference and encourage other coastal counties, and counties that have dealt with hurricanes, to adopt a similar set of resolutions to take to Washington, D.C.
2. A discussion was held regarding the public comment policy and the need to invoke the option of a spokesperson for large groups wishing to comment on the same topic in an effort to provide additional members of the public time to address other topics.

Commissioner Forte moved that the spokesperson rule be enforced for groups speaking on the same topic when staff is made aware that they are coming.

Chairman Williams asked for discussion on the motion.

Following discussion, Chairman Williams read the portion of the Public Comment Policy related to designating a spokesperson.

Following additional discussion, Commissioner Forte withdrew the motion.

Commissioner Sykes moved to direct the County Attorney to review the Public Comment Policy for possible revisions.

It was the consensus of the Board to leave the policy as is and give further consideration to possibly invoking the spokesperson option.

Following discussion, Commissioner Sykes withdrew the motion.

**X.     ADJOURNMENT**

Commissioner Cooke moved to adjourn at 8:28 p.m. The vote of approval was unanimous.

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Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

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Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 5.**

**From:** County Attorney - Special Sewer Assessment Release  
Bryan Batton, Asst. County Attorney

**Issue/Action Requested:**

Request that the Board of Commissioners approve the agreement for the release and refund of special sewer assessment #12 (Boiling Spring Lakes) for Parcel # 1410000220.

**Background/Purpose of Request:**

The property owners for Parcel #1410000220 requested a release of the special assessment for their parcel based upon the attached wetlands information. The entire parcel appears to be comprised of wetlands. The current tax value of the parcel is \$18,450.00. The full assessment on the parcel was \$22,190.00. The current balance on the assessment is \$18,434.64. To date, the property owner has paid \$3,855.34 in principle and \$2,664.66 in interest.

The proposed agreement will release the remaining balance of the assessment and refund the money previously collected. The agreement also contains a claw-back provision. In the event, a development permit is issued for an part or portion of the wetlands, the assessment for that portion will become due.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

To approve the agreement for the release and refund of special assessment #12 (Boiling Spring Lakes) for Parcel #1410000220.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the agreement for the release and refund of special sewer assessment #12 (Boiling Spring Lakes) for Parcel # 1410000220.

**ATTACHMENTS:**

Description

- ☐ Release and Refund Request
- ☐ Lidar Map
- ☐ Brunswick County Wetlands Layer
- ☐ Agreement



Subject:Information request for Attorney Ryan Batton

In reference to our phone conversation on 11/2/18 concerning the property I own on Hwy 87,Boiling Spring Lakes,NC.

REFERENCE PROPERTY: L-74 S-25 WBSL TIMBER TRACTS PLAT  
G/117

PARCEL #: 1410000220 (KING GEORGE HWY 87 BSL)

ACCOUNT#: 23564430

REQUEST: Release of property from sewer assessment and refund of fees paid on this parcel of UNBUILDABLE WETLANDS and lowering of property taxes.

EXPLANATION: After purchasing this property from Reeves Telecom in May of 1999 as a future investment,I am now retired and have decided to develop this property since county sewer and water have become available.Upon consulting with Gary Beecher of the Army Corp of Engineers in Wilmington I have been told that the entire parcel is considered "WETLANDS" and can NOT be developed or built on.I can not understand how the Brunswick County Sewer Department would not have discovered this before providing sewer service to this wetlands parcel,and gone ahead with sewer assessment fees levied on me.This can plainly be seen through access of the LIDAR IMAGE MAP on public record in the Brunswick County pdf file. The only use of this land would be as a natural wildlife

refuge and kept in its natural state. Therefore I am making this request that it be released from the sewer assessment and lowering the property taxation.

Thank-you for your time and consideration in this matter.

I am including the attachment of the LIDAR MAP.

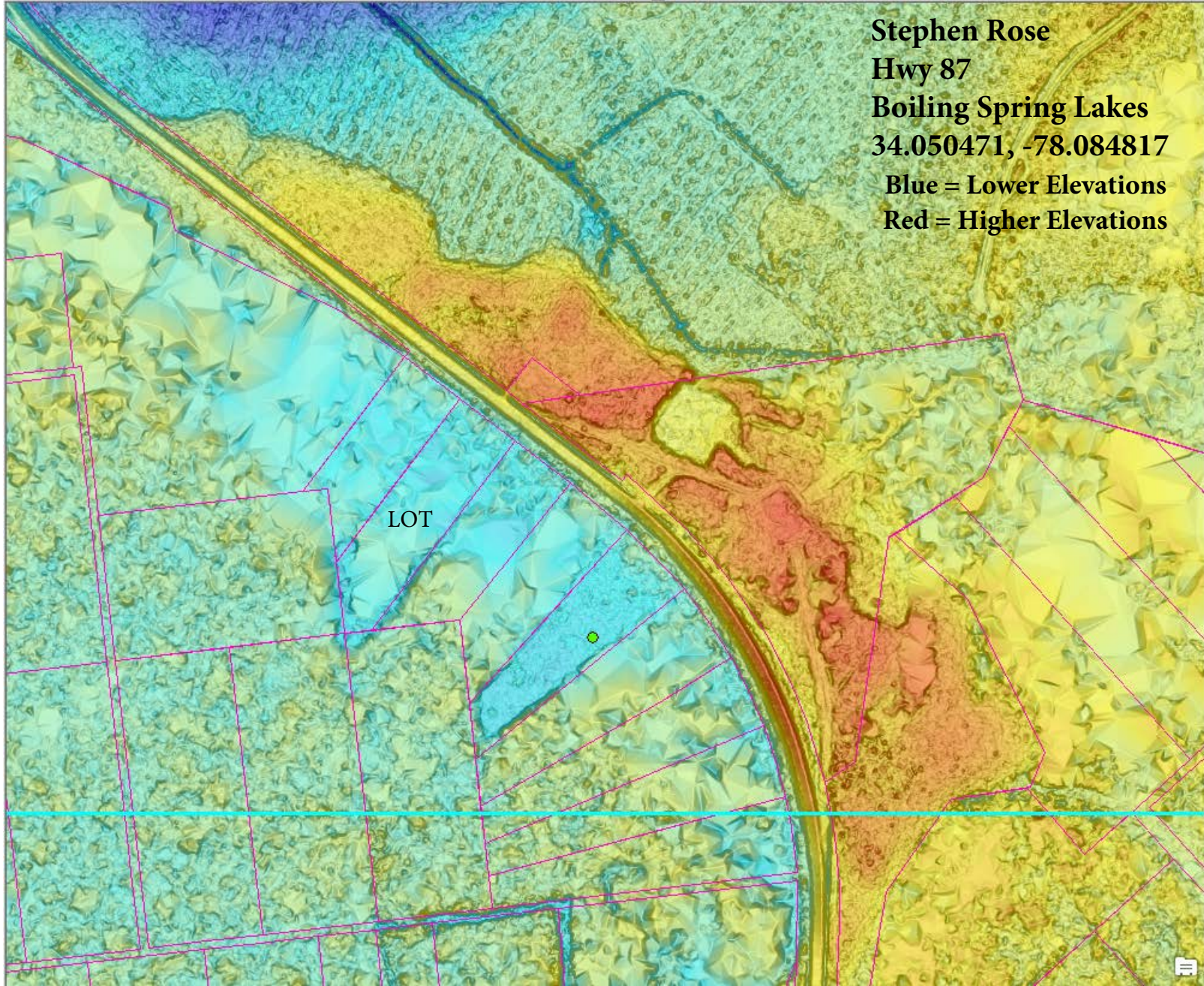
Respectfully,

Stephen S. Rose  
382 Walnut Road  
Southport, NC 28461  
772-834-2552  
srosebud555@gmail.com

PLEASE EMAIL ME AN ACKNOWLEDGEMENT OF RECEIPT

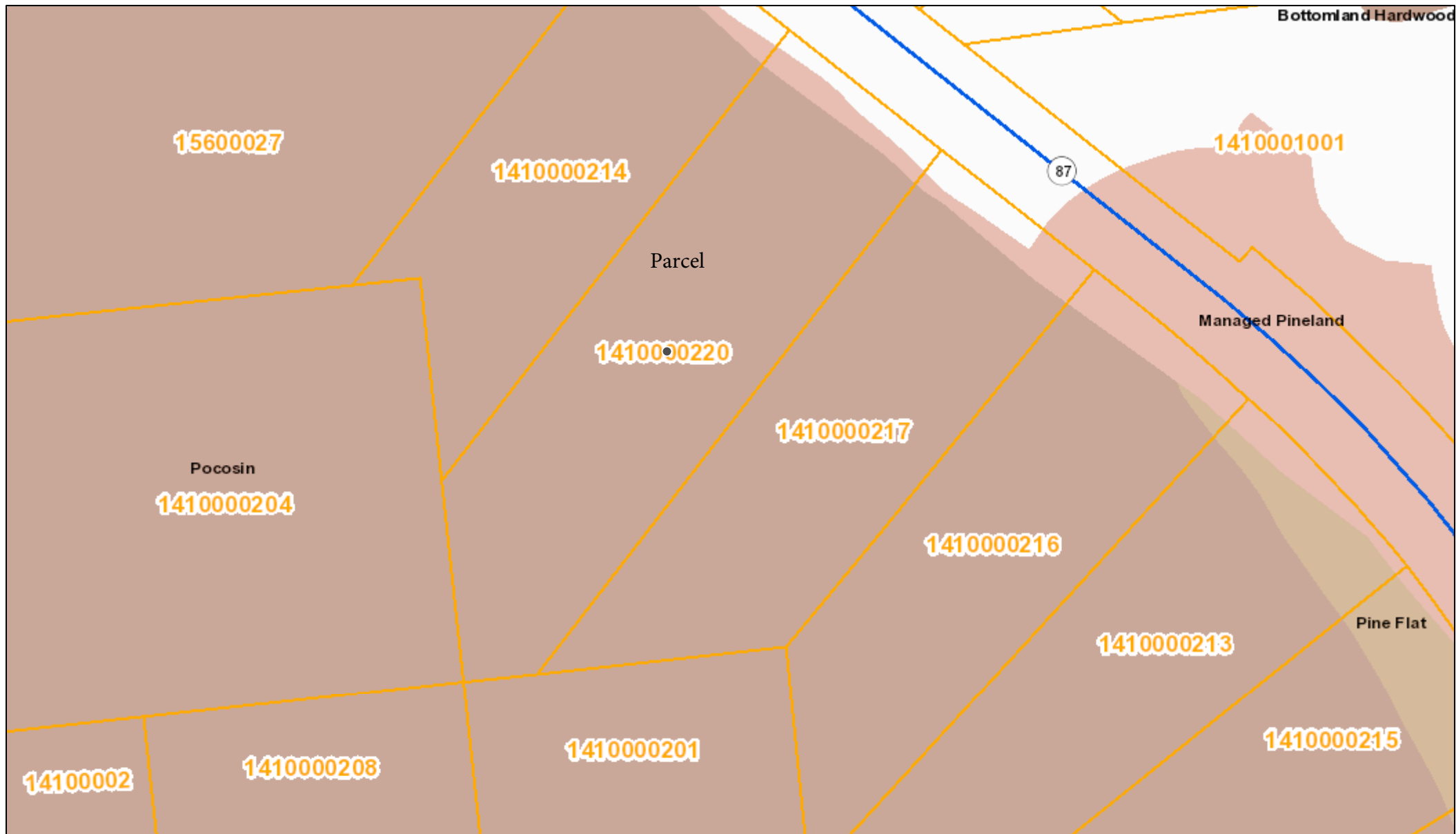
**Stephen Rose**  
**Hwy 87**  
**Boiling Spring Lakes**  
**34.050471, -78.084817**  
**Blue = Lower Elevations**  
**Red = Higher Elevations**

LOT





# Brunswick County GIS Data Viewer Wetlands Map



12/21/2018, 10:18:20 AM

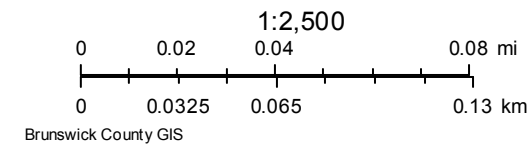
## Roads

- Interstate
- US Hwy

- NC Hwy
- State Road
- Minor

## Parcels

- Condo
- Parcel





**THIS AGREEMENT** ("Agreement") is entered into this the \_\_\_\_\_ day of January, 2019, by and between the Brunswick County, a body politic of the State of North Carolina ("County") and Steven Rose and Vicki Rose, owners of real property situate in Brunswick County and subject to certain tax and assessment powers of the County ("Taxpayers").

**RECITALS:**

- A. Taxpayers are the owner of that certain real property located on North Carolina State Highway 87 in the Boiling Spring Lakes Township, County of Brunswick, North Carolina identified as tax parcel 1410000220 consisting of approximately 4.92 acres of undeveloped land and further identified as Lot 74, Section 25, West Boiling Spring Lakes ("Property").
- B. On or about 2014 the County imposed a sewer assessment on the Property in the amount of \$22,190.00 based on the 4.92 acres ("Assessment"). Taxpayer has paid \$3,855.34 in principle and \$2,664.66 in interest.
- C. Taxpayers object to the assessment on the basis that according to LIDAR mapping and Brunswick County Geodetic Information Systems mapping of the property, 100% (one hundred percent) of the Property is comprised of wetlands (the "Wetlands") and 0% of the Property is comprised of uplands (the "Uplands"). As such 100% of the Property is not currently subject to development. Further, no portion of the property would benefit by the sewer project ("Objection").
- D. Based on the Objection, the County has agreed that Taxpayers should not be required to pay the total Assessment and should not become due and payable unless and until the Wetlands portion of the Property is permitted for development, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

- 1. The monies paid toward the assessment in the amount of \$3,855.34 in principle and \$2,664.66 in interest shall be refunded to taxpayer. The remaining Assessment in the amount of \$18,304.66 and Interest in the amount of \$129.98 will be held in abeyance without interest and until a development permit is issued for any part or portion of the Wetlands. In the event a development permit is issued, a part or portion of the Wetlands Assessment shall become due and payable bearing the same percentage to the original Wetlands Assessment as the area encompassed within the development permit bears to the total overall Wetlands. No interest shall accrue on the Wetlands Assessment during the time it is held in abeyance.
- 2. Any and all interest, fees or other charges related to the Assessment as of the date of this Agreement are waived.
- 3. Nothing herein shall impose personal liability on Taxpayer for the Assessments, the same solely being an in re charge against the Property.

4. Upon payment of any part or portion of the Wetlands the part or portion subject to the permit giving rise to the obligation to pay the assessment shall be released from the entirety of the Assessment.

5. This agreement shall be binding on all subsequent owners of the Property.

Executed effective on the last date signed by any of the Parties hereto.

COUNTY OF BRUNSWICK

By: \_\_\_\_\_  
Date: \_\_\_\_\_

TAXPAYER:

\_\_\_\_\_  
Stephen S. Rose  
\_\_\_\_\_  
Vicki T. Rose  
Date: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_ of County of Brunswick.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[Notarial Stamp or Seal]

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that **Stephen S. Rose and Vicki T. Rose** personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed/Typed Name of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[Notarial Stamp or Seal]



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**  
Lyle Johnston

**Action Item # V. - 6.**

Emergency Services - Renewal of Contract with EMSMC for  
EMS Billing Service

**Issue/Action Requested:**

Request that the Board of Commissioners approve the renewal contract for EMS billing services at a fee of 6.4% of Net Collections.

**Background/Purpose of Request:**

Attached is the contract between Brunswick County and EMSMC. This is the billing company that handles our EMS billing. The contract has been reviewed by the County Attorneys Office. This is a renewal of a current contract.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the renewal contract for EMS billing services at a fee of 6.4% of Net Collections.

**ATTACHMENTS:**

Description

- ☐ Emergency Services EMS|MC Contract

## **BILLING SERVICES AGREEMENT**

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this day of December 2018 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and BRUNSWICK COUNTY, (hereinafter "Client").

### **WITNESSETH:**

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **1. ENGAGEMENT.**

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as the parties deem mutually appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. EMS|MC shall also provide to Client software in accordance with Exhibit A (the "Software").

c. Collectively, the RCM Services, the Software and any other services that EMS|MC provides to Client shall be referred to as the "Services".



## **2. EMS|MC Responsibilities.**

a. EMS|MC will provide the RCM Services in material compliance with all applicable state, federal and local laws, rules and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain and provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, all records pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client and its authorized representatives shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

**3. RESPONSIBILITIES OF CLIENT.** The following responsibilities of Client are a condition of EMS|MC's Services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
  - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
  - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
  - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
  - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall reasonably cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide if Client deems that such training is necessary and appropriate. EMS|MC shall be solely responsible for any damage to or loss of Client's equipment, facilities, property and/or data arising out of the negligent or willful acts or omissions of EMS|MC or its



subcontractors. In the event that EMS|MC causes damage to Client's equipment or facilities, EMS|MC shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality prior to such damage.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all relevant new employees, as determined by Client in its sole and absolute discretion, will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

#### **4. EMS|MC WEB PORTALS.**

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

## **5. COMPENSATION OF EMS|MC.**

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 6.4% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay any fees associated with the Software as set forth in Exhibit A (the "Software Fee"). Together, the RCM Fee and the Software Fee as referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10<sup>th</sup>) day of each month for the Compensation due to EMS|MC for the previous calendar month. If undisputed, the Compensation amount reflected on the invoice shall be paid in full within thirty (30) days of receipt of the invoice by Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid more than five (5) days after the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the Payment Date for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the

patient demographics provided by the Client, the parties shall negotiate a fee change in good faith and will amend this Agreement accordingly. If the parties cannot reach a mutual agreement regarding a fee change, either party may terminate this Agreement without further obligation. Notwithstanding the foregoing, in the event of early termination, Client agrees to pay all undisputed amounts for Services performed by EMS|MC up to and including the effective date of termination.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances. Notwithstanding the foregoing, in the event that Client disputes in good faith an allegation of breach by EMS|MC, EMS|MC agrees that it will not terminate this Agreement or suspend or limit any Services, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

## **6. TERM OF AGREEMENT.**

a. This Agreement shall be effective commencing on November 1, 2018 and shall thereafter continue through October 31, 2021 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination without Cause.** Client may terminate this Agreement at any time without cause by giving ninety (90) days' written notice to EMS|MC.

c. **Non-Appropriation.** If the Board of County Commissioners does not appropriate the funding needed by Client to make payments under this Agreement for a given fiscal year, Client will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Client will promptly notify EMS|MC of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by Client which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

d. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

e. **Immediate Termination.** This Agreement may be terminated immediately as a result of the following:

- i. By EMS|MC if Client fails to make timely payments due under this Agreement;
- ii. By either party in the event of injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. By either party in the event of harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. By either party upon the commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.
- v. By Client if EMS|MC becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against it, has a receiver or trustee appointed for substantially all of its property, or if EMS|MC allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

## **7. RESPONSIBILITIES UPON TERMINATION.**

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial



and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(d) or 6(e), EMS|MC shall have no obligation to provide any Services after the date of termination.

## **8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

#### **9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.**

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending two (2)) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire as an employee, consultant, contractor, or otherwise, an EMS|MC employee in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. The foregoing shall not apply to the hiring of an individual in response to a general advertisement for employment not directed to any particular individual. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

#### **10. PRIVACY.**

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests and defend against production of such information at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). The restrictions regarding the use and disclosure of Confidential Information do not apply to information that: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; (e) is disclosed with the prior written consent of the Disclosing Party; or (f) is required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes; provided, however, that such disclosure is subject to the notice provisions to the Disclosing Party set forth above.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities

permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

#### **11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION**

a. Each Party acknowledges that, to the extent permitted by law, the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED HEREIN OR IN THE APPLICABLE EXHIBIT, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. CLIENT AGREES THAT USE OF THE SERVICES IS AT CLIENT'S SOLE RISK; AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMS|MC EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twenty-four (24) months prior to the event giving rise to the Claim (the "Liability Cap"). Nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.



f. Subject to the Liability Cap and the Non-Direct Damages Waiver, EMS|MC shall defend, indemnify and hold harmless Client, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against Client or which Client must pay and incur 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 EMS|MC, its employees or agents. EMS|MC further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. EMS|MC shall be fully responsible to Client for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it.

g. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. This Section shall survive any expiration or termination of this Agreement.

h. Should a Claim arise, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any Claim prior to the bringing of any suit or action.

**12. INSURANCE.** EMS|MC shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by Client with limits acceptable to Client. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include Client as an additional insured and as a certificate holder. EMS|MC

shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by Client. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. EMS|MC shall have no right of recovery or subrogation against Client (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 aforementioned insurance.

**13. WORKER'S COMPENSATION.** To the extent required by law, EMS|MC shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event EMS|MC is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, EMS|MC shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling EMS|MC obligations under this Agreement. EMS|MC agrees to furnish Client proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

#### **14. REMEDIES.**

a. Right to Cover. If EMS|MC fails to meet any completion date or resolution time set forth, due to no fault of Client, the Client may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

- i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and EMS|MC is again able to resume performance under this Agreement; and
- ii. Deduct any and all expenses incurred by Client in obtaining or performing the Services from any money then due or to become due EMS|MC and, should the Client's cost of obtaining or performing the Services exceed the amount due EMS|MC, collect the amount due from EMS|MC

b. Right to Withhold Payment. Client reserves the right to withhold any portion, or all, of a scheduled payment if EMS|MC fails to perform under this Agreement until such breach has been fully cured.

c. Setoff. Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. Other Remedies. Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

## **15. GENERAL.**

a. Status of Parties. The parties agree that EMS|MC shall act as an independent contractor and shall not represent itself as an agent or employee of client for any purpose in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client. EMS|MC represents that it has or will secure, at its own expense, all personnel required to perform the Services under this Agreement. Accordingly, EMS|MC shall be responsible for the payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees required.

b. Divestment from Companies that Boycott Israel. EMS|MC hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

c. Debarment. EMS|MC hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. EMS|MC must notify Client within thirty (30) days if debarred by any governmental entity during this Agreement.

d. Non-Discrimination in Employment. EMS|MC shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination.

EMS|MC shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event EMS|MC is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Client, and EMS|MC may be declared ineligible for further Client agreements.

e. Compliance with E-Verify Program. Pursuant to N.C.G.S. § 143-133.3, EMS|MC understands that it is a requirement of this Agreement that EMS|MC and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, EMS|MC agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and EMS|MC shall require its subcontractors to do the same. Upon request, EMS|MC agrees to provide Client with an affidavit of compliance or exemption.

f. Governmental Immunity. Client, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

g. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

h. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

i. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Brunswick County EMS  
PO Box 249  
Bolivia, NC 2842



EMS|MC:

EMS Management & Consultants, Inc.  
Chief Executive Officer  
2540 Empire Drive  
Suite 100  
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

j. Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

k. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

l. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

m. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

n. Force Majeure. Neither party will be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

o. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

p. Signatures. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

q. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 11, and 14 – 15.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Brunswick County

By: 

By: \_\_\_\_\_

Print Name: Allan Logie

Print Name: \_\_\_\_\_

Title: CPD

Title: \_\_\_\_\_

Date: 12-11-2018

Date: \_\_\_\_\_

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

\_\_\_\_\_  
**Julie A. Miller, Finance Director**  
**Brunswick County, North Carolina**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Brunswick County Attorney/Asst Attorney**

## **Exhibit A**

### **Software**

1. **Software.** Client will use the following ePCR software: emsCharts, ("Vendor").

2. **Software Fees.** Client shall pay **no additional fees** for the Software. EMS|MC will pay the Software vendor for the full cost of the Software pursuant to the agreement between EMS|MC and the Software Vendor. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement. Client is responsible for ensuring that it has a copy of all data maintained in the Software prior to termination of this Agreement or paying for continued use of and access to the data maintained in the Software.

3. If required by the Vendor, Client will enter into an agreement with the Vendor for use of the Software and comply with all terms and conditions of such agreement.

4. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments.

5. **No EMS|MC Warranty.** EMS|MC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE ePCR SOFTWARE.

6. Description of what is included in the subscription.

emsCharts Base Package

Geocoding

emsCharts Tablet

CAD Import

EKG import to Web



## **Attachment 1**

### **Business Associate Addendum**

This Business Associate Addendum (the "Addendum") is made effective the 31st day of October 2018, by and between Brunswick County hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

#### **I. DEFINITIONS**

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

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of

protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

## II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. 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 Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.



IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. 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 Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered

Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the 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.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum 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 Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

**Business Associate:**

**Covered Entity:**

**EMS Management & Consultants, Inc.**

**Brunswick County**

By: Allan Logie

By: \_\_\_\_\_

Print: Allan Logie

Print: \_\_\_\_\_

Title: CPO

Title: \_\_\_\_\_

Date: 12-11-2018

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Brunswick County Attorney/Asst Attorney**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 7.**

**From:** Engineering - Hwy 74/76 Warehouse and Bailey Street Water Main  
Wm. L. Pinnix, P.E. - Engineering Director Final Adjusting Deductive Change Order

**Issue/Action Requested:**

Request that the Board of Commissioners review and approve the final adjusting change orders with Carolina Civil Works, Inc., in the deductive amount of (\$84,804.51) for the Hwy. 74/ 76 Warehouse and Bailey / Randall Street water main project.

**Background/Purpose of Request:**

The Hwy. 74/76 and Bailey / Randall Street water main project is complete and the new water mains are in service.

During the design phase Public Utilities recognized the need for a 12-inch water interconnect from the 24-inch transmission main to the Shallotte Water Tank on Bailey Street. For financial tracking purposes, and because there was a grant associated with the warehouse water main project, the two water mains were set up as separate projects but were designed and bid as one overall project for cost savings. During construction the project costs were also tracked separately with the contractor.

There are therefore two final adjusting change orders and both are deductive. These are:

Warehouse Water Main: (\$62,356.85)

Bailey / Randall Street Water Interconnect: ( \$22,447.66)

Total Contract Deductive Change Order: (\$84,804.51)

These adjusting change orders reconcile actual installed quantities versus bid quantities and also contain the return of unused construction allowances.

The original contract cost with Carolina Civil Works was \$1,015,039, and the deductive change order of (\$84,804.51) adjusts the contract downward to a final contract price of \$930,234.49.

Staff recommends Board approval of the final deductive adjusting order of (\$84,804.51) with a final contract price of (930,234.49).

**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 review and approve the final adjusting change orders with Carolina Civil Works, Inc., in the deductive amount of (\$84,804.51) for the Hwy. 74/ 76 Warehouse and Bailey



/ Randall Street water main project.

**ATTACHMENTS:**

Description

- ▣ Hwy 74/76 and Bailey FACO HDR Cover Letter
- ▣ Hwy 74/76 Warehouse Final Adj CO
- ▣ Hwy 74/76 Bailey Final Adj CO
- ▣ Hwy 74 / 76 Warehouse Water Main \_ GIS
- ▣ Bailey / Randall St Interconnect \_ GIS



RECEIVED  
12/17/18  
B.C. Eng. Dept.

December 14, 2018

Mr. Bill Pinnix, PE  
Engineering Services Director  
Brunswick County  
P. O. Box 249  
Bolivia, North Carolina 28422

Re: Hwy 74/76 Warehouse Fire Protection Main  
Brunswick County, North Carolina  
HDR Project Number 10046184

Dear Mr. Pinnix:

Enclosed please find three (3) copies of Change Order No. 1 for each segment of the referenced project. This represents the final change order for each segment of the project which includes the final adjusted quantities. Change Order No. 1 for the US 74/76 segment is a credit in the amount of \$62,356.85 and Change Order No. 1 for the Bailey Street segment is a credit in the amount of \$22,447.66. These change orders are presented to you for approval.

Should you have any questions, please do not hesitate to call.

Very truly yours,

HDR Engineering, Inc. of the Carolinas

G. Eric Williams, PE  
Project Manager

Enclosures

BRUNSWICK COUNTY  
CHANGE ORDER NO. 1

PROJECT:

US 74/76 Warehouse – Fire  
Protection Main

ORIG. TIME OF COMP. 180 days

ORIG. DATE OF COMP. November 24, 2018

CAUSE CODE:

**FOR BC USE ONLY**

- ☐ OR Owner Request  
☐ CR Contractor Request  
☐ DR Designer Request  
☐ CC Concealed Condition  
☐ DE Design Error  
☐ DO Design Omission  
☐ SC Schedule Change  
☒ OT Other-FACO

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)

See Attachment A.

The Time of Completion including previous orders is 180 calendar days and shall be ~~(increased)~~ ~~(decreased)~~ (unchanged) by calendar days by this change order for a revised Contract date of completion of November 24, 2018. (Detailed analysis supporting the requirements for a change in duration is attached)

**CONTRACT COST SUMMARY**

				TOTALS
1. Original Contract Amount				\$885,024.00
2. Amount of Previous Orders	ADD	\$0	Deduct	\$0
3. Amount of This Order:	ADD	\$0	Deduct	\$62,356.85
4. Total additions lines 2 & 3			Minus Total Deducts:	\$62,356.85 \$62,356.85
(Line 4 shall show the net amount to be added or [deducted] from the original Contract amount.)				
5. Revised Contract Total Amount				\$822,667.15

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.

Eddie Mullen By: Eddie Mullen Project Manager 12-13-2018  
(Contractor) (Date)  
G. Eric Williams By: ERIC WILLIAMS HDR PROJECT MGR. 12/14/18  
(Designer) (Date)  
Wm L. Pinnix, P.E. By: Wm L. Pinnix, P.E. COUNTY 12/19/18  
(Owner) Engineer (Date)  
By: \_\_\_\_\_  
(County Commissioners) Frank Williams, Chairman (Date)

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

Approved as to Form

Brunswick County Finance Officer

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner

1 original to Contractor

## DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE: December 11, 2018

REQUEST NO.: 1

PROJECT NAME: **US 74/76 Warehouse –  
Fire Protection Main**

OWNER: **Brunswick County**

CONTRACTOR: **Carolina Civilworks, Inc.**

DESIGNER: **HDR Engineering, Inc. of the Carolinas**

CONTRACT FOR: **US 74/76 Warehouse Fire  
Protection Main**

---

### REASON FOR CHANGE:

**Final adjusting change order quantities only**

---

### SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

**This change order is for final quantities only so no contractor breakdown is required.**

---

### DESIGNER SUMMARY:

1. Schedule items affected by this change: N/A
2. Can Contractor mitigate the change without requiring a Contract time extension? N/A
3. Will the change require a Contract time extension for other Contractors? No Which? N/A
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

	<u>CONTRACTOR'S ESTIMATE</u>	<u>DESIGNER'S ESTIMATE</u>
5. Estimated cost of change:	<u>(\$62,356.85)</u>	<u>(\$62,356.85)</u>
6. Estimated time extension field cost (if any):	<u></u>	<u></u>

### DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: *J. Eric Williams* Date: 12/14/18  
Title: PROJECT MANAGER



# ATTACHMENT A

**PROJECT: US 74/76 Warehouse Fire Protection Main**  
 OWNER: BRUNSWICK COUNTY, NORTH CAROLINA  
 CONTRACTOR: Carolina Civilworks, Inc.  
 ITEM: FINAL ADJUSTING CHANGE ORDER-BID SCHEDULE 1

ITEM NO.	ITEM DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL CONTRACT PRICE	CHANGE ORDER NO. 1 QUANTITIES	QUANTITIES THROUGH C.O. NO. 1	COST THROUGH C.O. NO. 1	INCREASE OR DECREASE
1	Mobilization (3% maximum of Total Base Bid)	LS	1	\$ 23,115.00	\$23,115.00	-	1	\$ 23,115.00	\$ -
2	12-inch Pipe	LF	4,700	\$ 37.40	\$175,780.00	(325)	4,375	\$ 163,625.00	\$ (12,155.00)
3	12-inch RJ Pipe	LF	2,900	\$ 47.55	\$137,895.00	293	3,193	\$ 151,827.15	\$ 13,932.15
4	12-inch DI Pipe	LF	20	\$ 40.00	\$800.00	(20)	-	\$ -	\$ (800.00)
5	12-inch RJ DI Pipe	LF	490	\$ 64.00	\$31,360.00	30	520	\$ 33,280.00	\$ 1,920.00
6	8-inch RJ DI Pipe	LF	40	\$ 25.00	\$1,000.00	-	20	\$ 500.00	\$ -
7	24-inch SCP by Jack and Bore	LF	490	\$ 492.00	\$241,080.00	-	490	\$ 241,080.00	\$ -
8	Horizontal Directional Drill - Sta. 0+30 to Sta. 2+30	LS	1	\$ 36,055.00	\$36,055.00	-	1	\$ 36,055.00	\$ -
9	Horizontal Directional Drill - Sta. 68+70 to Sta. 70+70	LS	1	\$ 32,459.00	\$32,459.00	-	1	\$ 32,459.00	\$ -
10	Tie-in to Existing 12-inch Water Main	EA	1	\$ 13,863.00	\$13,863.00	-	1	\$ 13,863.00	\$ -
11	12-inch Gate Valve	EA	8	\$ 2,523.00	\$20,184.00	-	8	\$ 20,184.00	\$ -
12	8-inch Gate Valve	EA	1	\$ 1,414.00	\$1,414.00	-	1	\$ 1,414.00	\$ -
13	8-inch Stub Out Sta. 81+50	EA	1	\$ 1,657.00	\$1,657.00	-	1	\$ 1,657.00	\$ -
14	8-inch RJ Plug	EA	1	\$ 195.00	\$195.00	-	1	\$ 195.00	\$ -
15	Fire Hydrant Assembly (FH, Valve)	EA	11	\$ 4,008.00	\$44,088.00	-	11	\$ 44,088.00	\$ -
16	Water Service Connection Short Side	EA	4	\$ 1,446.00	\$5,784.00	(1)	3	\$ 4,338.00	\$ (1,446.00)
17	Installation of ABC Drive (Sheet 00C-04)	LS	1	\$ 29,922.00	\$29,922.00	-	1	\$ 29,922.00	\$ -
18	Silt Fence	LF	3,100	\$ 3.40	\$10,540.00	(20)	3,080	\$ 10,472.00	\$ (68.00)
19	Sediment Tubes	EA	6	\$ 113.00	\$678.00	1	7	\$ 791.00	\$ 113.00
20	Subgrade Stabilization Pipe	TN	200	\$ 92.00	\$18,400.00	(200)	-	\$ -	\$ (18,400.00)
21	Rock Pipe Inlet Protection	EA	2	\$ 750.00	\$1,500.00	-	2	\$ 1,500.00	\$ -
22	Roll Erosion Control Product	LF	100	\$ 3.55	\$355.00	-	100	\$ 355.00	\$ -
23	Asphalt Pavement Replacement/Overlay	TN	20	\$ 354.00	\$7,080.00	(2)	18	\$ 6,372.00	\$ (708.00)
24	Gravel Driveway Replacement	LF	40	\$ 45.00	\$1,800.00	5	45	\$ 2,025.00	\$ 225.00
25	Asphalt Driveway Replacement	LF	90	\$ 48.00	\$4,320.00	(55)	35	\$ 1,680.00	\$ (2,640.00)
26	Select Fill	CY	200	\$ 46.00	\$9,200.00	(200)	-	\$ -	\$ (9,200.00)
27	Testing Allowance	LS	1	\$ 10,000.00	\$10,000.00	(0.813)	0.187	\$ 1,870.00	\$ (8,130.00)
28	Change Order Allowance	LS	1	\$ 25,000.00	\$25,000.00	(1)	-	\$ -	\$ (25,000.00)
									<b>\$ (62,356.85)</b>



BRUNSWICK COUNTY  
CHANGE ORDER NO. 1

PROJECT:

US 74/76 Warehouse - Fire  
Protection Main-Bailey Street  
CAUSE CODE:

ORIG. TIME OF COMP. 180 days

ORIG. DATE OF COMP. November 24, 2018

**FOR BC USE ONLY**

- ☒ OR Owner Request  
☐ CR Contractor Request  
  
☐ DR Designer Request  
☐ CC Concealed Condition  
☐ DE Design Error  
☐ DO Design Omission  
☐ SC Schedule Change  
☒ OT Other-FACO

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)

See Attachment A for the final adjusting quantities.

See Attachment B for the relocation of the new 12-inch water line at the Shallotte elevated storage tank.

The Time of Completion including previous orders is 180 calendar days and shall be ~~(increased)~~ ~~(decreased)~~ (unchanged) by calendar days by this change order for a revised Contract date of completion of November 24, 2018. (Detailed analysis supporting the requirements for a change in duration is attached)

**CONTRACT COST SUMMARY**

					TOTALS
1. Original Contract Amount					\$130,015.00
2. Amount of Previous Orders	ADD	\$0	Deduct	\$0	
3. Amount of This Order:	ADD	\$9,972.42	Deduct	\$32,420.08	
4. Total additions lines 2 & 3		\$9,972.42	Minus Total Deducts:	\$32,420.08	\$22,447.66

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

5. Revised Contract Total Amount \$107,567.34

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.

Eddie Mullen By: Eddie Mullen Project Manager 12-13-2018  
(Contractor) (Date)

G. Eric Williams By: ERIC WILLIAMS HDR Project MGR. 12/14/18  
(Designer) (Date)

Wm. L. Pinnix, P.E. By: Wm. L. Pinnix, PE COUNTY 12/19/18  
(Owner) ENGINEER (Date)

By: \_\_\_\_\_  
(County Commissioners) Frank Williams, Chairman (Date)

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

Approved as to Form

\_\_\_\_\_  
Brunswick County Finance Officer

\_\_\_\_\_  
Brunswick County Attorney

DISTRIBUTION: 1 original to Owner

1 original to Contractor

# DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE: December 11, 2018

REQUEST NO.: 1

PROJECT NAME: US 74/76 Warehouse –  
Fire Protection Main

OWNER: Brunswick County

CONTRACTOR: Carolina Civilworks, Inc.

DESIGNER: HDR Engineering, Inc. of the Carolinas

CONTRACT FOR: US 74/76 Warehouse Fire  
Protection Main

## REASON FOR CHANGE:

1. Final adjusting change order quantities
2. The County was unable to cut off flow on the water line the contractor was to connect to as per the design and the line was moved inside the fence at the tank to make the connection possible.

## SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

Contractor's breakdown is included as Attachment B.

## DESIGNER SUMMARY:

1. Schedule items affected by this change: N/A
2. Can Contractor mitigate the change without requiring a Contract time extension? N/A
3. Will the change require a Contract time extension for other Contractors? No Which? N/A
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:	(\$22,447.66)	(\$22,447.66)
6. Estimated time extension field cost (if any):		

## DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: S. Eric Williams Date: 12/14/18  
Title: PROJECT MANAGER

# ATTACHMENT A

PROJECT: US 74/76 Warehouse Fire Protection Main

OWNER: BRUNSWICK COUNTY, NORTH CAROLINA

CONTRACTOR: Carolina Civilworks, Inc.

ITEM: FINAL ADJUSTING CHANGE ORDER-BID SCHEDULE 2

ITEM NO.	ITEM DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL CONTRACT PRICE	CHANGE ORDER NO. 1 QUANTITIES	QUANTITIES THROUGH C.O. NO. 1	COST THROUGH C.O. NO. 1	INCREASE OR DECREASE
1	Mobilization (3% maximum of Total Base Bid)	LS	1	\$ 3,700.00	\$3,700.00	-	1	\$ 3,700.00	\$ -
2	12-inch Pipe	LF	660	\$ 48.00	\$31,680.00	(63)	597	\$ 28,656.00	\$ (3,024.00)
3	12-inch RJ Pipe	LF	200	\$ 60.00	\$12,000.00	80	280	\$ 16,800.00	\$ 4,800.00
4	12-inch DI Pipe	LF	20	\$ 52.00	\$1,040.00	(20)	-	\$ -	\$ (1,040.00)
5	12-inch RJ DI Pipe	LF	30	\$ 77.00	\$2,310.00	(30)	-	\$ -	\$ (2,310.00)
6	Tie to existing 12" Water Main	EA	1	\$ 15,280.00	\$15,280.00	-	1	\$ 15,280.00	\$ -
7	24"x12" Tapping Sleeve and Valve	EA	1	\$ 14,275.00	\$14,275.00	-	1	\$ 14,275.00	\$ -
8	12-inch Gate Valve	EA	1	\$ 2,785.00	\$2,785.00	-	1	\$ 2,785.00	\$ -
9	Silt Fence	LF	900	\$ 3.40	\$3,060.00	(900.00)	-	\$ -	\$ (3,060.00)
10	Subgrade Stabilization Stone	TN	200	\$ 92.00	\$18,400.00	(200.00)	-	\$ -	\$ (18,400.00)
11	Rock Pipe Inlet Protection	EA	1	\$ 750.00	\$750.00	-	1	\$ 750.00	\$ -
12	Roller Erosion Control Product	LF	100	\$ 3.55	\$355.00	1,916	2,016	\$ 7,156.80	\$ 6,801.80
13	Asphalt Pavement Replacement Overlay	TN	20	\$ 354.00	\$7,080.00	(5)	15.36	\$ 5,437.44	\$ (1,642.56)
14	Select Fill	CY	50	\$ 46.00	\$2,300.00	(17)	33.33	\$ 1,533.18	\$ (766.82)
15	Testing Allowance	LS	1	\$ 5,000.00	\$5,000.00	(1)	0.2443	\$ 1,221.50	\$ (3,778.50)
16	Change Order Allowance	LS	1	\$ 10,000.00	\$10,000.00	(1)	-	\$ -	\$ (10,000.00)
									<b>\$ (32,420.08)</b>



## ATTACHMENT B



## CO#1 Baily Street Waterline

Project:	US 74-76 Warehouse Fire Main	DATE:	7/17/2018
Contract:		IRN#	
Owner	Brunswick County	Engineer	HDR

**Description of change:**

The Scheduled tie in at tank could not be completed due to the county having to shut too many customers out of water because of the unknown existing valve and fitting configuration not allowing the proposed cut in to work and lack of isolation valves on the main line. **Extra work includes all labor, equipment and materials to do additional investigative digging to observe site piping for resolution.** Also Included in pricing is all the labor, equipment to remove (2) existing tees, (1) existing Hydrant leg and then install the cut in tee in near 12" altitude valve vault run proposed 12" main inside tank site fencing to crossing and install (1) new Fire hydrant leg

Materials			SUBTOTALS
	1 Total Direct Cost of Materials	\$ 2,888.94	
	2 Sales Tax	\$195.00	
	3 Overhead & Profit	\$462.59	
	4 Shipping & Transportation		\$ 3,546.53
Labor			
	5 Total Manhours:	\$ 2,016.00	
	6 Payroll Taxes & Insurance 40.0%	\$ 806.40	
	7 Overhead & Profit	\$ 423.36	\$ 3,245.76
Equipment			
	8 Equipment	\$ 2,662.50	
	9 Overhead & Profit	\$ 399.38	\$ 3,061.88
Subcontractor			
	10 Subcontractor	\$ -	
	Overhead & Profit	\$ -	\$ -
			\$ 9,854.17
12 Bonds ( % of subtotal of proposal)		1.20%	\$118.25
			<b>\$9,972.42</b>

Time Extension Requests: days Schedule Activity # Affected: days

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature:	Eddie Mullen	Date:	7/17/2018
Approval Recommended by Design Consultant:	<i>H. Eric Williams</i>	Date:	7/20/18
Owner's Representative Approval:		Date:	

William L. Pinnix,  
P.E.

Digitally signed by William L. Pinnix, P.E.  
DN: cn=William L. Pinnix, P.E., o=Brunswick County,  
ou=Engineering Department, email=william.  
pinnix@brunswickcountync.gov, c=US  
Date: 2018.07.20 17:01:30 -04'00'



Change Order Request #1

JOB NAME: 74-76 Warehouse Fire Main

Job#: 18-0367

**Material**

Description	Qty	UNIT	Amount	Subtotal
12" Sleeve	1	Ea	\$ 261.40	\$ 261.40
12" X 6" Tee with Megalugs and bolt pack	1	Ea	\$ 313.18	\$ 313.18
6" gate Valve with Bolt Kits	1	Ea	\$ 593.77	\$ 593.77
6" DIP Hydrant Leg	1	Ea	\$ 211.00	\$ 211.00
Fire Hydrant	1	Ea	\$ 1,509.59	\$ 1,509.59
		Ea		\$ -
		Ea		\$ -

**Total Material \$ 2,888.94**

**Labor**

Description	Qty	UNIT	Amount	Subtotal
Superintendant Stuart Allen	12	HR	\$ 54.00	\$ 648.00
Operator Everaddo Guerrero	12	HR	\$ 32.00	\$ 384.00
Skilled Laborer Artemio Guerrero	12	HR	\$ 29.00	\$ 348.00
Skilled Laborer Israel Portillo	12	HR	\$ 29.00	\$ 348.00
Laborer Luis Resindez	12	HR	\$ 24.00	\$ 288.00

**Total Labor \$ 2,016.00**

**Equipment**

Description	Qty	UNIT	Amount	Subtotal
308 Cat Excavator	12	HR	\$ 85.00	\$ 1,020.00
Trench Box - 8 x 12 Aluminum		DY	\$ 125.00	\$ -
Crew Truck	0.5	DY	\$ 85.00	\$ 42.50
Dump Truck with Driver Joel Rhodes		DY	\$ 75.00	\$ -
Light Tower		DY	\$ 125.00	\$ -
8" Well Point Pump, 100' Header, Points Discharge	1	Week	\$ 1,600.00	\$ 1,600.00

**Total Equipment \$ 2,662.50**

**Subcontractor**

Description	UNIT	Amount	Subtotal
			\$ -

**Total Sub Price \$ -**









Russ St

Bailey St

D E  
Robinson  
Trl NW

L and A  
Holmes  
Dr NW

Smith Ave

Burke Ln NW

Mulberry St

Randall St

Shallotte Ave

PRIVATE





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 8.**

**From:** Engineering - Smithville Park Phase One Upgrade Final Adjusting  
Wm. L. Pinnix, P.E. - Engineering Director Deductive Change Order and Project Closeout

**Issue/Action Requested:**

Request that the Board of Commissioners review and approve the final adjusting change order with East Coast Contracting, Inc., in the deductive amount of (\$206,360) for the Smithville Park Phase One upgrade project.

**Background/Purpose of Request:**

The Smithville Park Phase One upgrade project is complete and the renovated park has been enthusiastically received by the public.

Final payment has been made to the contractor after receipt of all required closeout documents and upon recommendation by the county's park designer.

The original contract amount with East Coast Contracting, Inc. was \$4,701,166. There were no formal change orders required to the contract during construction. The final adjusting change order is deductive in the amount of (\$206,360) and reconciles actual installed quantities versus bid quantities and contains the return of unused construction allowances. This deductive change order adjusts the final contract cost downward to \$4,494,806.

Staff recommends Board review and approval of the final adjusting change order with East Coast Contracting, Inc., in the deductive amount of (\$206,360) with a final adjusted contract price of \$4,494,806.00.

**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 review and approve the final adjusting change order with East Coast Contracting, Inc., in the deductive amount of (\$206,360) for the Smithville Park Phase One upgrade project.

**ATTACHMENTS:**

Description

- ☐ Smithville Park\_ECC\_Final Adj Change Order
- ☐ Smithville Park \_ ECC Final Payment Cover

BRUNSWICK COUNTY  
CHANGE ORDER NO. 1

PROJECT: SMITHVILL PARK  
ORIG. TIME OF COMP.  
ORIG. DATE OF COMP.

CAUSE CODE:

FOR BC USE ONLY

- ☒ OR Owner Request  
☐ CR Contractor Request  
☐ DR Designer Request  
☐ CC Concealed Condition  
☐ DE Design Error  
☐ DO Design Omission  
☐ SC Schedule Change  
☒ OT Other **FALCO**

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)

RECONCILIATION CHANGE ORDER

The Time of Completion including previous orders is 360 calendar days and shall be (increased) (decreased) (unchanged) by 0 calendar days by this change order for a revised Contract date of completion of 4/8/18 (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

		<b>\$4,701,166.00</b>					TOTALS
1. Original Contract Amount		<del>\$4,494,806.50</del>					
2. Amount of Previous Orders	ADD	\$0	Deduct	0			
3. Amount of This Order:	ADD	0	Deduct	\$206,360			
4. Total additions lines 2 & 3		\$0	Minus Total Deducts:	<b>\$206,360</b>	\$		

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

5. Revised Contract Total Amount \$4,494,806.00  
~~\$4,288,466.50~~

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.

East Coast Contracting, Inc. By: [Signature] 12/5/18  
(Contractor) (Date)

Alfred Benesch and Company By: Greg A. Stewart, P.E. 12/7/2018  
(Designer) (Date)

Digitally signed by Greg A. Stewart, P.E.  
DN: cn=Greg A. Stewart, P.E., o=Alfred Benesch and Company, ou, email=gstewart@benesch.com, c=US  
Date: 2018.12.07 12:41:05 -05'00'

BRUNSWICK COUNTY By: [Signature] 12/13/18  
(Owner) (Date)

By: \_\_\_\_\_  
(County Commissioners) (Date)

DISTRIBUTION:

1 original to Designer  
1 original to Owner  
1 original to Commission

1 original to Contractor  
1 original to Surety

438202-464002  
PP# 69270

Rec 12/12/18  
B.L. Dygert

Request for Payment  
Brunswick County

Project Name: SMITHVILLE PARK

Period: From Start to November 2018 Finish  
(1<sup>st</sup> day of month to last day of month)

Designer: Benesch

FINAL AFF

Contractor: East Coast Contracting, Inc.

Contract Value as Awarded: \$4,701,166.00  
Time of Completion as Awarded: 360 days  
Date of Completion as Awarded: 4-2-2018

PREVIOUS PAYMENTS AUTHORIZED

Req.	Payment Authorized	Req.	Payment Authorized
#1	<u>804,663</u>	#9	<u>511,638.17</u>
#2	<u>404,974</u>	#10	<u>205,835.33</u>
#3	<u>773,776</u>	#11	
#4	<u>695,722</u>	#12	
#5	<u>269,787</u>	#13	
#6	<u>298,181</u>	#14	
#7	<u>343,812</u>	#15	
#8	<u>160,388</u>	#16	

CHANGE ORDERS:	Amount	Days
#1	\$	
#2	\$	
#3	\$	
#4	\$	
Total Change Orders:	\$	
Adjusted Contract Value:	<u>\$4,494,806.50</u>	

The undersigned Contractor certifies that 1) all previous progress payments received from Owner on account of work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interests, or encumbrances); 3) all Work covered by this Request for Payment is in accordance with the Contract Documents and is not defective; and 4) that, to the best of his knowledge, the estimate is correct, due, and unpaid.

Certified By: [Signature] 11/19/18  
Contractor Date

Reviewed By: [Signature] 12/13/18  
Resident Project Representative Date

Reviewed By: Greg A. Stewart, P.E. 11/20/18  
Designer Date

Approved By: [Signature] 12/13/18  
Brunswick County Date

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

[Signature]  
Julie A. Miller, Finance Officer  
Brunswick County, North Carolina

Total Value of Completed Work	\$	<u>4,494,806.50</u>
5% Retained	-	\$ <u>0</u>
95% of Material on Hand	+	\$ <u>0</u>
Liquidated Damages		
Days /Days	-	\$
Net Total	=	\$ <u>4,494,806.50</u>
Previous Payments	-	\$ <u>4,468,776.50</u>
Total Due This Payment	=	\$ <u>26,030.00</u>

To Be Completed by Designer:

Record Drawings are complete & Up to Date:	YES - NO
Monthly Rain Day Record Submitted:	YES - NO
Erosion Control Documentation Submitted:	YES - NO
MBE Document. for Contract Payments Submitted:	YES - NO
Updated Schedule Submitted:	YES - NO
Tax Statement & Certification Submitted:	YES - NO
Status Report Submitted:	YES - NO





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 9.**

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.

-Budget Amendment Wastewater Taps and Connections

Appropriate \$500,000 of taps and connections revenue for the purchase of grinder pumps for an additional 176 new service connections to the collections system. This is due to service expansions greater than budgeted.

**Background/Purpose of Request:**

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**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

- 20190107 Budget Amendment Wastewater Taps and Connections

Request Info	
Type	Budget Amendment
Description	Wastewater Taps and Connection
Justification	Board Meeting 1/7/2019-Appropriate \$500,000 of taps and connections revenue for the purchase of an additional 176 units for new service connections to the collections system.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627220	371402	Collection Division	Taps And Connections	500000	Increase	Credit
627220	459601	Collection Division	Tap on Supplies	500000	Increase	Debit

Total	
Grand Total:	1000000



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**

David Stanley

**Action Item # V. - 10.**

Health and Human Services - Brunswick Senior Resources Inc. -  
SFY 2019 HCCBG for Older Adults County Funding Plan

**Issue/Action Requested:**

Request that the Board of Commissioners approve the 2018-2019 Home and Community Care Block Grant for Older Adults County Funding Plan.

**Background/Purpose of Request:**

North Carolina General Statute 143B-181.1(a)(11) establishes a Home and Community Care Block Grant (HCCBG), for Older Adults to be administered by the North Carolina Division of Aging. This legislation is the result of a recommendation made by the Department of Human Resources (DHR) Advisory Committee on Home and Community Care, a broad based, state level advisory committee established in 1989 by North Carolina General Statute 143B-181.9A. This committee was charged with, among other things, developing a common funding stream for services to older North Carolinians.

The HCCBG, effective July 1, 1992, is comprised of funding for in-home and community based services currently available through the Division of Aging, as well as a portion of funding targeted for in-home and community based services previously administered by the North Carolina Division of Social Services. Older Americans Act funds constitutes approximately 45% of Home and Community Care Block Grant funding, and are intended to develop and enhance comprehensive and coordinated community based systems of services, opportunities, and protections for older adults. Future funds appropriated by the General Assembly, for this purpose, will also be included in the HCCBG. Area Agencies on Aging will fund county programs on aging through grant agreements with Boards of County Commissioners and community service providers such as our own BSRI. The block grant gives County Commissioners maximum discretion in deciding how aging funds will be administered and budgeted in the county. By endorsing a local Funding Plan, Boards of County Commissioners will define the services to be provided, determine funding levels for services, and identify the community service providers to be involved with providing HCCBG services. In addition to giving counties increased decision-making authority for planning and delivering aging services, the block grant is also intended to achieve the following goals:

- Promote the visibility and importance of aging programs locally
- Establish a single set of policies and procedures for in-home and community based services provided with block grant funds
- Provide for an equitable distribution of funds to each county, consistent with the requirements of the Older Americans Act

Attached, please find the HCCBG Allocation Page, and the 2018-2019 HCCBG Funding Plan for Brunswick County and it's lead agency, Brunswick Senior Resources Inc.,(BSRI). The funding plan requires approval and execution by Chairman of the Brunswick County Commissioners and County Finance Officer. Local match is provided through funds committed to BRSI. as the Lead HCCBG agency for Brunswick County by approval of the 2018-2019 Budget Ordinance. No additional County funding is required. Staff recommends approval of the 2018-2019 HCCBG for Older Adults County Funding Plan.

**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 2018-2019 Home and Community Care Block Grant for Older Adults County Funding Plan.

**ATTACHMENTS:**

Description

- ▣ SFY 2019 HCCBG Budget Plan

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Hand delivered 11/30/2018

Addressee:

David Stanley, Executive Director Health & Human Services.

Re:

SFY 2018/2019 HCCBG Allocation Letter August 13, 2018

HCCBG Committee Allocation Page

2018-2019 Home and Community Care Block Grant Budget to Brunswick County and its lead agency, BSRI, 4 copies.

Message:

Please review and forward as appropriate. Budget requires the signature of the County Finance Officer and the Chairman of the Board of Commissioners. There are four originals, please have all sets signed.

When the HCCBG Committee met they approved taking \$5,000 from Congregate and Homebound Nutrition, each, to establish a \$10,000 allocation for Adult Day Care/Adult Day Health Care. At the present time, BSRI has been unable to contract with a provider for those services although we are working with one that we hope to be able to obtain. We will send a budget amendment to move the \$10,000 from nutrition back to ADC/ADHC when we go to contract with a provider.

As you know, any matching funds requests that occur with this AAA / HCCBG programs budget are covered by the concurrent year's County Allocation to BSRI.

Once signed, please forward 3 sets to Judith Benson at BSRI in the enclosed envelope. I will hand deliver the executed documents to the AAA/Cape Fear COG office in Wilmington.

Thank you for your assistance with this 2018/2019 budget signing.

Judith Benson, CPA  
Brunswick Senior Resources, Inc.  
Financial Officer  
[jbenson.bsri@gmail.com](mailto:jbenson.bsri@gmail.com)



Brunswick Senior Resources, Inc.  
Making a Difference

(910) 754-2300 x 1009  
(910) 754-9269 (fax)  
(910) 512-1301 (mobile)

J. BENSON





# Area Agency On Aging

Cape Fear Council of Governments

## **IMPORTANT INFORMATION: HCCBG ALLOCATIONS SFY 2018/2019**

**TO:** Jim Fish, Executive Director  
Brunswick Senior Resources, Inc.

**FROM:** Jane Jones, Region O AAA Director JSJ

**DATE:** August 13, 2018

**RE:** SFY 2018/2019 HCCBG Allocations

Several weeks ago, the Area Agency on Aging was notified by NC Division of Aging & Adult Services of the SFY 2018/2019 Home & Community Care Block Grant (HCCBG) allocation for your county which I provided to you at that time. I appreciate your patience in waiting until DAAS could recalculate the final funding since our region was fortunate to receive not only increases in federal funding, but also from the NC General Assembly. According to information from NC DAAS earlier this week, no further funding changes are anticipated. Please see attachment for your county's official SFY 2018/2019 allocation.

As you know, non-HCCBG funds including Evidence Based Health Promotion (significant federal increase) & Senior Center General Purpose allocations/proposal packets were emailed to you several weeks ago. Please contact me if you have any questions. Many thanks to you and the staff of BSRI for your commitment of innovative programming to serve the older adult population in your county.

CC: Ginny Brinson, AAA/COG  
Chris May, COG Director  
Dawn Tucker, COG Finance Officer  
Ann Hardy, County Manager  
Yvette Gosline, BSRI  
Judy Benson, BSRI

# **Brunswick County Home & Community Care Block Grant Allocation**

**SFY 2018/2019**

<b>COUNTY/REGION</b>	<b>SFY 2019 HCCBG</b>	<b>Local Match</b>	<b>Total Allocation Plus Local Match</b>	<b>Minimum Budget Requirement Access 30%</b>	<b>Minimum Budget Requirement In-Home 25%</b>	<b>Minimum Budget Requirement Congregate 33%</b>
<b>BRUNSWICK</b>	<b>\$1,063,621</b>	<b>\$118,180</b>	<b>\$1,181,801</b>	<b>\$50,349</b>	<b>\$41,958</b>	<b>\$58,553</b>

**August 3, 2018**

COUNTY: Brunswick  
 DATE: 6/28/2018  
 SFY: 2019

HOME & COMMUNITY CARE BLOCK GRANT MEETING  
 2018-2019 WORKSHEET DECISIONS

Is this a budget revision? \_\_\_\_ Yes X No If yes, revision date

Federal/State Home & Community Care Block Grant Funding:

What services are to receive monies? \$ **1,063,621**

- |                                  |                          |
|----------------------------------|--------------------------|
| 1. <u>Access Services</u>        | 6. <u>Other Services</u> |
| 2. <u>Congregate Nutrition</u>   | 7. _____                 |
| 3. <u>Home Delivered Meals</u>   | 8. _____                 |
| 4. <u>Senior Center Operator</u> | 9. _____                 |
| 5. <u>In-Home Services</u>       | 10. _____                |

What providers should receive these monies?

Service	Provider	Approved Allocation	Committee Adjustments 6/28/18	Lead Agency Adjustment Requests	Committee Adjustments 5/17/18	Lead Agency 2019 Proposal
1. Access Services	Brunswick Transit System	\$ 80,000		\$ -		\$ 80,000
2. Congregate Nutrition	BSRI	\$ 250,000	\$ (5,000)	\$ 30,000	\$ 10,000	\$ 215,000
3. Home Delivered Meals	BSRI	\$ 239,805	\$ (5,000)	\$ 29,805		\$ 215,000
4. Senior Center Operations	BSRI	\$ 273,816		\$ 30,000		\$ 243,816
5. In-Home Services	Interim Healthcare, Inc.	\$ 210,000				\$ 210,000
6. Other Services	ADULT DAY CARE/H	\$ 10,000	\$ 10,000		\$ (10,000)	\$ 10,000
7. -		\$ -				
8. -		\$ -				
9. -		\$ -				
10. -		\$ -				

HCCBG TOTAL: \$ 1,063,621 \$ - \$ 89,805 \$ - \$ 973,816

Austin M Lawrence 6/28/18  
 Chairman Date

James M. Fish 6/28/2018  
 James M. Fish, President/CEO  
 Brunswick Senior Resources, Inc.  
 Lead Agency for Brunswick County



NAME AND ADDRESS  
COMMUNITY SERVICE PROVIDER  
BRUNSWICK SENIOR RESOURCES, INC  
PO BOX 2470  
SHALLOTTE, NC 28459

## Home and Community Care Block Grant for Older Adults

DAA5-732 (Rev. 2/16)  
County BRUNSWICK  
July 1, 2018 through June 30, 2019  
REVISION # , DATE : 7/1/2018

Services	Ser. Delivery (Cher One)	A					B	C	D	E	F	G	H	I							
		Block Grant Funding			Total	Required Local Match									Net* Serv Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
		Access	In-Home	Other																	
General Transport		80000			////////////////	8889	88889			88889	5742	15.4798	33	10100							
Senior Ctr Operations				273816	////////////////	30424	304240			304240											
Congregate Meals				255000	////////////////	28333	283333			283333	35394	8.0051	1200	60000							
Homebound Meals			244805		////////////////	27201	272006			272006	29790	9.1308	350	64000							
					////////////////	0	0			0											
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	* Adult Day Care & Adult Day Health Care	Net Service Cost
--	--	------------------

ADHC

Daily Care	
Transportation	
Administrative	
Net Ser. Cost Total	

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

Sam R CEO 11/16/2018  
Authorized Signature, Title  
Community Service Provider  
Date

Signature, Chairman, Board of Commissioners Date









	A	B	C	D	E	F	G	H	I
		NC DIVISION OF AGING AND ADULT SERVICES							
		COST OF SERVICES - ATTACHMENT A							
		LABOR DISTRIBUTION SCHEDULE DAAS-732A1 2/16							
1									
2	AGENCY NAME	Public Agency							FY: 2019
3	SFY 06/30/2019								
4	STAFF NAME	POSITION	TIME	TOTAL	ADMIN. SALARY	General Transport	Senior Centers	CONG. Nutrition	HMBND Nutrition
5	Balice, Mallory	Program Specialist - Health & Wellness	FT	47,725	4,773	-	23,863	9,545	9,544
6	Baughman, Brett	Shallotte Nutrition Service Associate	FT	27,265	-	-	-	6,816	20,449
7	Bridgers, Beverly	Southport Nutrition Service Associate	FT	28,305	-	-	-	13,869	14,436
8	Canady, Zachary	Shallotte Nutrition Service Associate	FT	28,305	-	-	-	7,076	21,229
9	Caldera, Carol	Calabash Nutrition Service Associate	FT	27,265	-	-	-	23,175	4,090
10	Cooper, Shelly	Leland Nutrition Service Associate	FT	28,305	-	-	-	11,322	16,983
11	Gore, Derissa	Program Support Specialist	FT	41,825	-	20,913	-	8,365	12,547
12	Hine, Victoria	Program Services Associate	FT	24,960	-	-	-	6,240	18,720
13	Jackson, Chauvet	Center Services Associate	FT	33,505	-	-	26,804	1,675	5,026
14	Mullis, Tammie	Program Specialist Nutrition Services	FT	47,500	-	-	-	21,850	25,650
15	Pieczarka, Gloria	Supply Nutrition Service Associate	FT	21,840	-	-	-	13,104	8,736
16	Powell, Sara	Volunteer Coordinator	FT	32,465	16,233	-	8,116	-	8,116
17	Ramsey, Amber	Southport Nutrition Service Associate	FT	27,040	-	-	-	13,250	13,790
18	Russel, Doug	Leland Nutrition Service Associate	FT	27,265	-	-	-	10,906	16,359
19	Starr, Melissa	Supply Center Director	FT	47,725	4,772	-	38,181	2,386	2,386
20	McClelland, Lind	Supply Center Asst Director	FT	29,345	-	-	22,008	4,402	2,935
21	Catlett, Melissa	Southport Center Director	FT	47,725	4,772	-	38,181	2,386	2,386
22	Knott, Jackie	Southport Center Asst Director	FT	29,345	-	-	22,008	4,402	2,935
23	Lett-McGee, Verd	Leland Center Director	FT	53,225	5,323	-	42,580	2,661	2,661
24	Bledsoe, Courtney	Leland Center Asst Director	FT	29,345	-	-	22,008	4,402	2,935
25	Gass, Anne	Shallotte Center Director	FT	55,225	5,522	-	44,181	2,761	2,761
26	Gehlhardt, Kathle	Shallotte Center Asst Director	FT	32,465	-	-	24,348	4,870	3,247
27	Carlson, Angeliqu	Calabash Center Director	FT	47,725	4,772	-	38,181	2,386	2,386
28	Norris, Holley	Calabash Center Asst Director	FT	29,345	-	-	22,008	4,402	2,935
29					-	-	-	-	-
30	Robinson, Martha	Calabash Center Services Associate	PT	5,000	-	-	5,000	-	-
31	Jackson, Eddie	Technology Coordinator	PT	21,857	5,463	-	16,394	-	-
32	Saghy, Emory	Nutrition Transporter	PT	14,735	-	-	-	3,684	11,051
33	Blandino, Michael	Nutrition Site Associate	PT	13,280	-	-	-	13,280	-
34					-	-	-	-	-
35									

	A	B	C	D	E	F	G	H	I
36			SUBTOTAL FT:	\$845,040	\$46,167	\$20,913	\$372,467	\$182,251	\$223,242
37			SUBTOTAL PT:	54,872	5,463	0	21,394	16,964	11,051
38			TOTAL	\$899,912	\$51,630	\$20,913	\$393,861	\$199,215	\$234,293
39									
40			PERCENT FT:	93.90%	89.42%	100.00%	94.57%	91.48%	95.28%
41			PERCENT PT:	6.10%	10.58%	0.00%	5.43%	8.52%	4.72%
42									
43									
44									
45									
46									



**Home and Community Care Block Grant for Older Adults**

**County Funding Plan**

**July 1, 2018 through June 30, 2019**

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency  
(Older Americans Act, Section 305(a)(2)(E))

Community Service Provider BRUNSWICK SENIOR RESOURCES, INC.

County BRUNSWICK

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

**SEE FOLLOWING PAGE**

Brunswick Senior Resources, Inc. now operates five Senior Centers and 4 Nutrition Sites across Brunswick County. The five Centers, located in Southport, Leland and Shallotte, Supply and Calabash, operate five days per week. The new Calabash Senior Center, with more than 12,000 square feet of dining and activity space, begins operations in July 2018. Attendance, which had been significantly limited by the space and availability of the former nutrition site, has increased more than three-fold and feedback regarding the aesthetics and programs offered at the new building has been very positive.

Outreach to the senior population in Brunswick County is facilitated through several outlets which include: events and programs at the Senior Centers and Nutrition Sites, a BSRI monthly magazine (upgraded from a newsletter) which is distributed to local physicians, public buildings, and area businesses, and the newly updated BSRI website. The website, as with all BSRI publications, contains information on center and site locations, activity calendars, county wide activities, and directives for accessing services. In addition to publications, BSRI participates in public venues promoting outreach programs and to identify and encourage seniors with limited income and limited English proficiency and to be able to access these services. BSRI makes every effort, within budget limitations, to provide seniors with general transportation to access their local Senior Center or Nutrition Site. Staff at all BSRI locations are trained to make seniors feel welcomed and respected, regardless of their racial, cultural or financial status.

The vast majority of new attendees to our centers and nutrition sites continues to be lower income seniors, with decreasing means, and who typically have lost their spouse. For Brunswick County, with over 50,000 residents over the age of 60, it is clear this trend will increase at an expedited rate and as more seniors find themselves in need of services and resources.

Meal counts within the Home Delivered Meals program have increased about 7% and Congregate and Nutrition Site meals served have increased by about 13% as the new centers at Leland and Supply became operational in 2017.

**July 1, 2018 through June 30, 2019**

**Home and Community Care Block Grant for Older Adults**

**Community Service Provider**

**Standard Assurances**

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

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

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

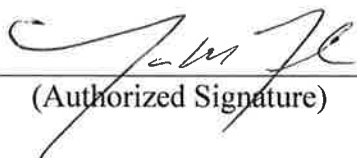
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant

Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
  - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized “State Grant Certification of No Overdue Tax Debts.”

- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

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

  
(Authorized Signature)

11/29/18  
(Date)



COMMUNITY SERVICE PROVIDER

Interim Healthcare of the

Eastern Carolinas, Inc.

PO Box 2249

Whiteville, NC 28472

## County Funding Plan

## Provider Services Summary

DAAS-732 (Rev. 2/16)

County Brunswick

July 1, 2018 through June 30, 2019

REVISION # , DATE : 08/06/2018

[illegible]

\*Adult Day Care & Adult Day Health Care Net Service Cost

ADC

ADHC

Daily Care

Transportation

Administrative

Net Ser. Cost Total

Certification of required minimum local match availability

Required local match will be expended simultaneously

### with Block Grant Funding:

Authorized Signature, Title Donna L. Bend Date 08/01/2018  
Community Service Provider

Signature, County Finance Officer

Date \_\_\_\_\_

Signature, Chairman, Board of Commissioners	Date
---	------

**Supplement to Provider Services Summary**

Interim Healthcare of the Eastern Carolinas, Inc.

**In-Home Services Detail**

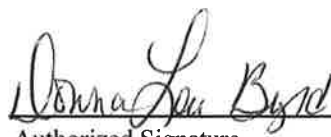
**Name of Community Service Provider**

**DAAS-732 Supplement (Effective: 7/08)**

**July 1, 2018 through June 30, 2019**

**Revision #      Dated: 08/06/2018**

	A	B	C	F	G	H
In-Home Services	HCCBG In-Home Funding	Required Local Match	Net Service Cost	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients
Level I - 235 Respite		0	0			
Level I - 041 H Mgmt	37000	4111	41111	2415		20
<b>Subtotal Level I</b>	37000	4111	41111	2415		20
Level II - 236 Respite		0	0			
Level II - 042 PC	138000	15333	153333	8886		35
Level II - 043 H Mgmt		0	0			
<b>Subtotal Level II</b>	138000	15333	153333	8886		35
Level III - 237 Respite		0	0			
Level III - 044 H Mgmt		0	0			
Level III - 045 PC	35000	3889	38889	2221		15
<b>Subtotal Level III</b>	35000	3889	38889	2221		15
Level IV - 238 Respite		0	0			
Level IV - 046 H Mgmt		0	0			
<b>Subtotal Level IV</b>	0	0	0	0		0
<b>Total</b>	210000	23333	233333	13522		



Authorized Signature  
Community Service Provider



Title



Date

North Carolina Division of Aging and Adult Services  
**Service Cost Computation Worksheet** c:732A.xls  
 Provider: Interim Healthcare  
 County: Brunswick  
 Budget Period: July 1, 2018 through June 30, 2019  
 Revision \_\_yes\_\_X\_no, revision date

DAAS-732A  
 3/99

I. Projected Revenues	Grand Total	Service IHA				Service IHA Level 3	Service			
		Level 1	Level 2	Level 3	Level 3		Level 1	Level 2	Level 3	Level 3
A. Fed/State Funding From the Division of Aging	210,000	37,000	138,000	35,000						
Required Minimum Match - Cash										
1)	0									
2)	0									
3)	0									
Total Required Minimum Match - Cash	23,333	4111	15333	3889			0	0	0	0
Required Minimum Match - In-Kind										
1)	0									
2)	0									
3)	0									
Total Required Minimum Match - In-Kind	0	0	0	0			0	0	0	0
B. Total Required Minimum Match (cash + in-kind)	23,333	4,111	15,333	3,889			0	0	0	0
C. Subtotal, Fed/State/Required Match Revenues	233,333	41,111	153,333	38,889			0	0	0	0
D. NSIP Cash Subsidy/Commodity Valuation	0									
E. OAA Title V Worker Wages, Fringe Benefits and Costs	0									
Local Cash, Non-Match										
1)	0									
2)	0									
3)	0									
4)	0									
F. Subtotal, Local Cash, Non-Match	0	0	0	0			0	0	0	0
Other Revenues, Non-Match										
1)	0									
2)	0									
3)	0									
G. Subtotal, Other Revenues, Non-Match	0	0	0	0			0	0	0	0
Local In-Kind Resources (Includes Volunteer Resources)										
1)	0									
2)	0									
3)	0									
H. Subtotal, Local In-kind Resources, Non-Match	0	0	0	0			0	0	0	0
I. Client Cost Sharing	0									
J. Total Projected Revenues (Sum I C,D,E,F,G,H, & I)	233,333	41,111	153,333	38,889			0	0	0	0

Division of Aging  
Service Cost Computation Worksheet

II. Line Item Expense													
Grand Total	Admin. Cost	Service IHA Level 1	Service IHA Level 2	Service IHA Level 3	Service	Service	Service	Service	Service	Service	Service	Service	Service
Staff Salary From Labor Distribution Schedule													
1) Full-time Staff	66,272	51,748	3,371	7,494	3,659								
2) Part-time staff (do not include Title V workers)	125,029		22,199	82,219	20,611								
A. Subtotal, Staff Salary	191,301	51,748	25,570	89,713	24,270	0	0	0	0	0	0	0	0
Fringe Benefits													
1) FICA @ 7.65 %	14,634	3,959	1,956	6,863	1,857								
2) Health Ins. @	0												
3) Retirement @	0												
4) Unemployment Insurance - SUTA @ .720%	1,377	373	184	646	175								
5) Worker's Compensation @ 7%	13,391	3,622	1,790	6,280	1,699								
6) Other - FUTA @ 0.8%	1,530	414	205	718	194								
B. Subtotal, Fringe Benefits	30,933	8,368	4,135	14,507	3,924	0	0	0	0	0	0	0	0
Local In-Kind Resources, Non-Match													
1)	0												
2)	0												
3)	0												
C. Subtotal, Local In-Kind Resources Non-Match	0	0	0	0	0	0	0	0	0	0	0	0	0
D. OAA Title V Worker Wages, Fringe Benefits and Costs													
Travel	0												
1) Per Diem	0												
2) Mileage Reimbursement	0												
3) Other Travel Cost:	0												
E. Subtotal, Travel	0	0	0	0	0	0	0	0	0	0	0	0	0
General Operating Expenses													
1) Management Information System	103		26	60	17								
2) rent/lease	1,959		185	1,362	412								
3) insurances	5,801		223	3,231	2,347								
4) consumable supplies	2,156		369	1,148	639								
5) utilities- phones, computers	1,080		104	657	319								
6)	0												
7)	0												
8)	0												
F. Subtotal, General Operating Expenses	11,099	0	907	6,458	3,734	0	0	0	0	0	0	0	0
G. Subtotal, Other Administrative Cost Not Allocated													
in Lines II.A through F													
H. Total Proj. Expenses Prior to Admin. Distribution	233,333	60,115	30,612	110,678	31,928	0	0	0	0	0	0	0	0
I. Distribution of Administrative Cost		-60,115	10,499	42,655	6,961	0	0	0	0	0	0	0	0
J. Total Proj. Expenses After Admin. Distribution	233,333		41,111	153,333	38,889	0	0	0	0	0	0	0	0

Division of Aging and Adult Services  
Service Cost Computation Worksheet

III. Computation of Rates									
A. Computation of Unit Cost Rate:									
1. Total Expenses (equals line II.J)	233,333	41,111	153,333	38,889					
2. Total Projected Units		2,415	8,886	2,221					
3. Total Unit Cost Rate		17.0178	17.2546	17.5038					
B. Computation of Reimbursement Rate:									
1. Total Revenues (equals line I.J)	233,333	41,111	153,333	38,889					
2. Less: NSIP (equals line I.D)									
Title V (equals line I.E and II.D)	0	0	0	0					
Non Match In-Kind (equals line I.H and II.C)	0	0	0	0					
3. Revenues Subject to Unit Reimbursement	233,333	41,111	153,333	38,889					
4. Total Projected Units (equals line III.A.2)		2,415	8,886	2,221					
5. Total Reimbursement Rate		17.0178	17.2546	17.5038					
C. Units Reimbursed Through HCCBG		2,415	8,886	2,221					
D. Units Reimbursed Through Program Income*		0	0	0					
E. Units Reimbursed Through Remaining Revenues		0	0	0					
F. Total Units Reimbursed/Total Projected Units		2,415	8,886	2,221					

\* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	Line I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I





**Standard Assurance To Comply with Older Americans Act  
Requirements Regarding Clients Rights  
For  
Agencies Providing In-Home Services through the  
Home and Community Care Block Grant for Older Adults**

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

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

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

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

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

Agency Name: Interim Healthcare of the Eastern Carolinas, Inc.

Name of Agency Administrator: Donna "Lou" Byrd

Signature:  Date: 08/06/2018

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

## CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

Home and Community Care Block Grant for Older Adults

County Funding Plan

July 1, 2018 through June 30, 2019

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency  
(Older Americans Act, Section 305(a)(2)(E))

Community Service Provider Interim Healthcare of the Eastern Carolinas, Inc.

County Brunswick

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Interim HealthCare of the Eastern Carolinas, Inc. shall provide In Home Aide Level services to qualified consumers in Brunswick County as outlined in the Home and Community Care Block Grant for Older Adults. Those determined to be in need of In Home Aide services will be eligible for services regardless of their income although some recipients will be asked to voluntarily participate in the consumer contributions program.

Interim will share information about the In Home Aide program with local doctors, hospital discharge planners, hospice agencies, skilled agencies, senior advocacy groups, Adult Protective Services and the Community Alternatives Program agency (CAP). The program information will be disseminated via written and oral education as well as through weekly marketing visits and phone calls made by Interim.

Interim will admit low-income, including low income minority elderly consumers, rural elderly and rural elderly and elderly with limited English proficiency as well older adults (age 60 and over) using the following priorities:

- \*Older adults for whom the need for Adult Protective Services has been substantiated by the Department of Social Services and the service is needed as part of the adult protective services plan.
- \* Older adults who are at risk of abuse, neglect, and/or exploitation.
- \* Older adults with extensive impairments in activities of daily living (ADL's), or instrumental activities of daily living (IADL's), who are at risk of placement or substitute care.
- \* Older adults with extensive ADL or IADL impairments.
- \*Older adults with less extensive (1-2) ADL or IADL impairments.
- \*Well older adults.

Interim HealthCare of the Eastern Carolinas, Inc. complies with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973. And the Americans with Disabilities Act of 1990.



**July 1, 2018 through June 30, 2019**

**Home and Community Care Block Grant for Older Adults**

**Community Service Provider**

**Standard Assurances**

Interim Healthcare of the Eastern Carolinas, Inc., agrees to provide services through the  
(Name of Provider)

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

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

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

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant

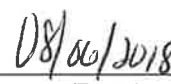
Services will be maintained by the community service provider and any contracted providers.

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  - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized “State Grant Certification of No Overdue Tax Debts.”

- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
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Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

  
(Authorized Signature)

  
(Date)



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 11.**

**From:** Health and Human Services - Health Services - Agreement for  
David Stanley, HHS Executive Director      UNCW to Develop Brunswick County Community Health  
Assessment (CHA)

**Issue/Action Requested:**

Request that the Board of Commissioners approve the agreement with UNCW for the development of the County's 2020 Community Health Assessment (CHA).

**Background/Purpose of Request:**

As part of its four-year accreditation cycle, Brunswick County Health Services must collect and compile data about the health of our community into a report called the Community Health Assessment or CHA for short. This report is generated every four years, and requires the use of various sources such as: town hall style meetings, survey data collection, database research, and other processes to gather the specific data required.

Because this work falls into UNCW's core competencies, the school is better set up to gather and compile this type of data. Also, leadership in the state's public health community are looking to make these reports more regionalized with regard to the data sets and benchmarking being used to create it. Partnering with UNCW to create this report puts the county in a better position to compile similar data for future requests. UNCW previously worked with Health Services to create the last CHA used for the 2017 accreditation cycle. The current report should be complete in March of 2020.

Staff recommends approval of the agreement.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment appropriates \$30,000 of health escrow funds for the contract award.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the agreement with UNCW for the development of the County's 2020 Community Health Assessment (CHA).

**ATTACHMENTS:**

Description

- ☐ UNCW CHA Agreement
- ☐ 20190107 Budget Amendment CHA Design



## **Fixed Fee - Cost Reimbursable Agreement for Services**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_, 2018 by and between Brunswick County, with a location at 25 Courthouse Dr., Building A, PO Box 9, Bolivia, NC 28422, (hereinafter referred to as “Sponsor”), part of the first, and University of North Carolina at Wilmington, 601 S. College Rd., Wilmington, NC 28403 (hereinafter referred to as “Contractor”), part of the second.

**WHEREAS**, Sponsor operates the Brunswick County Health Services Department pursuant to the provisions of Chapter 130A of the General Statutes of North Carolina;

**WHEREAS**, Contractor is an experienced State of North Carolina institution of higher education; and

**WHEREAS**, Sponsor wishes to enter into a contractual fixed price agreement for services with Contractor under which Contractor will conduct a Community Health Assessment.

**NOW THEREFORE**, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement** – The term of this Agreement shall be for Services, as defined below, beginning December 1, 2018 through March 1, 2020.
2. **Termination** – Sponsor may terminate this Agreement at any time without cause by giving sixty (60) days’ prior written notice to Contractor. As soon as practicable after receipt of a written notice of termination without cause, Contractor shall submit a statement to Sponsor showing in detail the Services performed hereunder up to and including the effective date of termination. Additionally, Sponsor may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Contractor shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement.
3. **Non-appropriation** – If the Board of County Commissioners does not appropriate the funding needed by the Sponsor to make payments under this Agreement for a given fiscal year, the Sponsor will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Sponsor will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Sponsor which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
4. **Study Support and Compensation** – As compensation for the Services outlined within this Agreement, the Sponsor shall pay the Contractor the amount of **\$30,000**. **Total amount of compensation to be paid under this Agreement shall not exceed \$30,000**. As support for the Services outlined in this Agreement, Sponsor will agree to support study recruitment efforts with volunteers and incentives for volunteers and participants as appropriate. Contractor shall have 100% budget flexibility up to \$30,000 of this award.
5. **Responsibilities of the Contractor** – The Contractor hereby agrees to provide the Services (hereinafter referred to as the “Services”) detailed in the “Scope of Work” attached hereto as Exhibit “A” in a manner satisfactory to the Sponsor, within the stated time frame.

6. Contractor Representations –

- a. Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- d. In connection with Contractor's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Contractor shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. The Services provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements); and
- g. Contractor shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services.

7. Non-Exclusivity – Contractor acknowledges that Sponsor is not obligated to contract solely with Contractor for the Services covered under this Agreement.

8. Insurance – Sponsor understands Contractor is a state agency and constituent institution of the University of North Carolina, and as such the University/Contractor is a self-insured entity as required by and set forth in state statute (NCGS 143-291 et. seq.). Subject to a consistent and applicable statute, coverage under the State's Self-Insurance applies to:

All individuals currently employed by or working for the state and covered by the Defense of State Employees Act; Documented Volunteer Workers; Agents of the State; Individuals previously employed by the State and covered by the Defense of State Employees Act and the policy during their period of employment with the State or University.

Subject to and consistent with the Tort Claims and the Defense of State Employees Acts, the State's coverage applies to covered occurrences arising from the negligence for employees (covered persons above) for losses resulting in bodily injury or property damage. There are two layers of coverage under the Defense of State Employee Act:

- A. State Tort Claims Act Self-Insurance limits up to \$1,000,000 cumulative coverage for all claimants as an aggregate arising from a single covered occurrence;
- B. Applicable Excess Liability coverage for all covered persons for liability in excess of \$1,000,000 to a maximum of \$10,000,000 per occurrence and \$25,000,000 annual aggregate.

The foregoing coverage applies to errors and omissions that are committed by any State employees in the execution of their duties which result in bodily injury, property damage, or other loss. All employees

are covered by Workman's Compensation coverage. The State's motor vehicle insurance covers employees driving state vehicles for all university related business. The Contractor has in effect adequate insurance or self-insurance for professional liability, comprehensive general liability, commercial automobile liability, and worker's compensation.

9. Independent Contractor – Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and Sponsor. The Contractor is and shall be deemed to be an independent contractor in the performance of this Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contracture relationship with the Sponsor.
10. Subcontracting – The Contractor shall not subcontract any of the work contemplated under this Agreement without prior written approval from the Sponsor. Approval is deemed to be received if subcontractors are included in the attached budget. Any approved subcontract shall be subject to all conditions of this Agreement. The Sponsor shall not be obligated to pay for any work performed by any unapproved subcontractor. Contractor shall be responsible for the performance of all of its subcontractors.
11. Assignment – No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.
12. Indemnification – Contractor's liability and responsibility under this section shall be limited only to the extent allowable under the North Carolina Tort Claims Act. Contractor shall defend, indemnify and hold harmless Sponsor, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against Sponsor or which Sponsor must pay and incur 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 cost and expense. Contractor shall be fully responsible to Sponsor for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.
13. Divestment from Companies that Boycott Israel – Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.
14. Debarment – Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify Sponsor within thirty (30) days if debarred by any governmental entity during this Agreement.
15. Copyrights and Ownership of Deliverables: All materials, documents, reports produced pursuant to this contract are the exclusive property of the Sponsor. Contractor retains rights to processes used or developed under this agreement.
16. Remedies –
  - a. Right to Cover. If Contractor fails to meet any completion date or resolution time set forth, due to no fault of Sponsor, the Sponsor may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may

have:

- i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Contractor is again able to resume performance under this Agreement; and
    - ii. Deduct any and all expenses incurred by Sponsor in obtaining or performing the Services from any money then due or to become due Contractor and, should the Sponsor's cost of obtaining or performing the Services exceed the amount due Contractor, collect the amount due from Contractor.
  - b. **Right to Withhold Payment.** Sponsor reserves the right to withhold any portion, or all, of a scheduled payment if Contractor fails to perform under this Agreement until such breach has been fully cured.
  - c. **Setoff.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
  - d. **Other Remedies.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
  - e. **No Suspension.** In the event that Sponsor disputes in good faith an allegation of breach by Contractor, notwithstanding anything to the contrary in this Agreement, Contractor agrees that it will not terminate this Agreement or suspend or limit any Services, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.
17. **Compliance with Laws** – The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **Equal Employment Opportunity** – Contractor shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Contractor is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Sponsor, and Contractor may be declared ineligible for further agreements with Sponsor.
19. **Compliance with E-Verify Program** – Pursuant to N.C.G.S. § 153A-449, Contractor understands that it is a requirement of this Agreement that Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Contractor shall require its subcontractors to do the same. Upon request, Contractor agrees to provide Sponsor with an affidavit of compliance or exemption.



20. Health and Safety – Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.
21. Confidential Information – For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
  - b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
  - c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
  - d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
  - e. disclosed with the prior written consent of the Discloser; or
  - f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.
22. Choice of Law and Venue – The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by applicable federal law and the laws of North Carolina without regard for its choice of law provisions. The Contractor, by signing this Agreement, agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina. The place of this Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Brunswick County, North Carolina where all matters, whether sounding in contractor or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

23. Dispute Resolution – Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
24. Government Immunity – Each party, Sponsor and Contractor, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
25. Non-Waiver – Failure by Sponsor at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect Sponsor’s right hereunder to enforce the same, nor shall any waiver by Sponsor of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.
26. Severability – The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
27. Amendment – This Agreement shall not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representations of the Sponsor and the Contractor.
28. Notices – Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally, emailed or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

*Insert Contact Info of Authorized Individual Here:*

**Brunswick County Health Services**

Cris Harrelson

Health Director

25 Courthouse Dr NE, Building A, PO Box 9

Bolivia, NC 28422

Phone: (910) 253-2298

Email: [cris.harrelson@brunswickcountync.gov](mailto:cris.harrelson@brunswickcountync.gov)

**University of North Carolina Wilmington**

Panda Powell

Director, Sponsored Programs and Research  
Compliance

601 S. College Road

Wilmington, NC 28403

Phone: 910-962-3167

Email: [powellp@uncw.edu](mailto:powellp@uncw.edu)

29. Key Personnel – The Contractor shall not replace any of the key personnel assigned to the performance of this Agreement without the prior written approval of the Sponsor. The term “key personnel” includes any and all persons identified as such in the Agreement and any other persons subsequently identified as key personnel by the written agreement of both parties.
30. Right to Publish – Contractor shall be free to use the results of the subject research for its own teaching, research, educational, clinical and publication purposes. All results must be anonymized, and

Contractor is specifically prohibited from using any materials which contain personally-identifiable information or information that is protected by any applicable federal, state or local law, rule or regulation, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA). Contractor agrees to submit to Sponsor for its review, a copy of any proposed publication resulting from the subject research at least thirty (30) days prior to submission and agrees to consider in good faith all comments received in that time. If no comments are received within thirty (30) days of the date submitted to Sponsor, it will be conclusively presumed that the publication may proceed without delay. If Sponsor determines that the proposed publication contains subject matters that are proprietary or otherwise protectable under applicable intellectual property laws, Sponsor may require the delay of the publication for a sufficient period of time for the purpose of allowing the pursuit of such protection. Sponsor may, in its sole and absolute discretion, allow Contractor to publish such material while it seeks to protect same, provided that Contractor agrees to immediately assign to Sponsor all right, title and interest in and to such material, which may vest in Contractor, as more fully set forth below.

31. Intellectual Property – Subject to the provisions of this Agreement, the entire right, title and interest in all work product under this Agreement, including, without limitation, all materials, documents and reports, regardless of whether such work product is considered a “work made for hire” or an employment to invent (hereinafter referred to collectively as “Work Product”) shall be the exclusive property of Sponsor. To the extent that Sponsor is not the owner of the intellectual property rights in and to such Work Product, Contractor hereby irrevocably assigns to Sponsor any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon Sponsor’s request, Contractor shall execute such further documents and instruments or obtain such documents from third parties, including consultants and subcontractors, if applicable, necessary to fully vest such rights in Sponsor. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Sponsor may use the Work Product for any other purpose without additional compensation to Contractor. Such use for any purpose other than as set forth in this Agreement shall be at Sponsor’s risk. Notwithstanding the foregoing, Contractor retains the rights to processes used or developed under this Agreement.
32. Entire Agreement – This Agreement contains the entire agreement between the parties pertaining to the subject matter of this agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.
33. Signatures – This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Brunswick County

\_\_\_\_\_  
Date

Ann B. Hardy

County Manager, Brunswick County

Authorized Organizational Representative

University of North Carolina at Wilmington

12/6/18  
Date

Panda Powell

Panda Powell

Director, SPARC

Authorized Organizational Representative

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.

\_\_\_\_\_  
County Finance Officer

\_\_\_\_\_  
Date



# **EXHIBIT “A”** **SCOPE OF WORK**

PROJECT START DATE: December 1, 2018

PROJECT END DATE: March 1, 2020

## **SCOPE OF WORK:**

The purpose of the project is for the University of North Carolina at Wilmington (“Contractor”) to conduct a comprehensive community health assessment to identify a strategy and action plan to address the needs in the community. This proposed timeline is based on a timeline developed by Brunswick County Health Services with the understanding task dates may change due to changes in planning and unforeseen circumstances, such as adverse weather events. Thus the percent work is an estimation of total budget. Contractor will communicate in writing to Sponsor when timelines need to shift. The final product will be completed by final date listed on this timeline. The following activities will be conducted:

<b>Timeline</b>	<b>Activity</b>	<b>Task Completed</b>
<p>Milestone 1: February 8, 2019</p> <p>Estimated Percentage of Work: 10%</p>	<p><b>Plan and Facilitate 1 steering committee meeting</b></p> <p><b>Plan and facilitate 1 workgroup meeting</b></p> <p><b>Develop plan for sampling methodology</b></p> <p><b>Develop survey tool and present for review and approval with Work Group</b></p>	<p><input type="checkbox"/> <b>Steering committee #1 completed</b></p> <p><input type="checkbox"/> <b>Workgroup #1 completed</b></p> <p><input type="checkbox"/> <b>Sampling methodology plan presented to BCHS</b></p> <p><input type="checkbox"/> <b>Survey tool presented to BCHS</b></p>
<p>Milestone 2: March 1, 2019</p> <p>Estimated Percentage of Work: 15%</p>	<p><b>Complete sampling methodology with map of potential respondents</b></p> <p><b>Facilitate Steering Committee Meeting</b></p>	<p><input type="checkbox"/> <b>List/map of sample for primary data collection</b></p> <p><input type="checkbox"/> <b>Steering Committee #2 completed</b></p>
<p>Milestone 3: April 30, 2019</p> <p>Estimated Percentage of Work: 15%</p>	<p><b>Develop and implement training for data collection</b></p> <p><b>Supervise data collection process</b></p>	<p><input type="checkbox"/> <b>Training completed</b></p> <p><input type="checkbox"/> <b>Primary (survey) data collection completed</b></p>

Milestone 4: TBD  Estimated Percentage of Work: 10%	<b>Facilitate focus group/community forum, pending confirmation by Brunswick County Health Services</b>	<input type="checkbox"/> <b>Focus group/community forum completed</b>
Milestone 5: June 1, 2019; July 1, 2019; Aug. 1, 2019  Estimated Percentage of Work: 20%	<b>Conduct data analysis, some secondary data analysis may be delayed due to release of most up to date data.</b>	<input type="checkbox"/> <b>Demonstration of data analysis</b> <input type="checkbox"/> <b>Demonstration of data analysis</b> <input type="checkbox"/> <b>Demonstration of data analysis</b>
Milestone 6: August 1, 2019  Estimated Percentage of Work: 5%	<b>Facilitate work group meeting for prioritization</b>	<input type="checkbox"/> <b>Workgroup meeting completed</b> <input type="checkbox"/> <b>Priority areas identified</b>
Milestone 7: January 9, 2020  Estimated Percentage of Work: 20%	<b>Submit draft report</b>	<input type="checkbox"/> <b>Draft report submitted</b>
Milestone 8: March 1, 2020  Estimated Percentage of Work: 5%	<b>Submit final report with presentation for community</b>	<input type="checkbox"/> <b>Final report and presentation submitted</b>

Request Info	
Type	Budget Amendment
Description	CHA Design
Justification	Board Meeting 1/7/2019-Appropriate \$30,000 of health escrow funds for the award of contract to UNCW for design of Community Health Assessment.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135110	399101	General Health-Administration	Fund Bal Approp - Hlth Escrow	30000	Increase	Credit
135156	439900	General Health-Administration	Contract Services	30000	Increase	Debit

Total	
Grand Total:	60000



## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**January 7, 2019**

#### **Action Item # V. - 12.**

**From:**  
Catherine Lytch

Health and Human Services - Public Housing: Tenant Selection Waiver

#### **Issue/Action Requested:**

Request that the Board of Commissioners approve a Public Housing tenant selection waiver to prioritize those displaced by Hurricane Florence.

#### **Background/Purpose of Request:**

September 12, 2018, Housing and Urban Development (HUD) issued a notice offering a rules waiver for Public Housing Agencies (PHA) in 2018 Disaster Areas. HUD issued similar waiver opportunities following Hurricanes Katrina, Rita, Wilma, Harvey, Irma and Maria, as well as Superstorm Sandy.

Under this notice, the PHA can request a waiver of 24CFR 960.202, which allows the PHA to temporarily modify the public housing tenant selection policies and section 8 administrative plan, without formal approval, to address circumstances unique to relief and recovery efforts. The waiver requires the PHA to document the Board's support and the change cannot be a significant amendment to the PHA plan. The tenant selection process may be in effect for no more than twelve months from the date of HUD's approval.

Currently, the Administrative Plan only allows the PHA to assist individuals who are on the waiting list in the order in which they applied. The waiting list is closed once there are 250 individuals on the list and remains closed until everyone on the list has been served. The waiting list is currently closed with approximately 50 families on the list. When the list is opened, individuals are placed on the waiting list in order in which they applied regardless of their situation. The waiting list was last opened in the spring of 2017. The list opened and closed on the same day. Staff hope to re-open the waiting list in the spring of 2019.

To meet the current and immediate needs of the county's residents, the PHA requests the Board of Commissioners to consider approving the following revision to our tenant selection policy for six months from the date of HUD's approval. Staff believe the temporary waiver will allow the agency to assist individuals who have been displaced due to Hurricane Florence.

#### **Temporary Waiver Recommendations:**

1. Assist individuals on the waiting list who were displaced due to Hurricane Florence and meet program income requirements.
  - a. Letter will be sent to all individuals on the waiting list inquiring if they were displaced by the Hurricane. Priority will be given to individual who meet this criterion.
2. Open the waiting list, for the period approved by HUD, to Brunswick County residents who were displaced due to Hurricane Florence and meet program income requirements.
  - a. Individuals will complete preliminary application if they meet the waiver requirements.
3. Individuals must meet the following requirements:
  - a. HUD income requirements
  - b. Proof of residency
  - c. Provide proof of displacement due to Hurricane Florence
    - i. Letter from FEMA that they are unable to return to their home
    - ii. Letter from insurance company that they are unable to return to their home

#### **Fiscal Impact:**



Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve Public Housing tenant selection waiver to prioritize those displaced by Hurricane Florence.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 13.**

**From:** Health and Human Services - WARM 2019 Urgent Repair  
David Stanley, HHS Executive Director Program Support Request

**Issue/Action Requested:**

Request that the Board of Commissioners support an application and 20% funding match up to a maximum of \$20,000 for the 2019 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

**Background/Purpose of Request:**

Ms. JC Lyle, WARM Executive Director, has requested that Brunswick County provide a letter of support for the funding application and a \$20,000 match should WARM be awarded the 2019 Urgent Repair Program from the NC Housing Finance Agency. As a grantee of Brunswick County, WARM has committed to provide documentation that the match funding is spent on urgent repairs and accessibility upgrades for low-income homeowners in Brunswick County. These matching funds if approved will be disbursed to WARM for the reimbursement of hard cost only for Brunswick County residents at a rate of 20% of the total cost of the Urgent Repair Program in Brunswick County during the FY-2020 budget year. A proposed letter from the county and resolution attached. Staff recommends approval of the request.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations  
Matching funds will be appropriated in the FY 2020 budget.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners support an application and 20% funding match up to a maximum of \$20,000 for the 2019 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

**ATTACHMENTS:**

Description

- ☐ WARM Request for matching funds URP2019
- ☐ Letter - URP 2019
- ☐ Resolution - URP 2019



## WILMINGTON AREA REBUILDING MINISTRY

5058 WRIGHTSVILLE AVENUE - WILMINGTON, NC - 28403  
910.399.7563 - WWW.WARMNC.ORG - INFO@WARMNC.ORG  
GENERAL CONTRACTING LICENSE #78118

December 12, 2018

Brunswick County Commissioners  
Via email

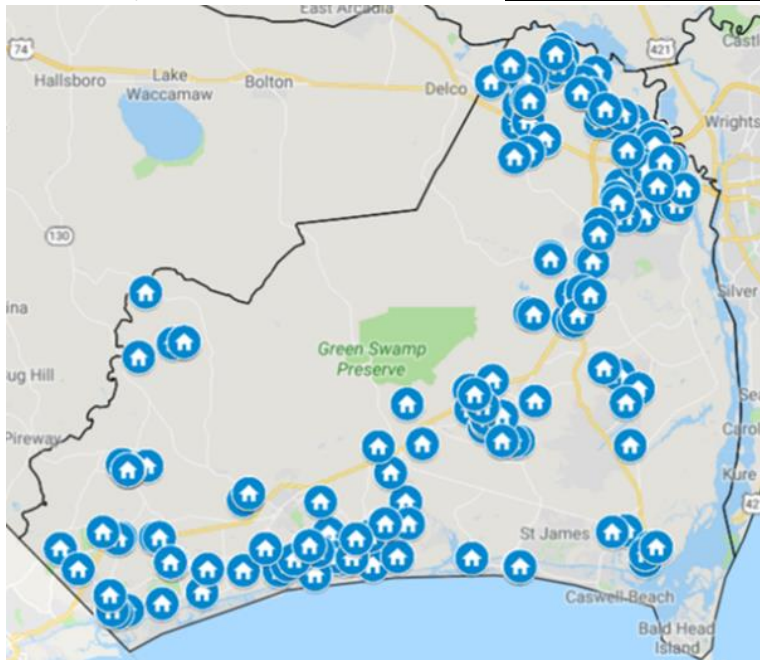
Dear Chairman Williams and Brunswick County Commissioners,

Thank you for the confidence you displayed in WARM's ability to serve Brunswick County by your consistent support of our application to the North Carolina Housing Finance Agency's Urgent Repair Program (URP). I am writing to request another round of matching funds of \$20,000 should WARM be awarded a URP 2019 grant, typically in the amount of \$100,000, for Brunswick County.

With this request, I would like to update you on WARM's activity in Brunswick County. Here's how WARM has served **Brunswick County** in the past few years:

Year	# Homes repaired	# Residents	# Disabled	# Senior citizens	# Children	# Military Veterans
2015	29	44	13	18	6	1
2016	44	93	31	27	21	4
2017	30	52	17	19	7	3
2018 as of 11/30	32	55	22	21	12	3

Since 1996, WARM has served more than **220 Brunswick County households** with urgent home repairs including:



- Hurricane recovery
- Roof repair
- Flooring repair
- Plumbing repairs
- Electrical upgrades
- Appliance installation
- Stairs and landing
- Wheelchair ramp construction

### WARM's return on investment:

**2%** of WARM's revenue comes from sources inside Brunswick County

**26%** of WARM's households served are in Brunswick County

## Hurricane Florence Recovery

WARM is an active member of Brunswick County's Long-Term Recovery Group (LTRG). We have raised grant and donor money from all over the state and received donations from as far away as Colorado and California. Agency-wide, we have already repaired 15 Hurricane Florence homes and have another 23 underway. In addition to our regular application process, we are helping homeowners navigate the FEMA application process. As the only permanent agency in the Cape Fear Region whose one and only mission is home repair, we are committed to getting everyone back home.

## Housing and Health

The health care community has been studying Social Determinants of Health and considers housing a big factor in how quickly patients recover from illness as well as substandard housing a potential health hazard. For example, old carpet and mold due to water intrusion can impact respiratory health. Uneven floors and absence of handrails can cause falls. In fact, housing is so closely tied to health, that studies compiled by the NC Housing Finance Agency revealed:

**Every \$1.00 spent on home repairs =  
\$19.00 savings in Medicare/ Medicaid**

In other words, your \$20,000 toward repairs for low-income Brunswick County citizens can save \$380,000 in medical bills.

Here's a look at the Brunswick County residents **waiting for our help!**

# Households waiting	# Residents	# Disabled	# Senior citizens	# Children	# Military Veterans
45	67	23	34	12	3

Because WARM is a multi-county agency, we have more resources than just Brunswick County government funding and NC Housing Finance Agency funding!

- All of WARM's fundraising events are in New Hanover County; money is spent in all 3 counties we serve.
- WARM brings in hundreds of volunteers from all over the country every year.
- WARM's grant seeking program brings in funds from all over the state and even some nationwide sources.

In addition to supporting the application monetarily, I hope you will spread the message to those in need of WARM services and to potential volunteers from churches, businesses, and clubs around the county.

Again, thank you for your past support of our URP applications and for considering another round of support. Feel free to contact me directly with any questions and concerns. I have made this report brief in hopes that you will share it with county staff, homeowners, and other stakeholders.

Sincerely,



JC Lyle, MBA

Executive Director

# COUNTY OF BRUNSWICK

OFFICE OF THE COUNTY COMMISSIONERS  
BRUNSWICK COUNTY GOVERNMENT CENTER  
BOLIVIA, NORTH CAROLINA 28422

MAILING ADDRESS:  
POST OFFICE BOX 249  
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE  
(910) 253-2000  
(800) 442-7033 (NC)  
TELECOPY  
(910) 253-2004

January 7, 2019

NC Housing Finance Agency  
3508 Bush Street  
Raleigh, NC 27609

Ref: WARM 2019 URP Application – Brunswick County

Dear Mr. Dopler:

The Brunswick County Board of Commissioners wishes to express our unqualified support for the application for funding under the 2019 Urgent Repair Program. The funding will allow the continuation of housing rehabilitation activities previously undertaken by Wilmington Area Rebuilding Ministry, Inc. (WARM) and by Brunswick County. Despite the substantial accomplishments because of these efforts, there remains a critical need for this type of assistance to the residents of Brunswick County.

If the WARM 2019 URP Application for Brunswick County is funded, Brunswick County will provide a \$20,000 match for the project. These funds will be disbursed for "hard cost only for Brunswick County residents" at the discretion of the Urgent Repair administrator during the FY-2020 budget year. We are very appreciative of the financial and other support provided by your agency in the past. It is our earnest hope that this legacy will continue with provision of 2019 URP funding as requested.

Sincerely,

Frank Williams, Chairman  
Brunswick County Commissioners

cc: Ann B. Hardy, County Manager  
JC Lyle, Executive Director





*County of Brunswick*  
*Office of the County Commissioners*



**BRUNSWICK COUNTY**  
**FY19 WARM URGENT REPAIR APPLICATION**  
**RESOLUTION OF COMMITMENT**

**WHEREAS**, Brunswick County wishes to demonstrate local support for the Wilmington Area Building Ministry, Inc. (WARM) FY19 Urgent Repair application; and

**WHEREAS**, WARM wishes to submit a competitive application to the North Carolina Housing Finance Agency to assist Brunswick County residents;

**NOW, THEREFORE**, the Board of Commissioners of Brunswick County hereby resolves to commit \$20,000.00 in unrestricted local revenues to the FY19 Urgent Repair Program project. If the project is funded, these funds will be restricted in use for Brunswick County residents and be disbursed for "hard cost only" at the discretion of the Urgent Repair administrator during the FY-2020 budget year.

**RESOLVED** this 7<sup>th</sup> day of January, 2019.

---

Frank L. Williams, Chair  
Brunswick County Board of Commissioners

ATTEST:

---

Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 14.**

Operation Services - Tip Fee Exemption Request

**From:**

Stephanie Lewis, Operation Services  
Director

**Issue/Action Requested:**

Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Generations Church.

**Background/Purpose of Request:**

The county has typically waived tipping fees for churches and other non-profit organizations in the past. This organization has applied to be exempt from tipping fees. This exemption of fees applies only to the county landfill in Bolivia and does not include regular household trash or yard debris.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Generations Church.

**ATTACHMENTS:**

Description

- ▣ Tip Fee Exemption Request - Generations Church

Brunswick County Solid Waste & Recycling  
P.O. Box 249, Bolivia, NC 28422  
Phone (910) 253-2520 Fax (910) 253-2539



Application for Charitable Organizations to be Exempt from Tipping Fees  
at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization Generations Church

Address of Organization 4874 Long Beach Rd, Southport 28461

Phone Number of Organization (910) 454-9302

Please briefly describe your organization's mission Our mission is to encourage

all people in Brunswick County to take their next step with

God through our worship services, small groups, missions, family

ministry & celebrate recovery. Our goal is 10,000 people

Please briefly explain why your organization needs to be exempt from tipping fees

We are a 501(c) Corporation. We depend on tithes & offerings to

keep our church running. We are in the process of moving to a

new bldg and will be demolishing part of the building.

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

Name	Title	Address	Phone	Signature
1) Lisa Holland	- Asst. Secretary -	4990 Summerswell Ln.	Southport, NC 28461	Lisa Holland
2)				
3)				



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**  
Elizabeth Bynum

**Action Item # V. - 15.**

Sheriff's Office - Trade-In of Vehicle and Purchase of New Vehicle

**Issue/Action Requested:**

Request that Board of Commissioners approve the trade-in of the Sheriff's vehicle, in which funds to cover the difference in cost between the current and new vehicle, \$16,126, will be covered using state drug seizure funds.

**Background/Purpose of Request:**

Request that Board of Commissioners approve the trade-in of the Sheriff's vehicle. After receiving three quotes for the trade-in value of the current vehicle, a 2017 Jeep Grand Cherokee, the difference in value to the new vehicle, a 2019 Dodge Durango, is \$16,126. That difference will be covered using state drug seizure funds.

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment is to transfer drug seizure funds \$16,126 to capital outlay vehicles.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that Board of Commissioners approve the trade-in of the Sheriff's vehicle, in which funds to cover the difference in cost between the current and new vehicle, \$16,126, will be covered using state drug seizure funds.

**ATTACHMENTS:**

Description

- ☐ 20190107 Budget Amendment Sheriff's Vehicle
- ☐ Trade In Quotes

Request Info	
Type	Budget Amendment
Description	Sheriff's Vehicle
Justification	Board Meeting 1/7/2018-Transfer \$16,126 from State Drug Seizure to Capital Outlay Vehicle for the cost difference between trading in the current 2017 Jeep Grand Cherokee and new 2019 Dodge Durango.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	459800	Sheriff's Office	State Drug Seizure	-16126	Decrease	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	16126	Increase	Debit

Total	
Grand Total:	0



## NEW/USED BUYER'S ORDER

Victory Chrysler Dodge Jeep Ram

45 Naber Drive  
Shallotte, NC 28470  
(910) 754-2811

INVOICE NO.

DATE 12/21/2018

SALESPERSON Todd York

SALESPERSON

Purchaser: COUNTY OF BRUNSWICK

SS#:

D.O.B.: //

Purchaser: 70 STAMP ACT DR BOLIVIA, NC

SS#:

D.O.B.: //

Home Phone: (910) 279-9050

Employer:

Work Phone: (910) 253-2526

STOCK # county	YEAR 2019	MAKE Dodge	MODEL Durango	DOORS	CYLINDERS	ODOMETER 0
				<input type="checkbox"/> AUTO <input type="checkbox"/> A/C <input type="checkbox"/> V/ROOF <input type="checkbox"/> PS <input type="checkbox"/> PDB <input type="checkbox"/> PW <input type="checkbox"/> PSt <input type="checkbox"/> CRUISE <input type="checkbox"/> AM/FM <input type="checkbox"/> CASS		

TRADE-IN: \$

28,600.00

WINDOW PRICE

\$ 44,027 00

MAKE & MODEL: Jeep Grand  
YR.: 2017 Cherokee

VIN: 1C4RJFCT2HC939576

MILEAGE: 0

TAG NO.  
DECAL NO.  
Good Until  
/ /

PAYOFF:

.00

TO WHOM:

2nd LIEN:

2nd TRADE-IN: \$

MILEAGE

YR. \$

MAKE &amp; MODEL:

VIN:

PAYOFF:

TO WHOM:

THIS VEHICLE IS SOLD WITH NO WARRANTY AND I HEREBY  
ACCEPT THIS CAR AS IS WITH ANY FAULTS.

ACCEPTED BY

CUSTOMER SIGNATURE

INS. COMP.:

POL. #:

INS. AGENT:

ADDRESS:

PHONE:

"THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE)  
FOR THE VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE  
WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE  
CONTRACT SALE."

## ACTIVITY:

☐ Walk-in/Be Back ☐ Phone-Up/Phone  
☐ Email-Up/Email-in ☐ Phone-Out

Occupation:

DOB: //

Co-Buyer DOB: //

E-

mail: ebynum.bcs@gmail.com

@

☐ Newspaper ☐ Radio ☐ Service  
☐ Walk-In ☐ Internet ☐ TV  
☐ Direct Mail ☐ Drive By ☐ Referral  
☐ Yellow Pages ☐ OTHER ☐ Repeat

## CONTACT NOTES:

DLR  
INSTALLED  
OPTIONS

TOTAL

\$ 44,027 00

DOC FEE

\$ 699 00

STATE TAX &amp; GROSS REC. TAX

TITLE &amp; REGISTRATION

TRANSFER FEE

ETF

TEMP TAG

TRADE ALLOWANCE

\$ 28,600 00

SERVICE CONTRACT

TOTAL

\$ 16,126 00

PAY-OFF ON TRADE-IN

DEPOSIT REC.#

\$

DOWN PAYMENT

AMOUNT TO FINANCE OR CASH

\$ 16,126 00

## SHOWROOM ACTIVITY

☐ Product Presentation ☐ Test Drive☐ Write-Up

Mgr.:

On Stock #:

☐ Manager Turn Over To:☐ Service Walk☐ Sold☐ Purchase☐ No Purchase Reason☐ Lease

## SCHEDULE FUTURE ACTIVITY:

☐ Appointment☐ Prospect Phone☐ Ownerbase Phone☐ Manager Phone☐ Delivery

Date: 12/21/2018

Time: 3:25:15 PM

☐ No Triggers

Manager Initials:

NO OTHER AGREEMENT, PROMISE OR UNDERSTANDING OF ANY KIND PERTAINING TO THIS PURCHASE WILL BE RECOGNIZED EXCEPT AS A CONDITIONAL CONTRACT IN WRITING EXECUTED BY THE UNDERSIGNED BUYER, AS PURCHASER, THEREUNDER, THE UNDERSIGNED STATES THAT THE CERTIFICATE OF TITLE OR TITLES TRANSFERRED TO THIS DEALERSHIP IN THIS TRANSACTION IS VALID AND WITHOUT UNDISCLOSED LIENS, AND IS NOT OF A RECONSTRUCTED NATURE. IN THE EVENT DEALER DISCOVERS THIS HAS HAPPENED, THE BUYER AGREES TO BUY BACK THE VEHICLE. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER AND CREDIT APPROVED BY A RESPONSIBLE FINANCE COMPANY AS TO ANY DEFERRED BALANCE.

ACCEPTED

BUYER'S SIGNATURE

EAST TENNESSEE CHRYSLER DODGE JEEP RAM  
2774 NORTH MAIN ST.  
CROSSVILLE, TN 38555410

Worksheet

INVOICE NO.

DATE 12/14/2018

SALESPERSON

SALESPERSON

Purchaser: COUNTY OF BRUNSWICK

SS#:

O.B.: //

Purchaser:

SS#:

O.B.: //

Address:

Zip:

Home Phone: (910) 279-9050

Employer:

Work Phone: (910) 253-2526

STOCK #	YEAR	MAKE	MODEL	DOORS	CYLINDERS	ODOMETER
	2014	Dodge	Durango	4/4	8	0
<input type="checkbox"/> AUTO <input type="checkbox"/> A/C <input type="checkbox"/> V/ROOF <input type="checkbox"/> PS <input type="checkbox"/> PDB <input type="checkbox"/> PW <input type="checkbox"/> PSI <input type="checkbox"/> CRUISE <input type="checkbox"/> AM/FM <input type="checkbox"/> CASS						

TRADE-IN: \$ 27,500.00

WINDOW PRICE

\$ 44,488 00

MAKE & MODEL: Jeep Grand

YR.: 2017 Cherokee

VIN: 1C4RJFCT2HC939576

MILEAGE: 0

TAG NO.

DECAL NO.

Good Un

PAYOFF:

.00

TO WHOM:

2nd LIEN:

2nd TRADE-IN: \$

MILEAGE

YR. \$

MAKE & MODEL:

VIN:

PAYOFF:

TO WHOM:

THIS VEHICLE IS SOLD WITH NO WARRANTY AND I HEREBY  
ACCEPT THIS CAR AS IS WITH ANY FAULTS.

ACCEPTED BY

CUSTOMER SIGNATURE

INS. COMP.:

POL. #:

INS. AGENT:

ADDRESS:

PHONE:

"THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE)  
FOR THE VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE  
WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE  
CONTRACT SALE."

ACTIVITY:

☐ Walk-in/Be Back

☐ Phone-Up/Phone

☐ Email-Up/Email-in

☐ Phone-Out

Occupation:

DOB: //

Co-Buyer DOB: //

E-

mail: ebynum.bcs@gmail.com

@

☐ Newspaper

☐ Radio

☐ Service

☐ Walk-In

☐ Internet

☐ TV

☐ Direct Mail

☐ Drive By

☐ Referral

☐ Yellow Pages

☐ OTHER

☐ Repeat

CONTACT NOTES:

D.L.R.  
INSTALLED  
OPTIONS

TOTAL

\$ 44,488 00

DOC FEE

\$699 00

STATE TAX & GROSS REC. TAX

TITLE & REGISTRATION

TRANSFER FEE

ETF

TEMP TAG

TRADE ALLOWANCE

\$27,500 00

SERVICE CONTRACT

TOTAL

\$17,687 00

PAY-OFF ON TRADE-IN

DEPOSIT REC.#

\$

DOWN PAYMENT

AMOUNT TO FINANCE OR CASH

\$ 17,687 00

SHOWROOM ACTIVITY

☐ Product Presentation

☐ Test Drive

☐ Write-Up

Mgr.:

On Stock #:

☐ Manager Turn Over To:

☐ Service Walk

☐ Sold

☐ Purchase

☐ No Purchase Reason

☐ Lease

SCHEDULE FUTURE ACTIVITY:

☐ Appointment

☐ Prospect Phone

☐ Ownerbase Phone

☐ Manager Phone

☐ Delivery

Date: 12/14/2018

Time: 1:11:22 PM

☐ No Triggers

Manager initials:

NO OTHER AGREEMENT, PROMISE OR UNDERSTANDING OF ANY KIND PERTAINING TO THIS PURCHASE WILL BE RECOGNIZED EXCEPT AS A CONDITIONAL CONTRACT IN  
WRITING EXECUTED BY THE UNDERSIGNED BUYER, AS PURCHASER, THEREUNDER, THE UNDERSIGNED STATES THAT THE CERTIFICATE OF TITLE OR TITLES  
TRANSFERRED TO THIS DEALERSHIP IN THIS TRANSACTION IS VALID AND WITHOUT UNDISCLOSED LIENS, AND IS NOT OF A RECONSTRUCTED NATURE. IN THE EVENT  
DEALER DISCOVERS THIS HAS HAPPENED, THE BUYER AGREES TO BUY BACK THE VEHICLE. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER  
AND CREDIT APPROVED BY A RESPONSIBLE FINANCE COMPANY AS TO ANY DEFERRED BALANCE.

ACCEPTED

BUYER'S SIGNATURE

PETERSON CHRYSLER JEEP DODGE  
4395 FAYETTEVILLE RD  
LUMBERTON, NC 283582619

# Configuration Preview

Date Printed: 2018-12-05 11:25 AM VIN:  
Estimated Ship Date: VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 009RW County of Brunswick NC  
FAN 2:  
Client Code:  
Bid Number: TB9076  
PO Number: TB9076

Sold to:  
PETERSON CHRYSLER JEEP DODGE (26395)  
4395 FAYETTEVILLE RD  
LUMBERTON, NC 283582619

Ship to:  
PETERSON CHRYSLER JEEP DODGE (26395)  
4395 FAYETTEVILLE RD  
LUMBERTON, NC 283582619

Vehicle:

2019 DURANGO R/T AWD (WDES75)

	Sales Code	Description	FWP(USD)
Model:	WDES75	DURANGO R/T AWD	44,630
Package:	22S	Customer Preferred Package 22S	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*ML	Leather Trimmed Bucket Seats	0
	-X9	Black	619
Options:	MWE	Black Roof Rails	0
	GWA	Power Sunroof	352
	CVR	2nd Row Console w/Armrest & Storage	1,153
	CFU	2nd Row Fold/Tumble Captain Chairs	530
	TKY	265/50R20 Performance A/S Tires	975
	AHX	Trailer Tow Group IV	352
	4DH	Prepaid Holdback	1,054
	XAN	Blind Spot and Cross Path Detection	-1,681
	4ES	Delivery Allowance Credit	352
	ADX	Blacktop Package	-463
	MAF	Fleet Purchase Incentive	975
	ADG	Technology Group	-1,115
	TBP	Full Size Spare Tire	2,132
	5N6	Easy Order	134
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9076	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	-7,200
Destination Fees:			22
			1,395

Total Price 44,226

Order Type: Fleet  
Scheduling Priority: 1-Sold Order

PSP Month/Week:  
Build Priority: 99

\$45,277.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

# Tri-Cities

869 E. Stone Dr. • Kingsport, TN 37660

Telephone: 423-782-5055 • Fax: 423-393-0271

Date: 1/3/2019

Salesperson:

Manager: Tim Bargayo

## FOR INTERNAL USE ONLY

BUSINESS NAME  
CONTACT

County of Brunswick

Home Phone :

Address :

Work Phone :

E-Mail :

Cell Phone :

## VEHICLE

Stock # : 3086410

New / Used : New

VIN : 1C4SDJCT6KC586410

Mileage:

Vehicle : 2019 Dodge Durango

Color : Black Clearcoat

Type :

WDES75

## Loan Payments

Estimated

Cash Down	1,750	2,750	3,750
36 Months	671	639	607
48 Months	528	502	477
60 Months	442	421	400

\* A.P.R. Subject to equity and credit requirements.

Market Value Selling Price	49,028.00
Trade Allowance	27,200.00
Trade Difference	21,828.00
Taxable Fees (Estimated)	<del>65.00</del>
Doc Fee	499.00
Non Tax Fees	<del>65.00</del>
Balance	22,462.98

22,327

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # V. - 16.**

**From:**  
John Nichols, P.E.

Utilities - Resolution Adopting the Existing Water Shortage Response Plan with No Changes

**Issue/Action Requested:**

Request that the Board of Commissioners approve the resolution adopting the existing Water Shortage Response Plan with no changes.

**Background/Purpose of Request:**

In accordance with NCGS 143-355 (l) the governing board of a water system must adopt a Water Shortage Response Plan every five years. On March 17, 2008, the Board of Commissioners approved the Water Shortage Response Plan to meet the requirements of the North Carolina Department of Environmental Quality (NC DEQ). The NC DEQ Division of Water Resources has reviewed the plan and has submitted a comment that required the Board of Commissioners to pass a resolution every five years. **No changes are being recommended to the plan, but NCDEQ requires that it be re-approved.**

County Staff recommends approval of the Water Shortage Response Plan Resolution.

**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 the resolution adopting the existing Water Shortage Response Plan with no changes.

**ATTACHMENTS:**

Description

- ☐ Utilities - Minimum Criteria Approval - Attach 1
- ☐ Utilities - Water Shortage Response Plan - Attach 2
- ☐ Utilities - Resolution





NORTH CAROLINA  
Environmental Quality

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

LINDA CULPEPPER  
Interim Director

December 11, 2018

Glenn Walker, Water Resources Manager  
Brunswick County  
PO Box 249  
Bolivia, NC 28422

**Subject: WSRP Meets Minimum Criteria**

Brunswick County  
PWSID#: 04-10-045  
Brunswick County

Dear Glenn Walker,

This letter is to notify you that our staff has reviewed the information contained in the Water Shortage Response Plan (WSRP) update submitted by your office. Since all the required information is complete, the WSRP for the Brunswick County water system hereby meets the minimum criteria established in North Carolina General Statute 143-355.2 (a) and 15A NCAC 02E. 0607.

The Water Shortage Response Plan must next be adopted by your water system's governing board; a model WSRP resolution is available online on the right side of the page in the Forms and Docs section at: [http://www.ncwater.org/Water\\_Supply\\_Planning/Water\\_Shortage\\_Response\\_Plans/learn](http://www.ncwater.org/Water_Supply_Planning/Water_Shortage_Response_Plans/learn). Once adopted, a copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Branch Supervisor, at the address printed at the bottom of this letter. Please note, the WSRP cannot be considered compliant with the requirements of NCGS 143-355(1) until an adopted resolution is received by the Division.

Please be advised that the review process for Water Shortage Response Plans is separate from the review process for your Local Water Supply Plan (LWSP). If you have submitted your LWSP but haven't already been contacted by the Division, you will receive notification as soon as the review of your LWSP is complete.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Klaus Albertin at [klaus.albertin@ncdenr.gov](mailto:klaus.albertin@ncdenr.gov) or (919)707-9035, or Linwood Peele at [linwood.peele@ncdenr.gov](mailto:linwood.peele@ncdenr.gov) or (919) 707-9024, if we can be of further assistance.

Sincerely,

Linwood E. Peele, Supervisor  
Division of Water Resources, NCDEQ



# **WATER SHORTAGE RESPONSE PLAN**

## **1. PURPOSE**

The purpose of the Water Shortage Response Plan is to provide guidance to Public Utilities staff, County Administration, and the customers of the Brunswick County Public Utilities during periods of drought and other events that result in a shortage of potable water. The Water Shortage Response Plan is intended to provide a framework of steps and activities to be implemented as conditions require.

## **2. RESPONSIBILITY FOR DECLARATION OF A WATER SHORTAGE**

Under the County's current Water Emergency Ordinance, the Director of Public Utilities or his authorized representative is authorized to declare that a water emergency exists. Depending on the severity of the emergency, voluntary (Stage 1) and mandatory (Stage 2 and Stage 3) staged water use restrictions as described in this ordinance shall be imposed upon all water customers. This declaration shall be made after consultation with the Public Utilities staff, County Administration, and County wholesale customers.

## **3. SHORTAGE RESPONSE ACTION LEVELS**

### **STAGE 1 - WATER CONSERVATION ALERT**

A Stage 1 water shortage emergency may be declared in the event of an immediate water shortage, as so declared by state and/or local officials, or when there are three (3) consecutive days when water demand exceeds eighty percent (80%) of the total water plant production capacity. Water production capacity shall be defined as the maximum volume of water that meets or exceeds state and federal standards that the water treatment plant process can produce during a twenty-four (24) hour period. Water production capacity can vary depending on system component reliability and/or raw water conditions or availability.

### **STAGE 2 – WATER SHORTAGE WARNING**

A Stage 2 water shortage emergency may be declared in the event of an immediate water shortage, as so declared by state and/or local officials, or when there are two (2) consecutive days when water demand exceeds ninety percent (90%) of the water production capacity. Water production capacity shall be defined as the maximum volume of water that meets or exceeds state and federal standards that the water treatment process can produce during a twenty-four (24) hour period. Water production capacity can vary depending on system component reliability and/or raw water conditions or availability.

### **STAGE 3 – WATER SHORTAGE DANGER**

A Stage 3 water shortage emergency may be declared in the event of an immediate water shortage, as so declared by state and/or local officials, or when there is one (1) day when water demand exceeds one hundred percent (100%) of the water production capacity. Water production capacity shall be defined as the maximum volume of water that meets or exceeds state and federal standards that the water treatment process can produce during a twenty-four (24) hour period. Water production capacity can vary depending on system component reliability and/or raw water conditions.

#### **4. NOTIFICATION PROCEDURES**

Upon declaration of each stage of water shortage emergency, the following methods may be used to inform the County staff, wholesale customers, County retail customers, and Industrial Customers.

##### **PUBLIC NOTICE**

The Public Utilities Department staff will draft a Public Notice announcing the Water Shortage Stage and the actions that water customers must take to comply with the Water Emergency Ordinance. The Public Notice will be provided by the County's Public Information Officer to all media outlets that serve the Brunswick County area. The Public Notice will include phone numbers that customers may call with questions.

##### **WHOLESALE CUSTOMER NOTIFICATION**

A copy of the Public Notice will be e-mailed or faxed to the Utilities Director for all of the County's Wholesale Customers. The Public Utilities Director or his authorized representative shall call each wholesale customer to confirm the receipt of the Public Notice and to respond to any questions about the notice.

##### **TRAINING COUNTY STAFF**

A copy of the Public Notice will be provided to the staffs of the Utilities Customer Service Division, Northwest Water Treatment Plant, 211 Water Treatment Plant, and Water Distribution Division. Depending on the stage, a list of possible questions with the recommended responses will be provided to the staff likely to receive calls from the public.

##### **DIRECT MAILING TO CUSTOMERS**

Depending on the stage and severity of the event, the County may elect to send a direct mailing to all County water customers. In the event of an immediate need to reduce water consumption, a notice would be sent to all water customers. If the event is an expected event, an insert to the water bill would be the method of communication.

##### **NEWSPAPER ADVERTISEMENT**

Depending on the stage, the County may elect to purchase space in the local newspapers to inform the public. The ad would include the language included in the Public Notice.

#### **5. STAGE CONDITIONS**

The basis for the determination of a water emergency shall be the County's ability to provide potable water to its customers. For a Stage 1 emergency, a declaration will be made when the potable water demand or the anticipated potable water demand will be eighty percent (80%) of the combined treatment capacity of the County's Northwest Water Treatment Plant and the 211 Water Treatment Plant for more than three (3) consecutive days. If the available raw water supply or the treatment capacity is diminished, the eighty percent (80%) level will be determined based upon the amount of raw water available or treatment capacity available.

For a Stage 2 emergency, a declaration will be made when the potable water demand or the anticipated potable water demand will be ninety percent (90%) of the combined treatment capacity of the County's Northwest Water Treatment Plant and the 211 Water Treatment Plant for more than two (2) consecutive days. If the available raw water supply or the treatment capacity is diminished, the ninety percent (90%) level will be determined based upon the amount of raw water available or treatment capacity available.

For a Stage 3 emergency, a declaration will be made when the potable water demand or the anticipated potable water demand will be one hundred percent (100%) of the combined treatment capacity of the County's Northwest Water Treatment Plant and the 211 Water Treatment Plant for more than a twenty-four (24) hour period. If the available raw water supply or the treatment capacity is diminished, the one hundred percent (100%) level will be determined based upon the amount of raw water available or treatment capacity available.

The available raw water supply shall be determined by the capacity of the Lower Cape Fear Water and Sewer Authority to supply raw water to the County from its Kings Bluff Water Pump Station for the Northwest Water Treatment Plant. The raw water flow is measured at the pump station and at the Northwest Water Treatment Plant. The available raw water supply for the 211 Water Treatment Plant shall be determined by the combined capacity of the wells supplying the plant. The flow is measured at each well and at the plant.

## **6. COMPLIANCE WITH THE PROVISIONS OF THE PLAN**

The water plant staff shall monitor potable water levels pumped into the system at the plant and at the booster pump stations to determine the overall demand. By comparing the flow records prior to issuance of the declaration, the staff can determine the level of compliance in each of the pressure zones associated with the booster pump station. The water distribution staff will concentrate its efforts in those areas identified by the plants with the highest levels of apparent non-compliance. The distribution staff will attempt to educate those property owners who are not in compliance with the declaration. After one warning, property owners would be fined for non-compliance.

## **7. PLAN REVIEW AND ADOPTION**

The draft Water Shortage Response Plan was provided to the County Public Utilities staff for review and comment. After those comments had been addressed, copies were provided to the County Manager, Customer Service Manager, Public Information Officer, and Director of Engineering Services for review. After their review and approval copies were provided to our wholesale customers for their review and comments. A draft copy of the plan was provided to the NC DENR staff in the Wilmington Regional Office. A final draft will be sent to the Board of Commissioners for review and approval. Amendments to the plan would follow the same process with Board of Commissioners approval required for all amendments.

## **8. VARIANCES**

All appeals for a variance must be submitted to the Director of Public Utilities in writing. The Director of Public Utilities will review the request and the following criteria will be used to determine if a variance can be granted:

- A. Impact on the overall water conservation goals
- B. Potential property damage
- C. Potential alternative sources of water supply
- D. Volume of water to be consumed
- E. Duration of usage
- F. Number of similarly situated property owners

The Director of Public Utilities must provide a written determination on the request for a variance within three (3) working days of the receipt of the variance. If the request for a variance is denied, the property owner has the right to appeal the determination to the Board of Commissioners. The Board of Commissioners would hear the appeal at the next regularly scheduled meeting provided the appeal request is received at least seven (7) days in advance of the next meeting.

## **9. EVALUATION**

During the declaration of the Water Shortage Event, the County staff will monitor the water usage. A spreadsheet will be developed to track water produced at the plants and water pumped at the various booster pump stations. The pre-declaration usage will be compared to the post-declaration usage to determine an overall percentage reduction in demand. If the desired reduction in demand has not occurred, changes in the plan or enforcement of the plan will be recommended.

After the water shortage event has concluded, a post-event evaluation will be held. Changes in the Water Shortage Response Plan will be recommended to the Board of Commissioners based upon the problems and issues that were discovered during the event.



*County of Brunswick*  
*Office of the County Commissioners*



**RESOLUTION FOR APPROVING WATER SHORTAGE RESPONSE PLAN**

**WHEREAS**, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

**WHEREAS**, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the County of Brunswick has been developed and submitted to the Board of Commissioners for approval; and

**WHEREAS**, the Board of Commissioners finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for the County of Brunswick, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Brunswick that the *Water Shortage Response Plan*, dated December 7, 2009, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

**BE IT FURTHER RESOLVED** that the Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 7<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

\_\_\_\_\_  
Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**  
Andrea White

**Action Item # VI. - 1.**

Presentation - Resolutions of Appreciation for Partnering Organizations - Hurricane Florence (Members of the Board of Commissioners)

**Issue/Action Requested:**

Request that the Board of Commissioners approve and present resolutions of appreciation to partnering organizations for their efforts before, during, and after Hurricane Florence.

**Background/Purpose of Request:**

The purpose of this request is to acknowledge and thank the following organizations for partnering with Brunswick County to assist those in need before, during, and after Hurricane Florence:

Brunswick County Health Services  
Cape Fear Regional Jetport  
Brunswick County Department of Social Services  
Brunswick County PIO Amanda Hutcheson

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve and present resolutions of appreciation to partnering organizations for their efforts before, during, and after Hurricane Florence.

**ATTACHMENTS:**

Description

- ☐ Resolution - Brunswick County Health Services
- ☐ Resolution - Cape Fear Regional Jetport
- ☐ Resolution - Department of Social Services
- ☐ Resolution - PIO
- ☐ Resolution - St. James Emergency Management

*County of Brunswick*  
*Office of the County Commissioners*



**A RESOLUTION OF APPRECIATION  
BRUNSWICK COUNTY HEALTH SERVICES**

**WHEREAS**, Hurricane Florence made landfall in Brunswick County on September 14, 2018 leaving behind devastation to many areas of the county; and

**WHEREAS**, many agencies partnered with Brunswick County to render valuable services to the people of Brunswick County before, during and after the storm; and

**WHEREAS**, numerous volunteers and organizations gave unselfishly of their time to provide assistance without the expectation of thanks or tangible personal remuneration; and

**WHEREAS**, the Brunswick County Board of Commissioners recognizes the positive impact of these volunteers and agencies and applauds their efforts.

**NOW, THEREFORE**, be it resolved that the Brunswick County Board of Commissioners recognizes and extends appreciation to Brunswick County Health Services for their outstanding efforts in serving the people of Brunswick County during this challenging time.

Adopted this the 7<sup>th</sup> day of January, 2019.

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Frank Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Andrea White, NCCCC  
Clerk to the Board

*County of Brunswick*  
*Office of the County Commissioners*



**A RESOLUTION OF APPRECIATION  
CAPE FEAR REGIONAL JETPORT**

**WHEREAS**, Hurricane Florence made landfall in Brunswick County on September 14, 2018 leaving behind devastation to many areas of the county; and

**WHEREAS**, many agencies partnered with Brunswick County to render valuable services to the people of Brunswick County before, during and after the storm; and

**WHEREAS**, numerous volunteers and organizations gave unselfishly of their time to provide assistance without the expectation of thanks or tangible personal remuneration; and

**WHEREAS**, the Brunswick County Board of Commissioners recognizes the positive impact of these volunteers and agencies and applauds their efforts.

**NOW, THEREFORE**, be it resolved that the Brunswick County Board of Commissioners recognizes and extends appreciation to the Cape Fear Regional Jetport for their outstanding efforts in serving the people of Brunswick County during this challenging time.

Adopted this the 7<sup>th</sup> day of January, 2019.

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Frank Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Andrea White, NCCCC  
Clerk to the Board

*County of Brunswick*  
*Office of the County Commissioners*



**A RESOLUTION OF APPRECIATION  
BRUNSWICK COUNTY DEPARTMENT OF SOCIAL SERVICES**

**WHEREAS**, Hurricane Florence made landfall in Brunswick County on September 14, 2018 leaving behind devastation to many areas of the county; and

**WHEREAS**, many agencies partnered with Brunswick County to render valuable services to the people of Brunswick County before, during and after the storm; and

**WHEREAS**, numerous volunteers and organizations gave unselfishly of their time to provide assistance without the expectation of thanks or tangible personal remuneration; and

**WHEREAS**, the Brunswick County Board of Commissioners recognizes the positive impact of these volunteers and agencies and applauds their efforts.

**NOW, THEREFORE**, be it resolved that the Brunswick County Board of Commissioners recognizes and extends appreciation to Brunswick County Department of Social Services for their outstanding efforts in serving the people of Brunswick County during this challenging time.

Adopted this the 7<sup>th</sup> day of January, 2019.

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Frank Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Andrea White, NCCCC  
Clerk to the Board



*County of Brunswick*  
*Office of the County Commissioners*



**A RESOLUTION OF APPRECIATION  
BRUNSWICK COUNTY PUBLIC INFORMATION OFFICER AMANDA HUTCHESON**

**WHEREAS**, Hurricane Florence made landfall in Brunswick County on September 14, 2018 leaving behind devastation to many areas of the county; and

**WHEREAS**, many agencies partnered with Brunswick County to render valuable services to the people of Brunswick County before, during and after the storm; and

**WHEREAS**, numerous volunteers and organizations gave unselfishly of their time to provide assistance without the expectation of thanks or tangible personal remuneration; and

**WHEREAS**, the Brunswick County Board of Commissioners recognizes the positive impact of these volunteers and agencies and applauds their efforts.

**NOW, THEREFORE**, be it resolved that the Brunswick County Board of Commissioners recognizes and extends appreciation to Brunswick County Public Information Officer Amanda Hutcheson for her outstanding efforts in serving the people of Brunswick County during this challenging time.

Adopted this the 7<sup>th</sup> day of January, 2019.

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Frank Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Andrea White, NCCCC  
Clerk to the Board

*County of Brunswick*  
*Office of the County Commissioners*



**A RESOLUTION OF APPRECIATION  
ST. JAMES EMERGENCY MANAGEMENT**

**WHEREAS**, Hurricane Florence made landfall in Brunswick County on September 14, 2018 leaving behind devastation to many areas of the county; and

**WHEREAS**, many agencies partnered with Brunswick County to render valuable services to the people of Brunswick County before, during and after the storm; and

**WHEREAS**, numerous volunteers and organizations gave unselfishly of their time to provide assistance without the expectation of thanks or tangible personal remuneration; and

**WHEREAS**, the Brunswick County Board of Commissioners recognizes the positive impact of these volunteers and agencies and applauds their efforts.

**NOW, THEREFORE**, be it resolved that the Brunswick County Board of Commissioners recognizes and extends appreciation to St. James Emergency Management for their outstanding efforts in serving the people of Brunswick County during this challenging time.

Adopted this the 7<sup>th</sup> day of January, 2019.

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Frank Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**

John Nichols

**Action Item # VI. - 2.**

Utilities - Northwest Water Treatment Plant Design Status Update  
(John Nichols, Director of Public Utilities)

**Issue/Action Requested:**

Request that the Board of Commissioners receive a status update on the Northwest Water Treatment Plant Design.

**Background/Purpose of Request:**

The County's consultant, CDM Smith, will provide a status update of the Northwest Water Treatment Plant capacity and advanced treatment upgrades. The status update will include information on cost, schedule, and status of the NPDES (National Pollutant Discharge Elimination System) permit.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive a status update on the Northwest Water Treatment Plant Design.

**ATTACHMENTS:**

Description

- ▣ PPT - Northwest Water Treatment Plant Design Update

# Northwest Water Treatment Plant Improvements

Project Update

Brunswick County Board of Commissioner Meeting

Reed Barton, PE

*January 7, 2019*



**CDM  
Smith**

# Project Timeline

Advanced Treatment  
Evaluation  
Jan - Apr '18

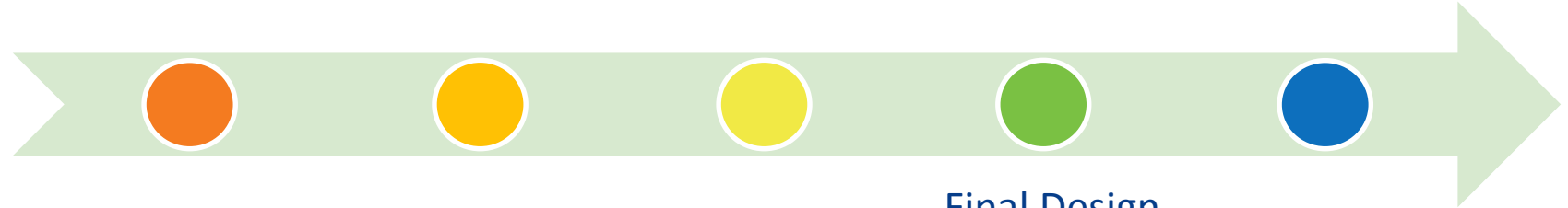
Preliminary Engineering  
& NPDES Permit

May - Aug '18

Application Submitted Nov '18

Bidding & Construction

Nov '19 - Sep '22



LPRO Pilot Testing

Feb - Jul '18

Extended to May '19

Final Design  
and Permitting

Oct '18 - Sep '19



# Alternatives Considered for Improvements to Water Supply

## Maintain Existing Cape Fear River Supply

- Abundant source of water
- Existing Infrastructure
- Advanced treatment is required to address emerging contaminants (GenX, PFAS, 1,4-Dioxane)
- Northwest WTP requires expansion to meet projected water demand

**SELECTED**

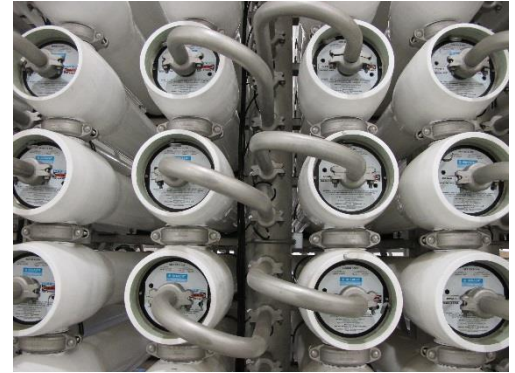
## Expand County's Groundwater Supply

- Groundwater supply is inadequate to meet the County's water needs

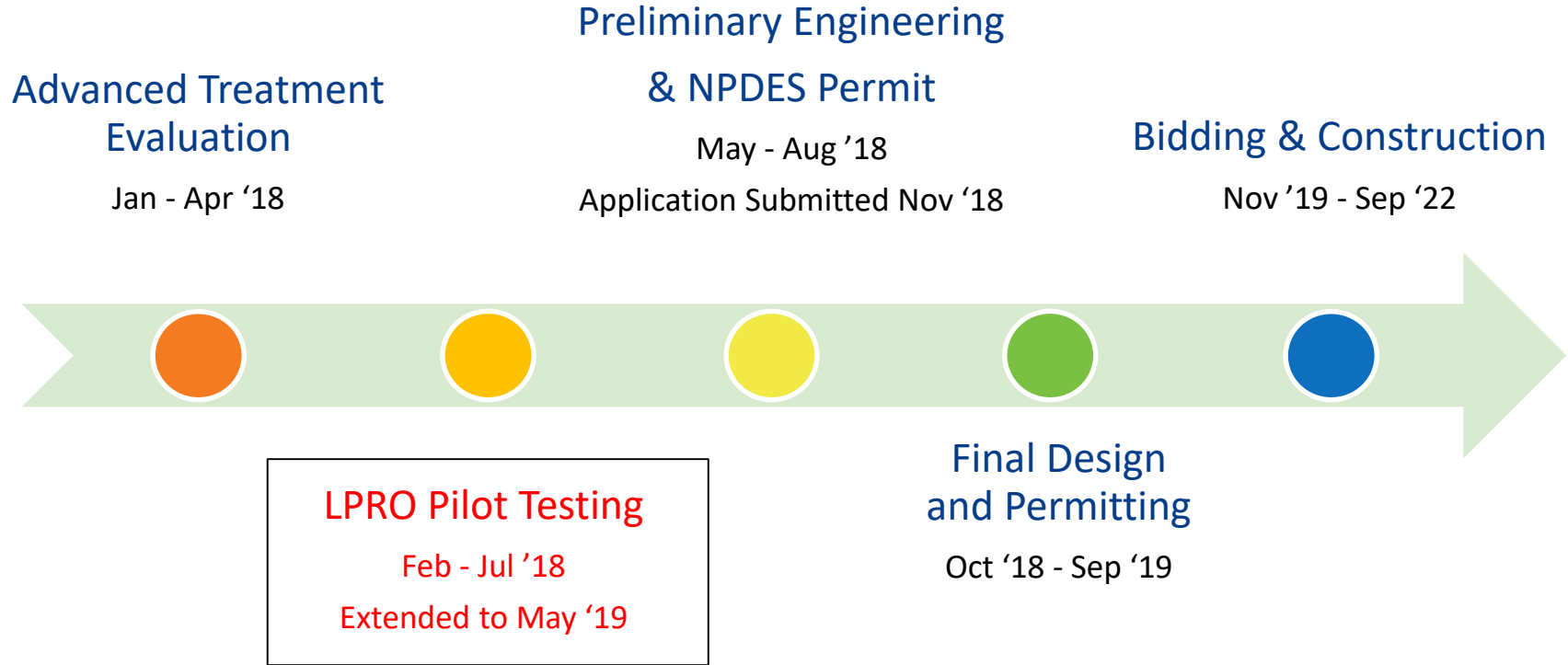
**NOT SELECTED**

# For advanced treatment, LPRO is recommended for the following reasons:

- ✓ Best removal of GenX, other PFAS and 1,4-Dioxane
- ✓ Most Cost-Effective advanced treatment technology for removing 90% or more of the Target Contaminants (25-yr NPW)
- ✓ Provides best protection against the broadest range of unidentified contaminants and spills/spikes in the Cape Fear River



# Project Timeline



# Pilot Testing Has Confirmed LPRO Effectiveness

Parameter	Filtered Water Concentration	RO Treated Water	Calculated Removal %
Gen X	7 – 12 ng/L	ND	--
Nafion Byproduct 1 & 2	ND – 6 ng/L	ND	--
PFMOAA	320 – 750 ng/L	ND – 11 ng/L	98%+
PFO2HxA	12 – 26 ng/L	ND	--
PFHxA	19 – 20 ng/L	ND	--
PFPeA	16 - 17 ng/L	ND	
PFOS + PFOA	18 - 26 ng/L	ND	--
Sum (45) of PFAS Tested	423 – 892 ng/L	ND – 11 ng/L	--

# Project Timeline

Advanced Treatment  
Evaluation

Jan - Apr '18

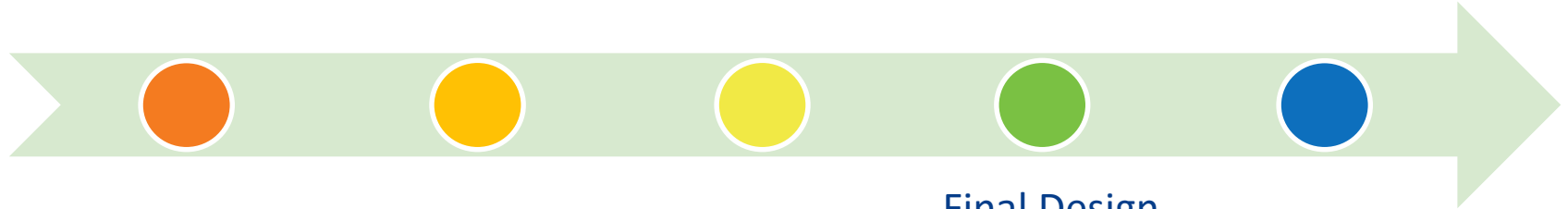
Preliminary Engineering  
& NPDES Permit

May - Aug '18

Application Submitted Nov '18

Bidding & Construction

Nov '19 - Sep '22



LPRO Pilot Testing

Feb - Jul '18

Extended to May '19

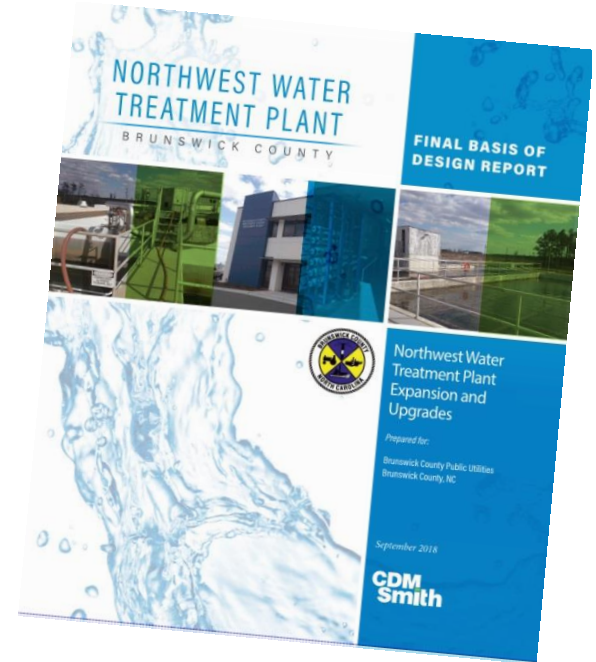
Final Design  
and Permitting

Oct '18 - Sep '19



# Preliminary Engineering Work Completed

Description	Opinion of Probable Project Cost
WTP Expansion and Improvements	\$47.5 M
RO Facility	\$82 M
Concentrate Pipeline	\$7.5 M
<b>Total</b>	<b>\$137 M</b>



- ✓ Selected for WIFIA Funding (up to \$73M Loan)

# Project Timeline

Advanced Treatment  
Evaluation

Jan - Apr '18

Preliminary Engineering

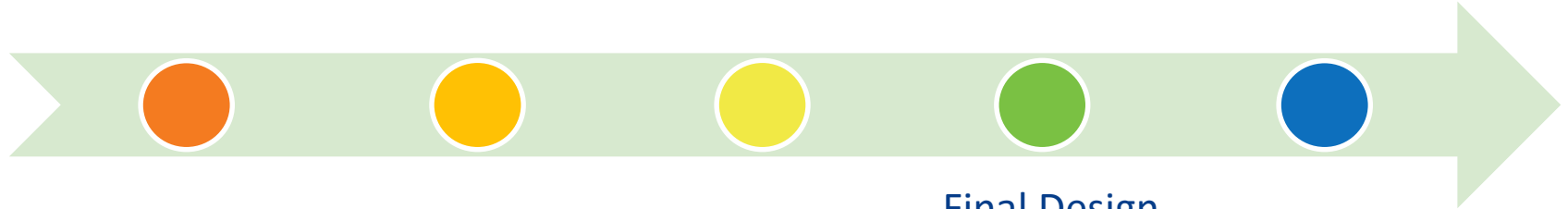
& NPDES Permit

May - Aug '18

Application Submitted Nov '18

Bidding & Construction

Nov '19 - Sep '22



LPRO Pilot Testing

Feb - Jul '18

Extended to May '19

Final Design  
and Permitting

Oct '18 - Sep '19

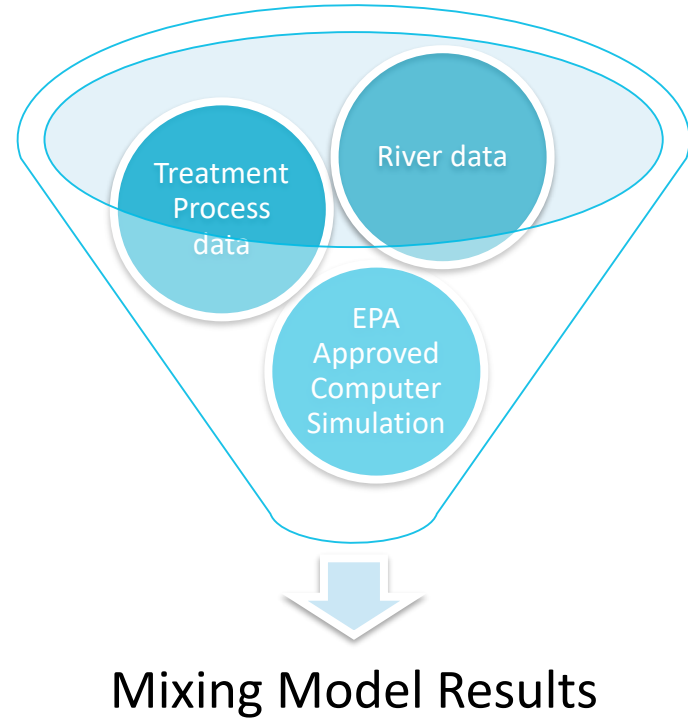
# Why is an NPDES Permit Required?

- LPRO generates concentrate stream
- CDM Smith evaluated alternatives to manage concentrate

Option	Feasible	Justification
NPDES discharge to surface water	Yes	Proximity to Cape Fear River; NC DEQ has approved discharges for other RO facilities
Discharge to sewer/ wastewater system	No	Existing wastewater infrastructure in 10 mile radius not adequate
Land application	No	'Very limited' soils in the area; estimate 1,000 acres land required
Reuse/ reclaimed water	No	No existing infrastructure, low demand in area
Deep well injection	No	Not permitted by NC General Statutes

# Characteristics of Requested Discharge

- **Discharge will meet ALL regulatory requirements**
- Expected flow range is 0.7 mgd – 4 mgd
- NPDES permit will set specific guidelines for the water being discharged
- Return compounds to the Cape Fear River that were removed from the drinking water during treatment
- No net increase in PFAS or emerging contaminants to the river

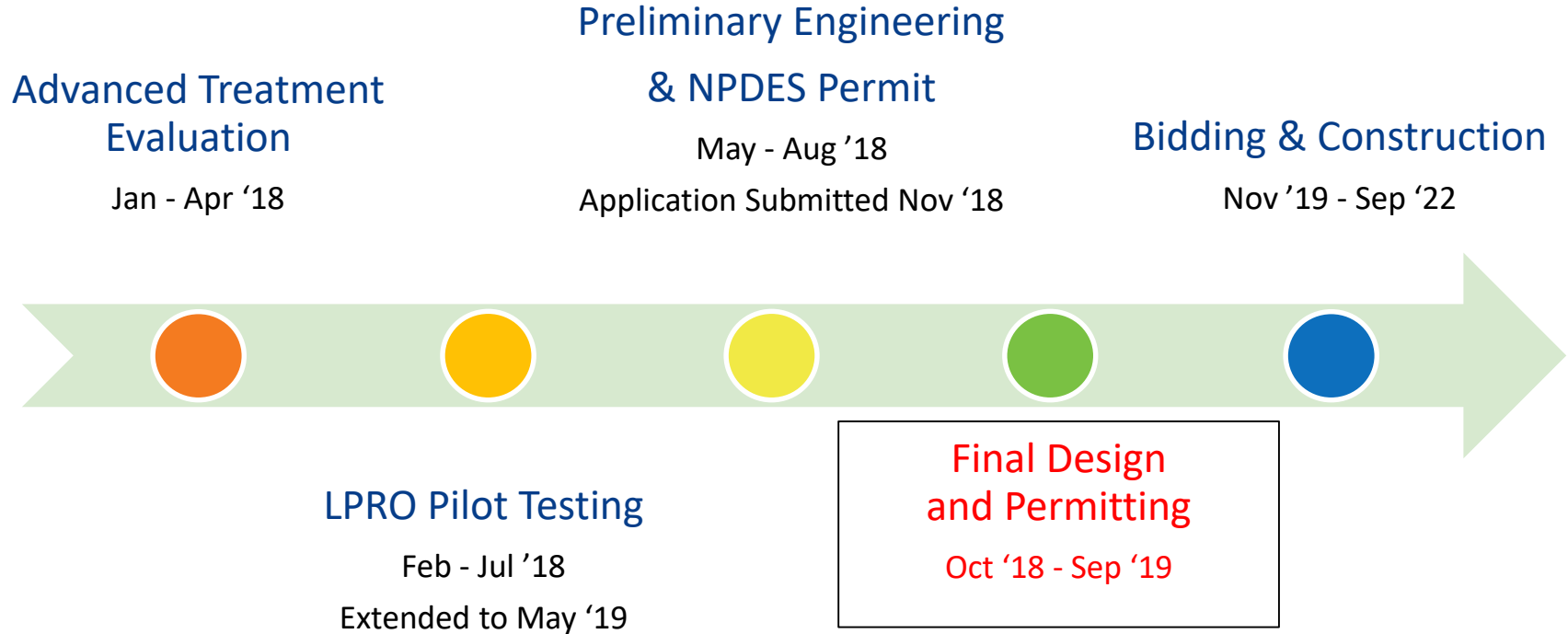


# NPDES Permit Application Status

- Application submitted Nov. 9, 2018
- Probable 6-month review/approval process
- Preliminary comments from DEQ received Dec. 14, 2018
- CDM Smith is preparing responses (Jan 2019)
- Next step: DEQ will prepare a Draft NPDES Permit
  - State and federal agency review
  - Public comment



# Project Timeline



# Final Design Status

- Final design initiated October 2018
- Final documents ready for bidding October 2019





*Questions?*





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**Action Item # VII. - 1.**

**From:**  
Ann Hardy

Administration - Consideration of Video Recording  
Commissioner Meetings (Ann Hardy, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners receive information regarding a suggestion to videotape and record commissioners' meetings and provide direction to staff.

**Background/Purpose of Request:**

A suggestion was made to provide information to the commissioners on videotaping of meetings and to contact the school system for information regarding their process. The schools contract the recording and editing and then provide to ATMC for broadcast. The schools stream their meetings live on their website and post prior meetings for the public to access.

The initial equipment cost is estimated at \$5,600, annual cost for livestream of video \$900, and annual estimate of videographer services is \$30,000.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive information regarding a suggestion to videotape and broadcast commissioners' meetings and provide direction to staff.



## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**January 7, 2019**

#### **Action Item # VII. - 2.**

**From:**  
Ann Hardy

Emergency Services - Non-Profit Volunteer Fire Department Agreement (Malcolm Smith, Fire Administrator and Interim Director of Emergency Services)

#### **Issue/Action Requested:**

Request that the Board of Commissioners receive information regarding an agreement with non-profit volunteer fire departments and provide direction to staff.

#### **Background/Purpose of Request:**

##### **Background Information:**

The county-provided budget, excluding any municipal appropriations, dedicated to fire services has grown to \$17 million annually. The county and non-profit volunteer fire departments entered into an agreement on July 1, 2005 for the provision of fire services within fire services areas established by the county. The county and the non-profit volunteer fire departments have executed the attached Standard of Assurances annually until FY 19 pending the approval of a new agreement. *(The agreement attached is for the former Leland VFD but all 2005 agreements are identical).* On June 28, 2017 the NC General Assembly adopted a bill entitled An Act To Modify Brunswick County's Fire Protection Fees. Session Law 2017-60 is attached. The changes to the bill doubled the annual amounts that fire fees may not exceed, established a fee of 75% of the amount otherwise applicable under the fee schedule for properties located beyond 6 road miles from the closest fire station of their district that have a fire insurance rating of 10, and provided collection remedies to include that the county may collect any delinquent fire fees, existing either before or after the effective date of the act through attachment, garnishment and foreclosure.

#### **Current Situation:**

The county increased fire fees 25% across the board for all municipal and volunteer departments in FY 18 and continued to provide supplemental ad valorem funds to some non-profit departments where fire fees did not provide adequate operational support. During the budget process for FY 19, the county manager indicated to the fire fee committees that supplemental ad valorem funding to fire departments of \$626,690 provided in FY 18 (Bolivia \$97,638, Navassa \$130,158, Waccamaw \$88,740, Yaupon Beach \$130,154, Civietown \$45,000, Shallotte Point \$45,000, Sunset Harbor/Zion Hill \$45,000, Grissettown Longwood \$45,000) would not be included in the manager's recommended budget. It was suggested that departments explore options to become self-sustaining for the future with consideration of mergers and consolidations, efficiency and service improvements, and future capital needs.

The Board of Commissioners approved the FY 19 budget with no supplemental ad valorem funding and adopted the following non-profit fire fee changes as recommended by the fire fee committees:

St. James VFD no change in Fire Fees (continued additional contract for training/rescue support county funds of \$14,300)

Bolivia VFD 30% Increase in Fire Fees

Navassa VFD no change in Fire Fees

Waccamaw VFD 35% Increase in Fire Fees

Yaupon Beach (Dissolved and Southport Municipal Department Assumed Service Area with No Change in



Fire Fees)

Northwest VFD 25% Increase in Fire Fees

Winnabow VFD no increase in fire fees

Civietown VFD 35% Increase in Fire Fees

Shallotte Point VFD 35% Increase in Fire Fees

Sunset Harbor/Zion Hill VFD 45% Increase in Fire Fees

Grissettow Longwood VFD 50% Increase in Fire Fees (continued additional contract for training/rescue support county funds of \$15,000)

Supply VFD no change in Fire Fees

Boiling Springs Lake no change in Fire Fees

Calabash VFD no change in Fire Fees

Tri-Beach VFD 15% Increase in Fire Fees

The Fire Fee Committee for Navassa VFD indicated that the citizenry could not incur an increase in fire fees and that they anticipated substantial growth leading to self-sufficiency in the near future. Navassa expressed strong concerns with lack of sufficient notice for a budget change along with prior commitments and approvals made by the county that were built into their operating plan. The county subsequently approved an FY 19 budget appropriation of county ad valorem tax funds of \$60,000 to Navassa VFD and an additional amount for a grant match, if awarded.

County staff and the Fire Chiefs Association, represented by President Chief Todd, have been working for several months to improve the non-profit volunteer fire service contract. *(A new municipal contract was approved by the Board of Commissioners and has been forwarded to municipal governments. Staff is not aware of any objections to the contract.)* The county initially provided a non-profit agreement draft to the chiefs for review. The chiefs then engaged an attorney that assisted them in drafting an alternative agreement. County staff and the president of the fire chiefs have worked together to create a draft agreement. The majority of the agreement terms are agreeable to both the county staff and the chief's association. The new agreement terms include improvements over the existing agreement and standard of assurances. Attached is the draft agreement that incorporates terms that county staff recommend against the request of the chief's association and does not include an additional term that the chiefs' association recommended. The agreement also consolidates the standard of assurances and eliminates the need for annual review and revisions. Additionally, the agreement provides specific reference to the provisions of the legislation.

The following contract terms are **proposed by county staff and are not recommended or approved by the Fire Chief's Association:**

Section 1 - Definitions

19. Immediate Family is defined as wife, husband, father, daughter, son, sister, brother, grandmother, grandfather, granddaughter and grandson. It also includes, step, half and in-law relationships. *(This definition is identical to the definition in the county personnel policy)*

Section 5 - Departments Non-Profit Corporation Status

The Department will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy that prohibits employees or immediate family members from serving on the Board of Directors as well as a nepotism policy which prohibits immediate family member direct reporting to other immediate family member. *(Identical to the county policy)*

Section 33 - County's Interest In Proper Acquisition and Disposition of Department Property

The incurring of debt for \$10,000 or more for any purpose shall require the prior approval of the Board of Commissioners.

The following contract term is **recommended by the Fire Chief's Association and is not recommended by county staff:**

Section 34 - Disposition of Department's Property

In the event that the county opts to provide fire control or fire protection to the Department's service area by a

means other than the Department, notwithstanding the Department's willingness and ability to continue to provide those services in accordance with this Agreement, the provisions of this Section shall not apply to the disposition of the Department's property, even if it was purchased in whole or in part with funding provided by the County. In all other situations leading to dissolution of the Department, subject to the limitations provided in Section 32 and Section 33, the provisions of this Section shall control the disposition of any of the Department's property which was purchase in whole or in part with County funding, as follows:

**Possible Options:**

1. Maintain existing contract and standard of assurances for FY 19 and continue to work toward a new contract effective July 1, 2020.
2. Approve a contract form, with or without any of the terms above, that are at issue and ask that it be executed no later than February 15, 2019.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

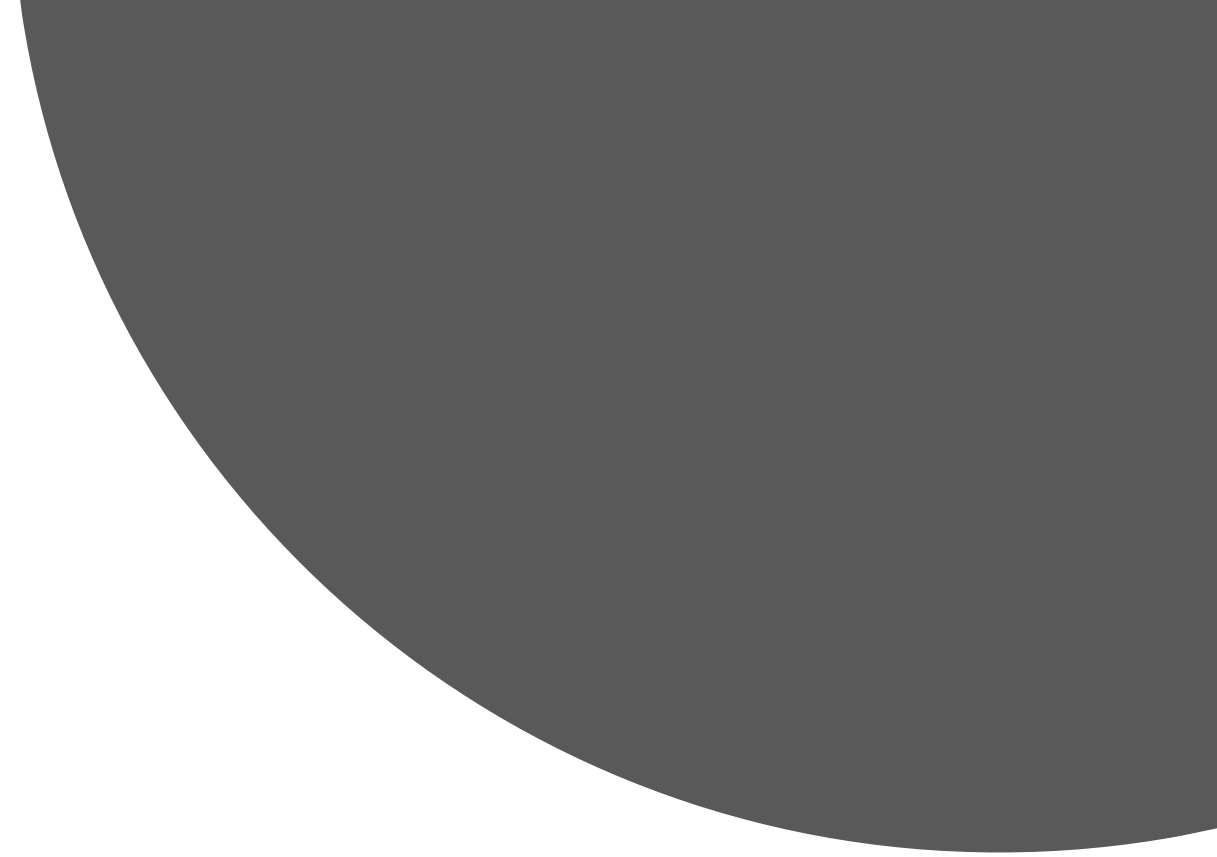
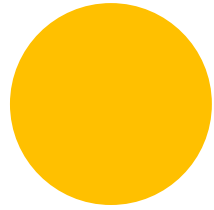
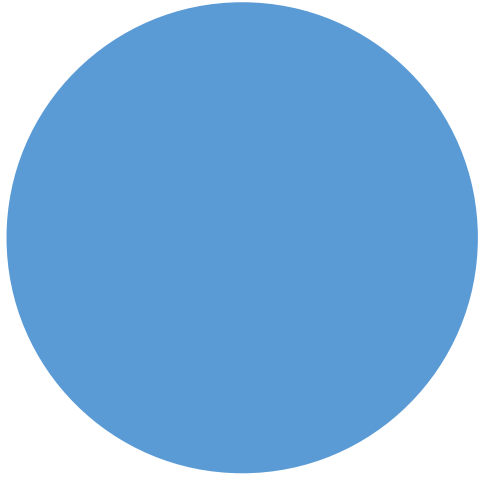
**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive information regarding an agreement with non-profit volunteer fire departments and provide direction to staff.

**ATTACHMENTS:**

Description

- ☐ Board Presentation
- ☐ Draft of County Staff Fire Services Contract
- ☐ Session Law 2017-60
- ☐ Standard of Assurances Template
- ☐ Form of Fire Services Contract Currently In Place
- ☐ Schedule of Fire Fee Changes

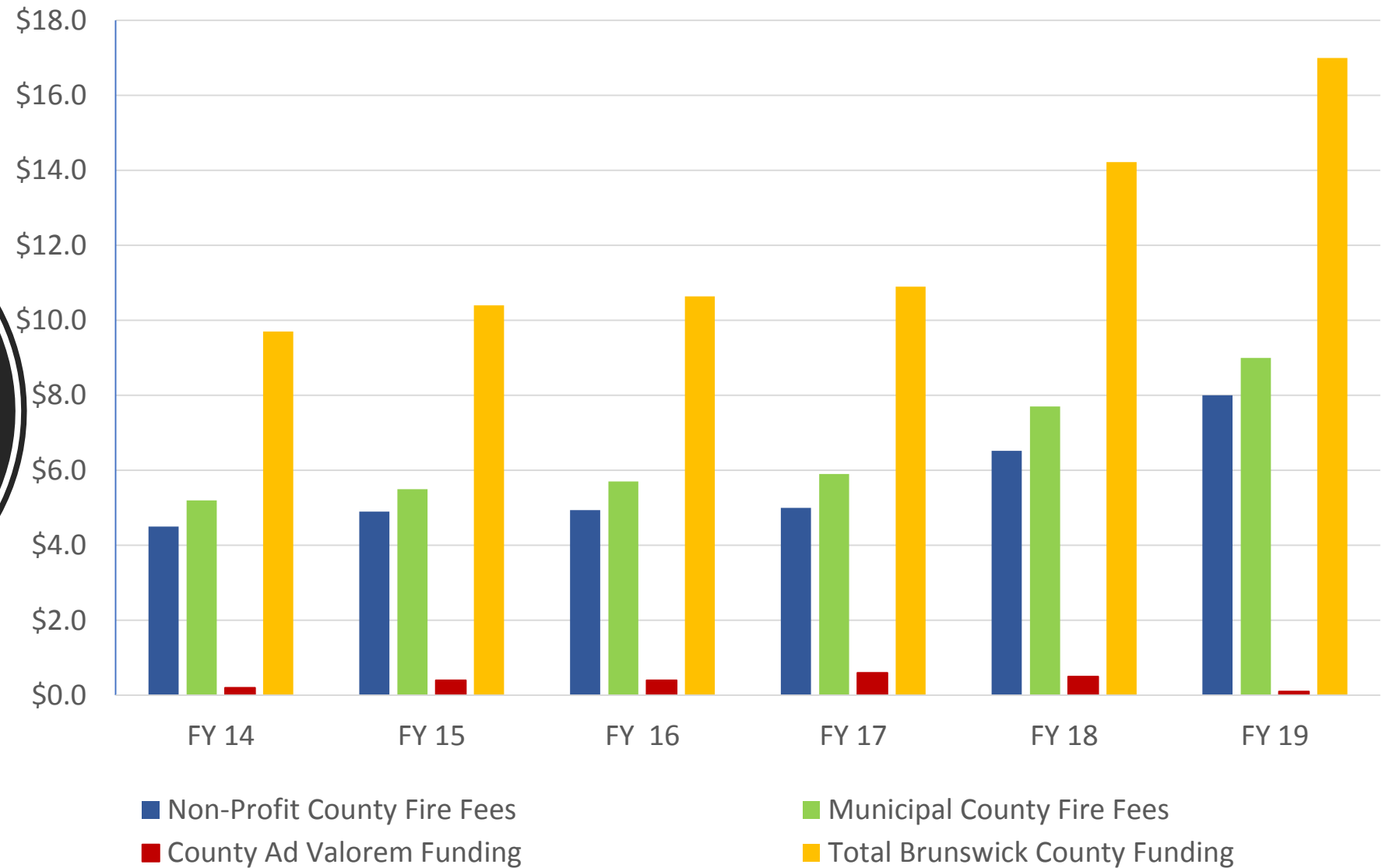


Board of Commissioners  
Update on Fire Services Agreement With  
Non-Profit Volunteer Departments

Ann Hardy  
County Manager

Brunswick County  
Fire Funding  
(FY 14 - FY 19)  
Cumulative \$79.3M

(In Millions, Excludes Municipal Funding or Other Funding Sources)



# Report of County Provided Fire Services Funding Resources FY 14 – FY 19

- **Non-Profit VFDs**

County Funding FY 19 \$8,004,726

County Funding FY 14 \$4,639,253

Increase in County Funding \$3,365,473

% Increase in County Funding 73%

***Cumulative Funding FY 14 – FY 19 \$35.8m***

Total Debt 6/30/2017 \$7,002,296

Total Cash 6/30/2017 \$2,382,615

(Includes Fire Fees & County Tax)



## Report of County Provided Fire Services Funding Resources FY 14 – FY 19

- **Municipal Fire Departments**

County Funding FY 19 \$8,993,068

County Funding FY 14 \$5,157,161

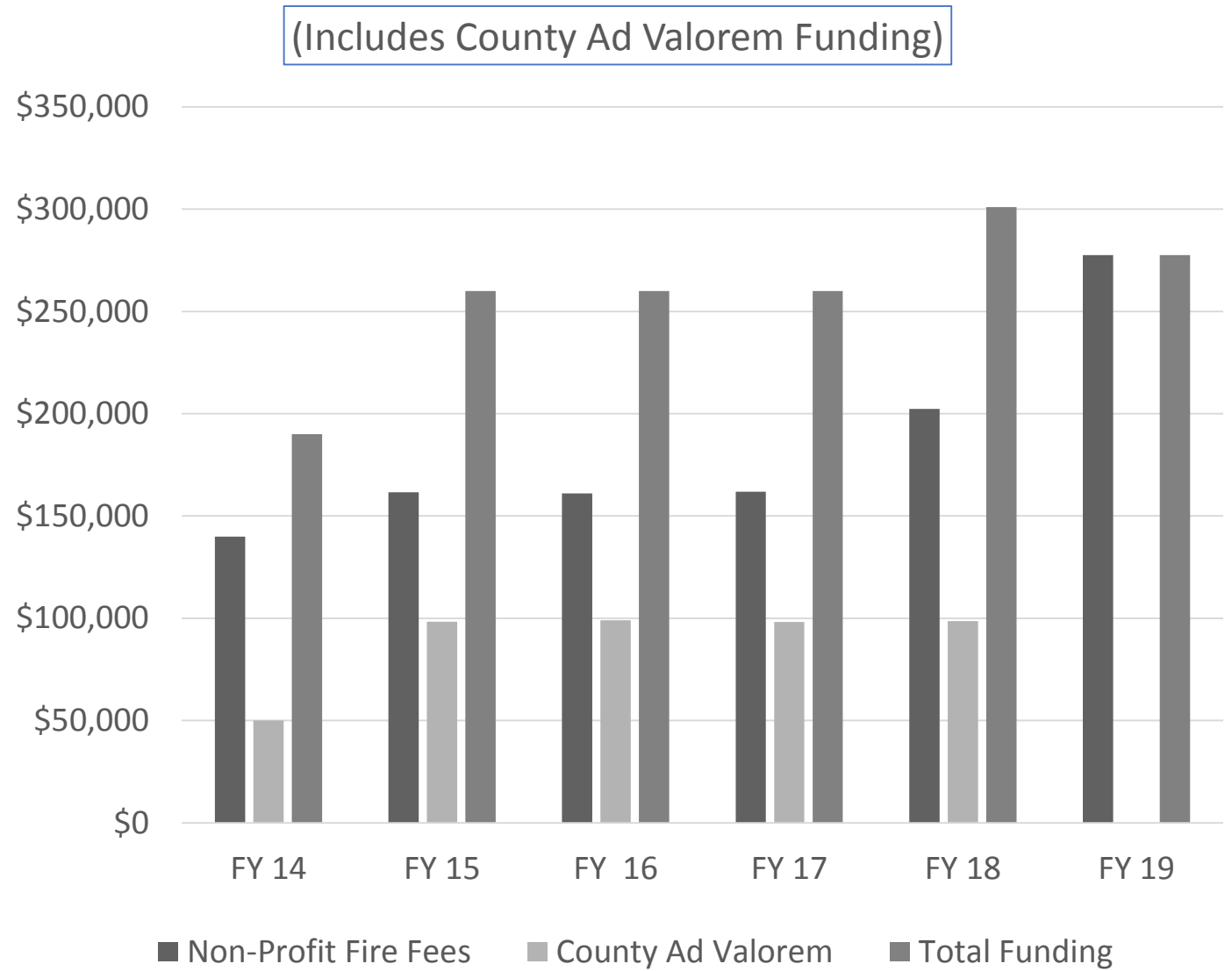
Increase in County Funding \$3,835,907

% Increase in County Funding 74%

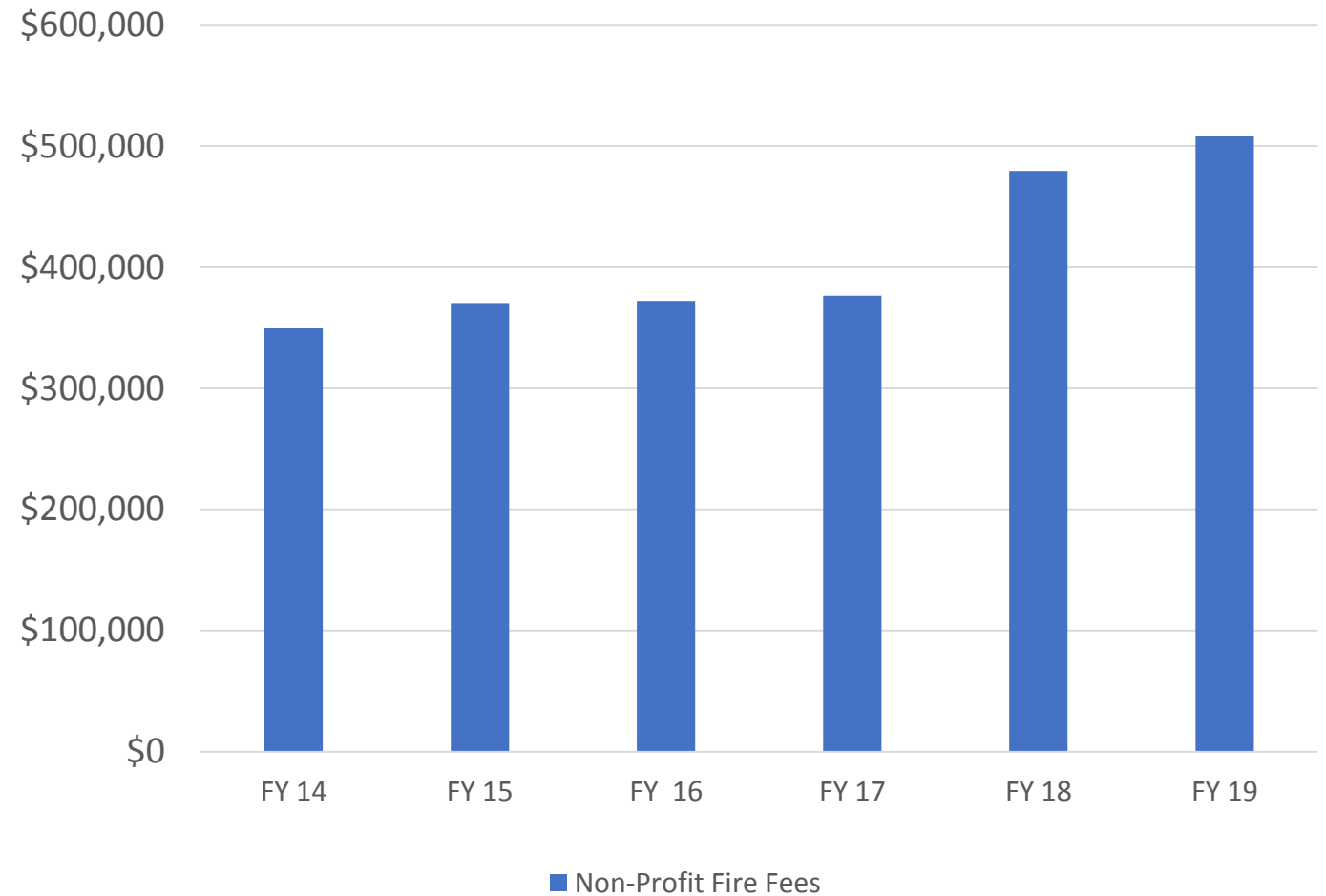
***Cumulative Fire Fees FY 14 – FY 19 \$39m***

(Excludes Municipal Tax)

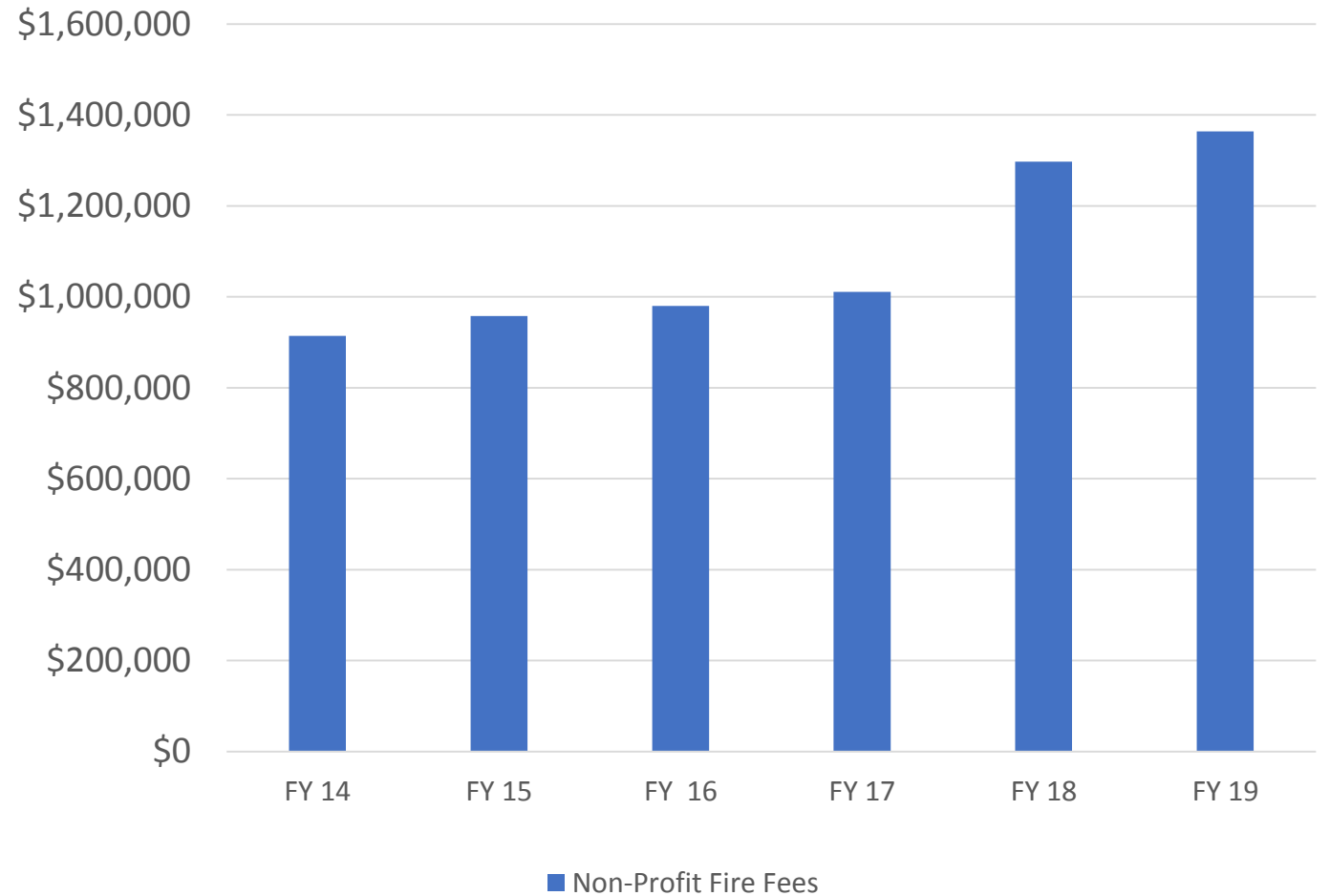
Bolivia VFD  
(FY 14 - FY 19)  
Annual Increase  
**\$87,570 or 46%**  
6/30/2017  
Debt - \$28,051,  
Cash - \$110,064



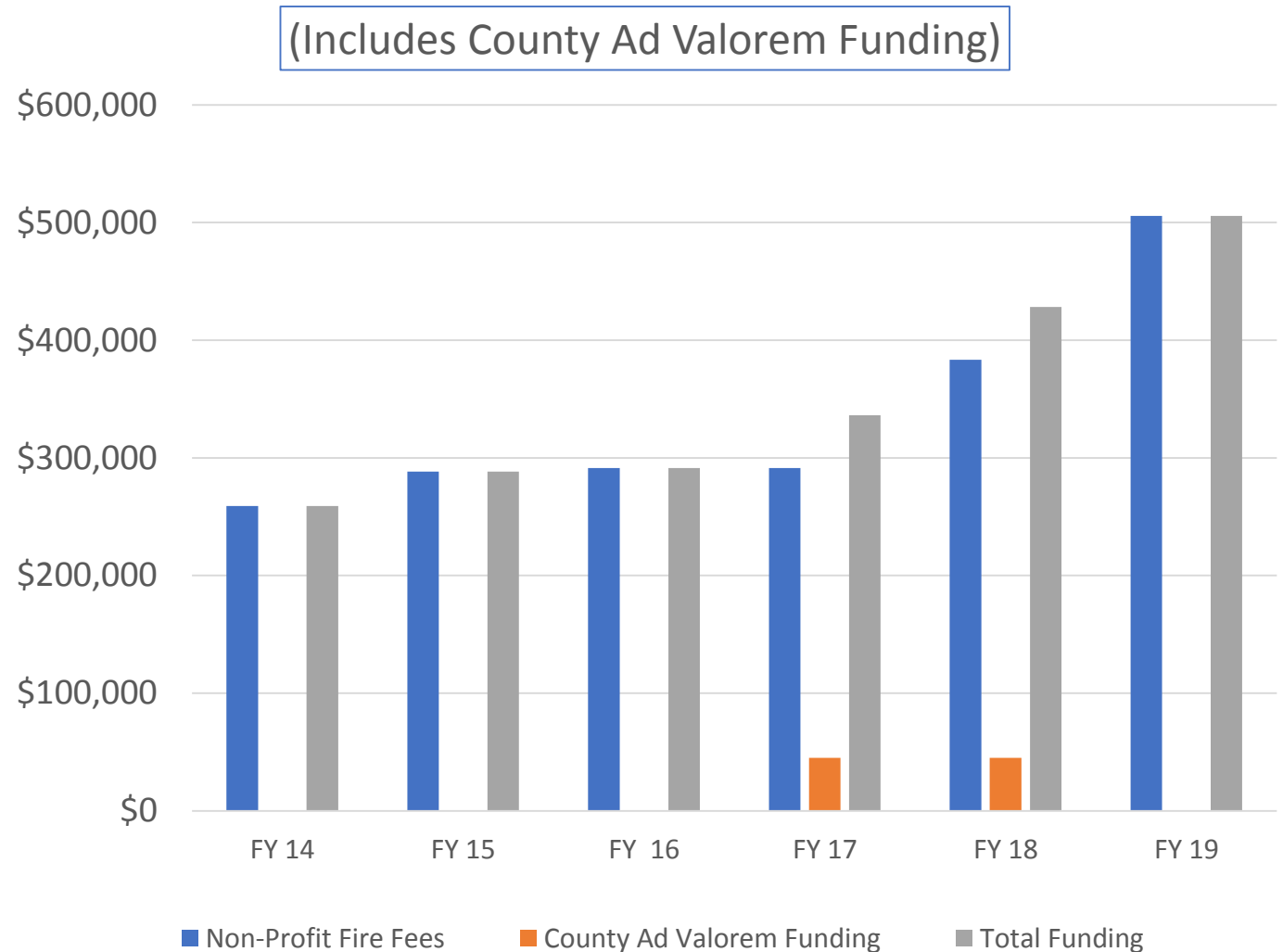
Boiling Springs  
Lake VFD  
(FY 14 - FY 19)  
Annual Increase  
\$158,100 or 45%  
6/30/2017  
Debt - \$497,721,  
Cash - \$186,330



Calabash VFD  
(FY 14 - FY 19)  
Annual Increase  
\$449,316 or 49%  
6/30/17  
Debt-\$1,642,660  
Cash - \$368,823

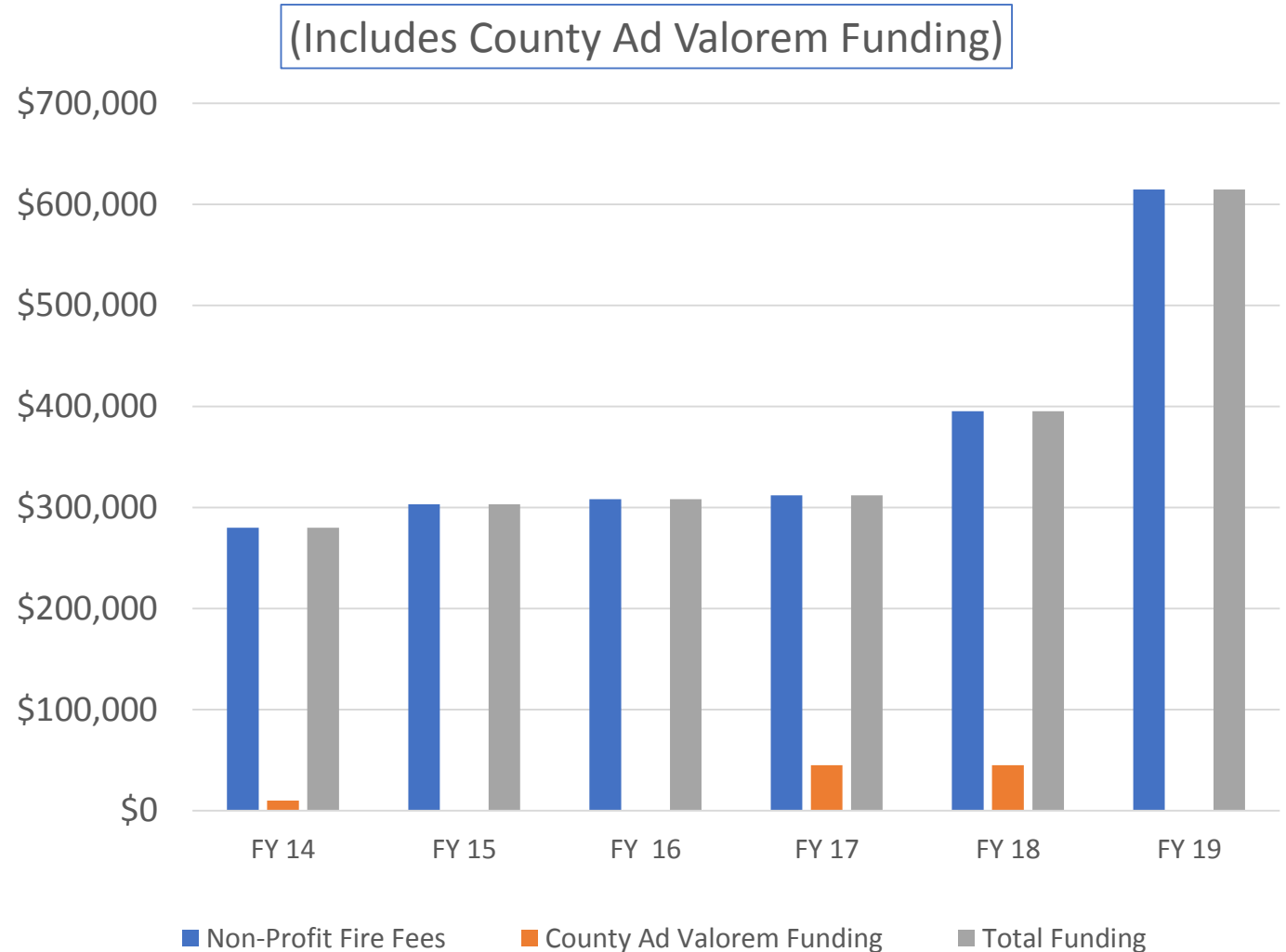


Civietown VFD  
(FY 14 - FY 19)  
Annual Increase  
\$236,728 or 88%  
6/30/17  
Debt - \$938,002  
Cash - \$8,080

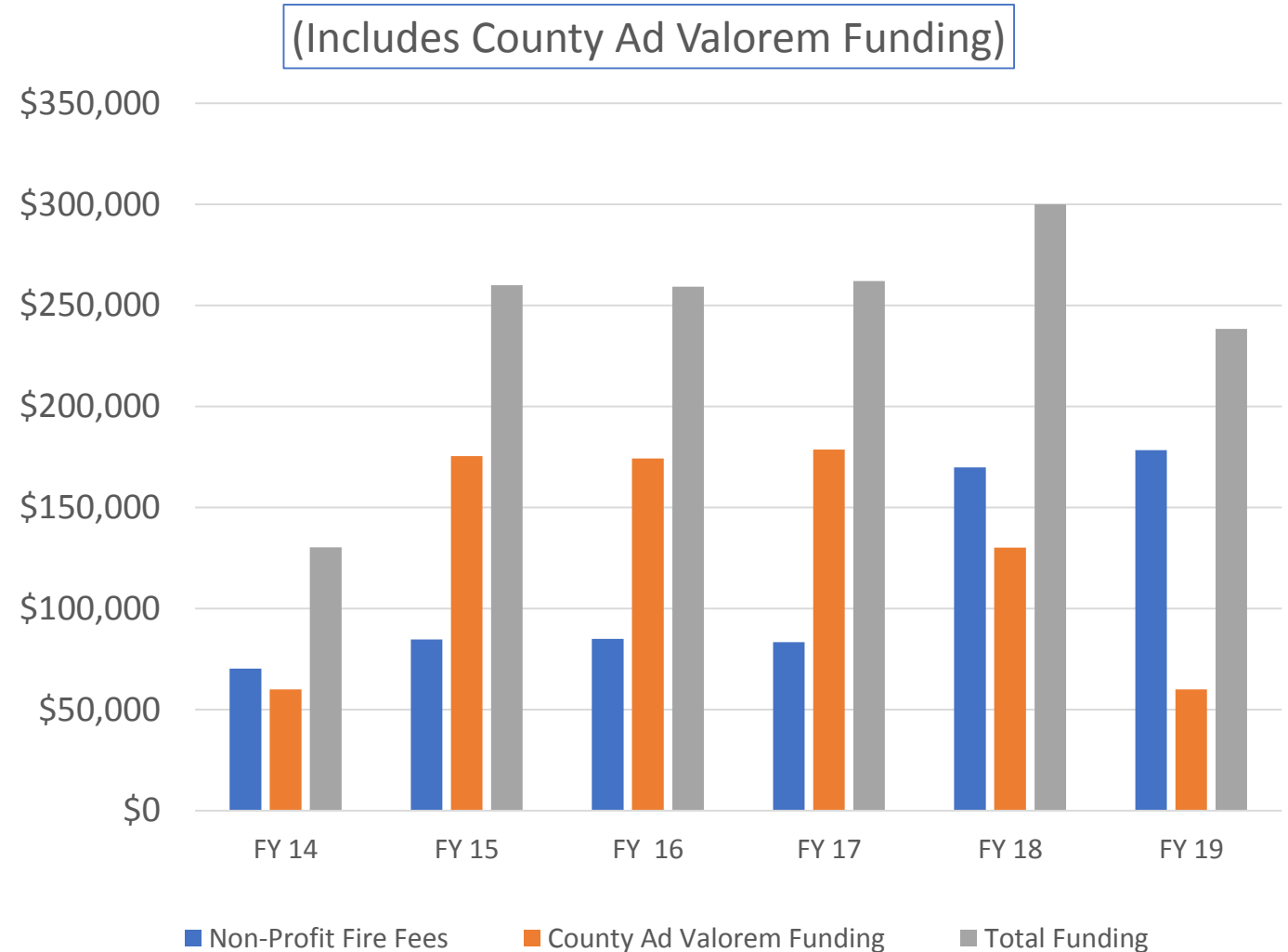




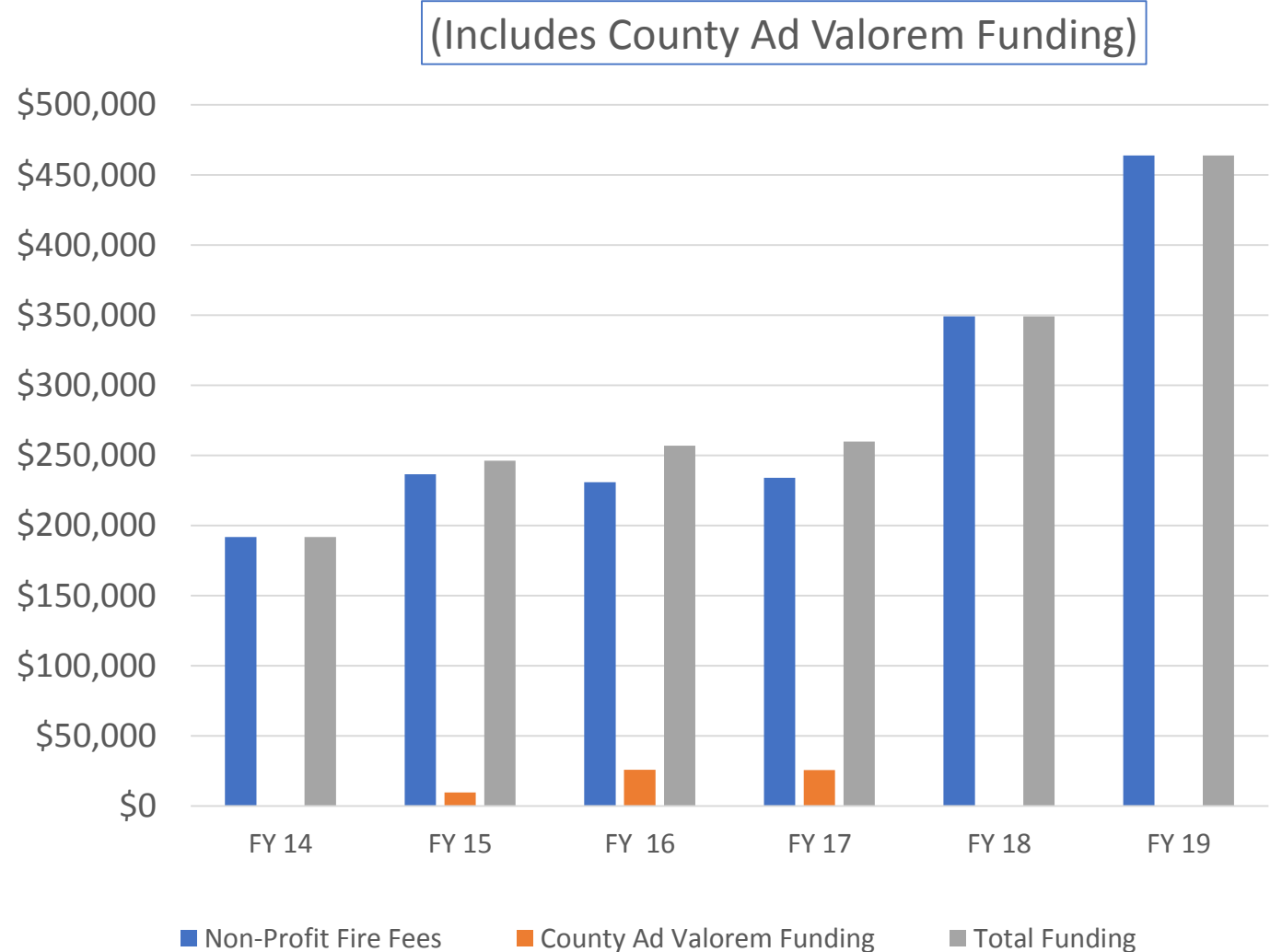
Grissettown  
Longwood VFD  
(FY 14 - FY 19)  
Annual Increase  
\$294,774 or 92%  
6/30/17  
Debt - \$28,551  
Cash - \$22,447



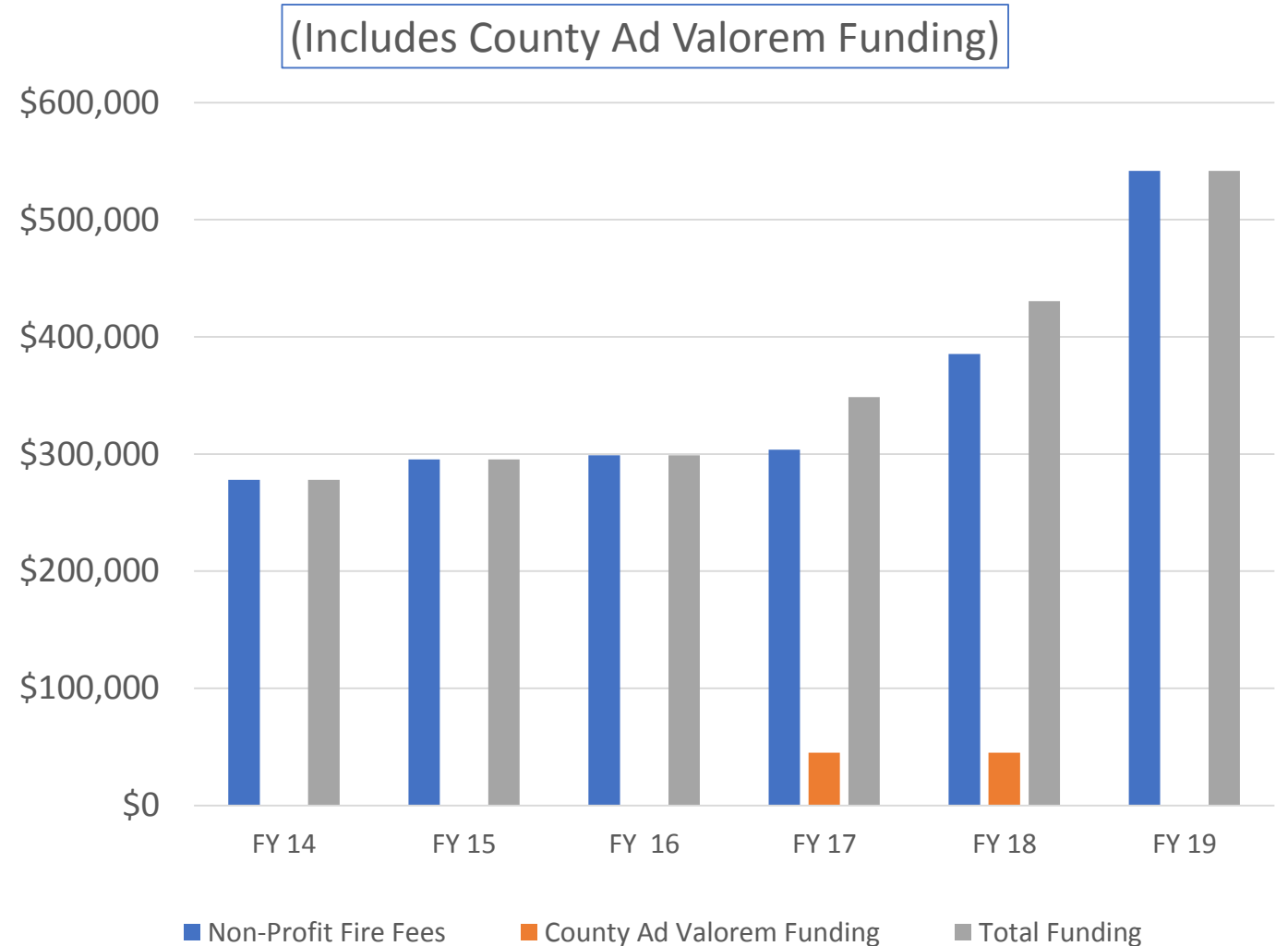
Navassa VFD  
(FY 14 - FY 19)  
Annual Increase  
\$108,073 or 83%  
6/30/17  
Debt \$504,886  
Cash \$145,976



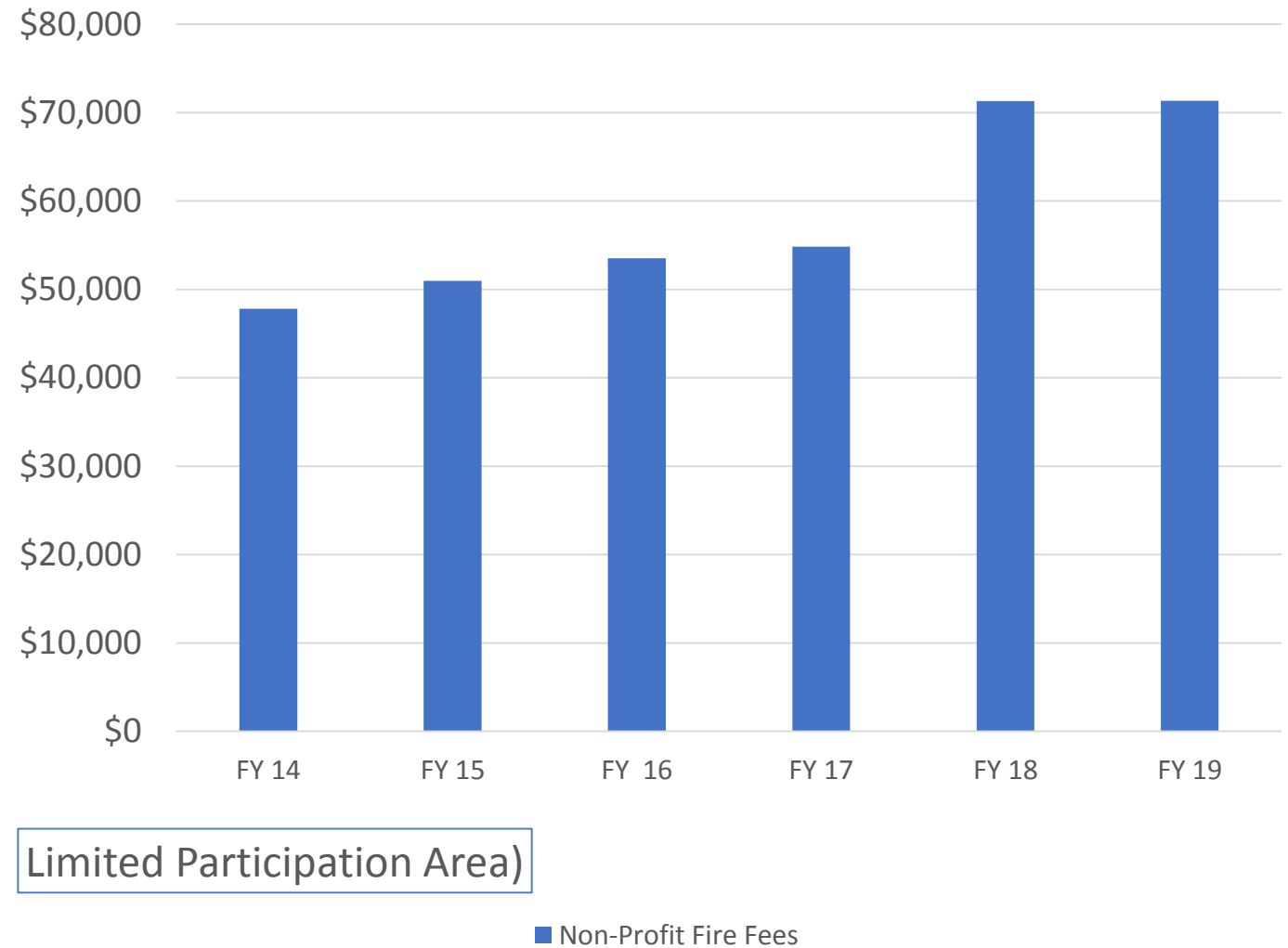
Northwest  
(FY 14 - FY 19)  
Annual Increase  
\$271,885 or 142%  
6/30/2017  
Debt - \$527,746  
Cash - \$3,334



Shallotte Point  
VFD  
(FY 14 - FY 19)  
Annual Increase  
\$263,742 or 95%  
6/30/2017  
Debt - \$0  
Cash \$222,438

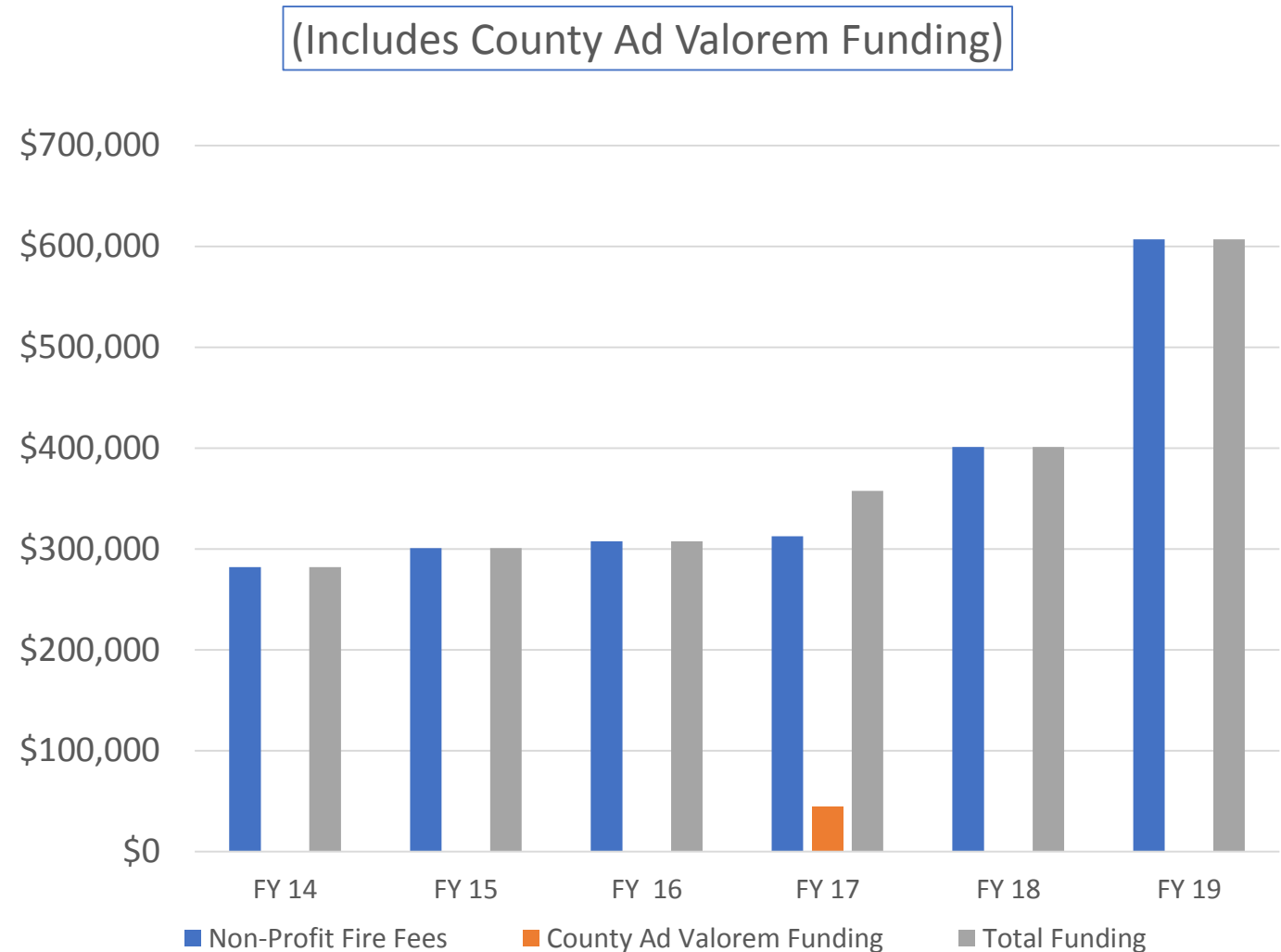


St. James VFD  
(FY 14 - FY 19)  
Annual Increase  
\$23,554 or 49%  
6/30/2017  
Debt \$520,000  
Cash \$231,494

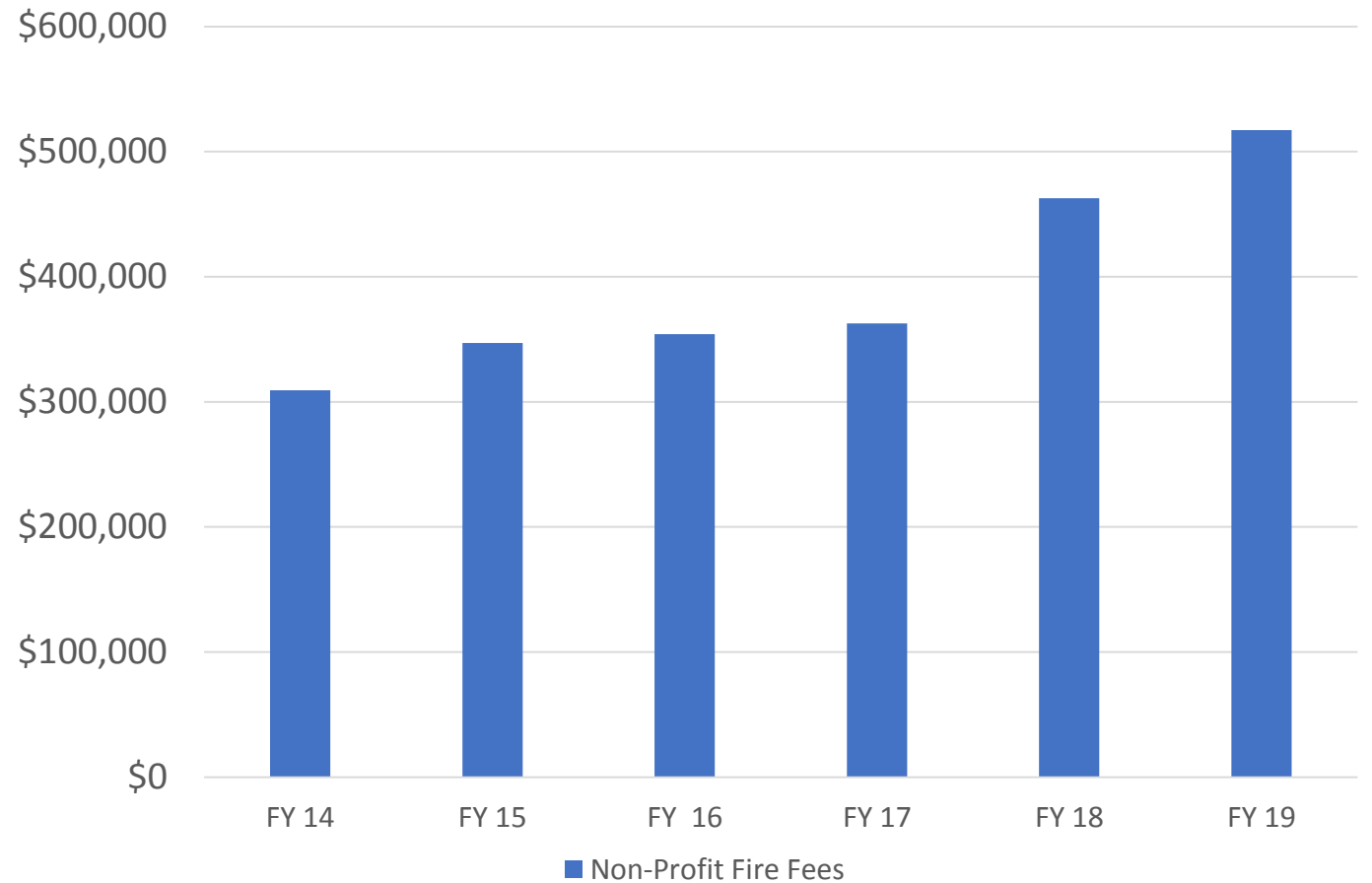




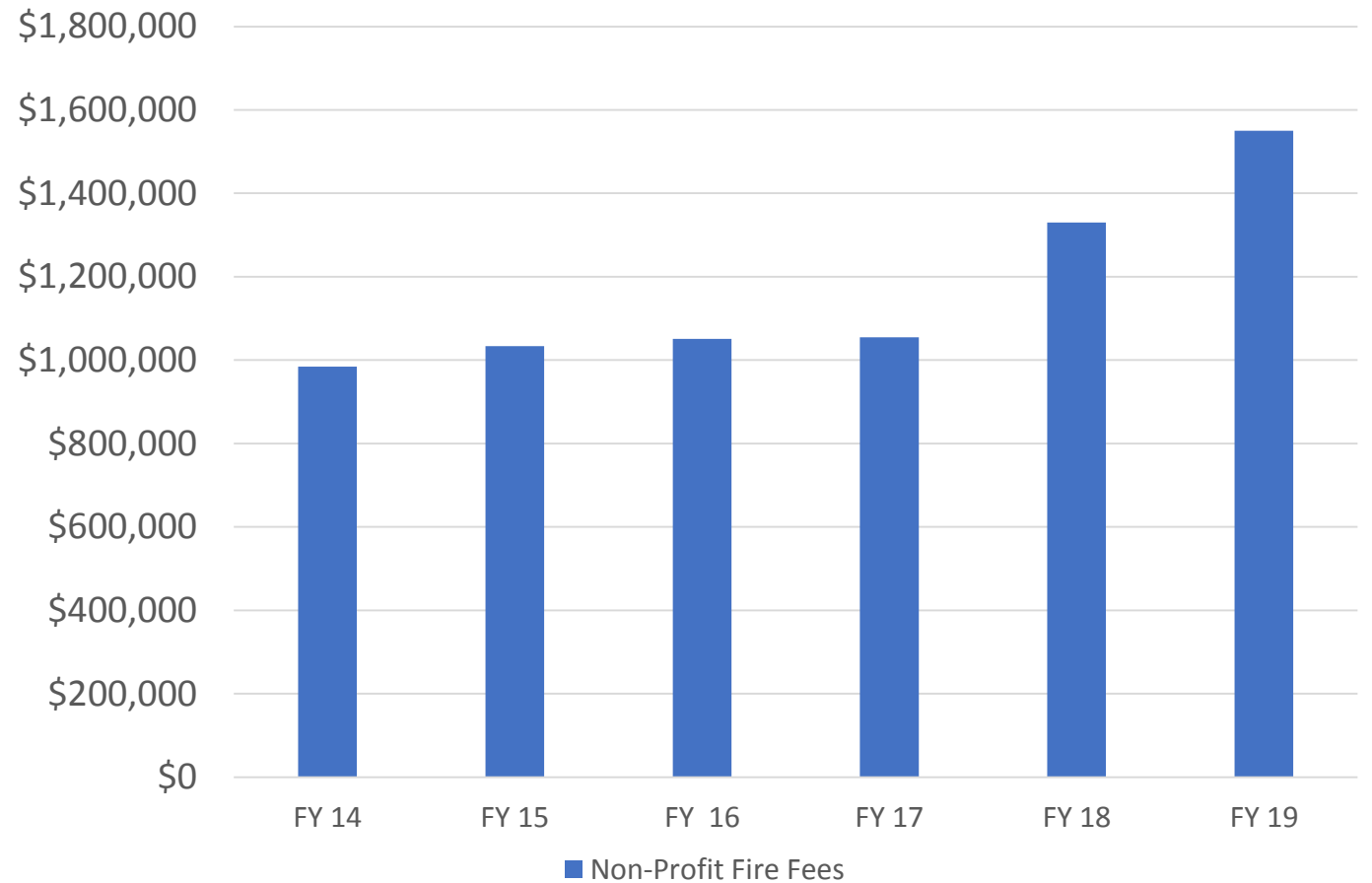
Sunset Harbor/Zion  
Hill VFD  
(FY 14 - FY 19)  
Annual Increase  
\$325,037 or 115%  
6/30/2017  
Debt \$126,066  
Cash \$31,383



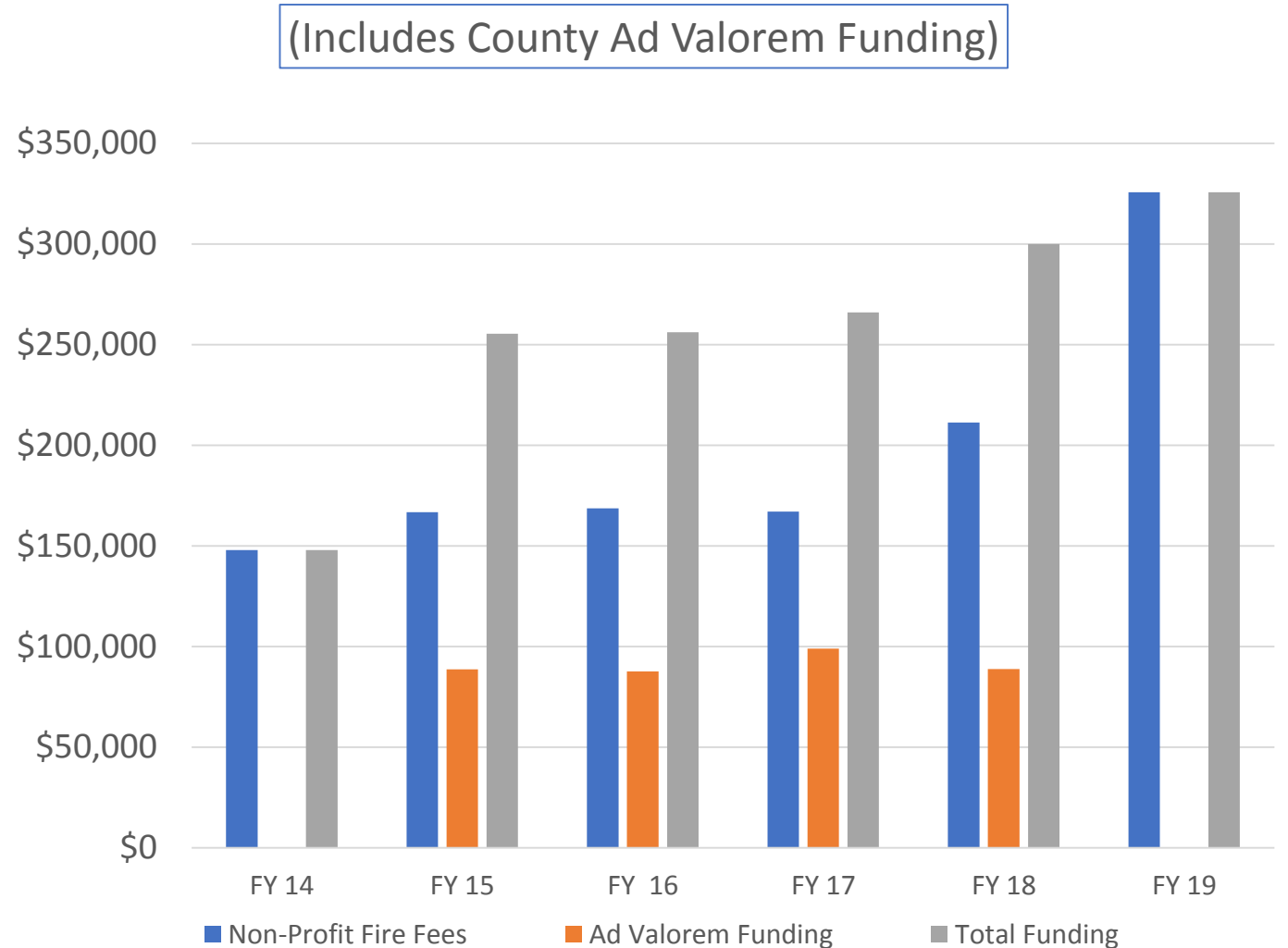
Supply VFD  
(FY 14 - FY 19)  
Annual Increase  
\$207,932 or 67%  
6/30/2017  
Debt \$1,024,258  
Cash \$38,864



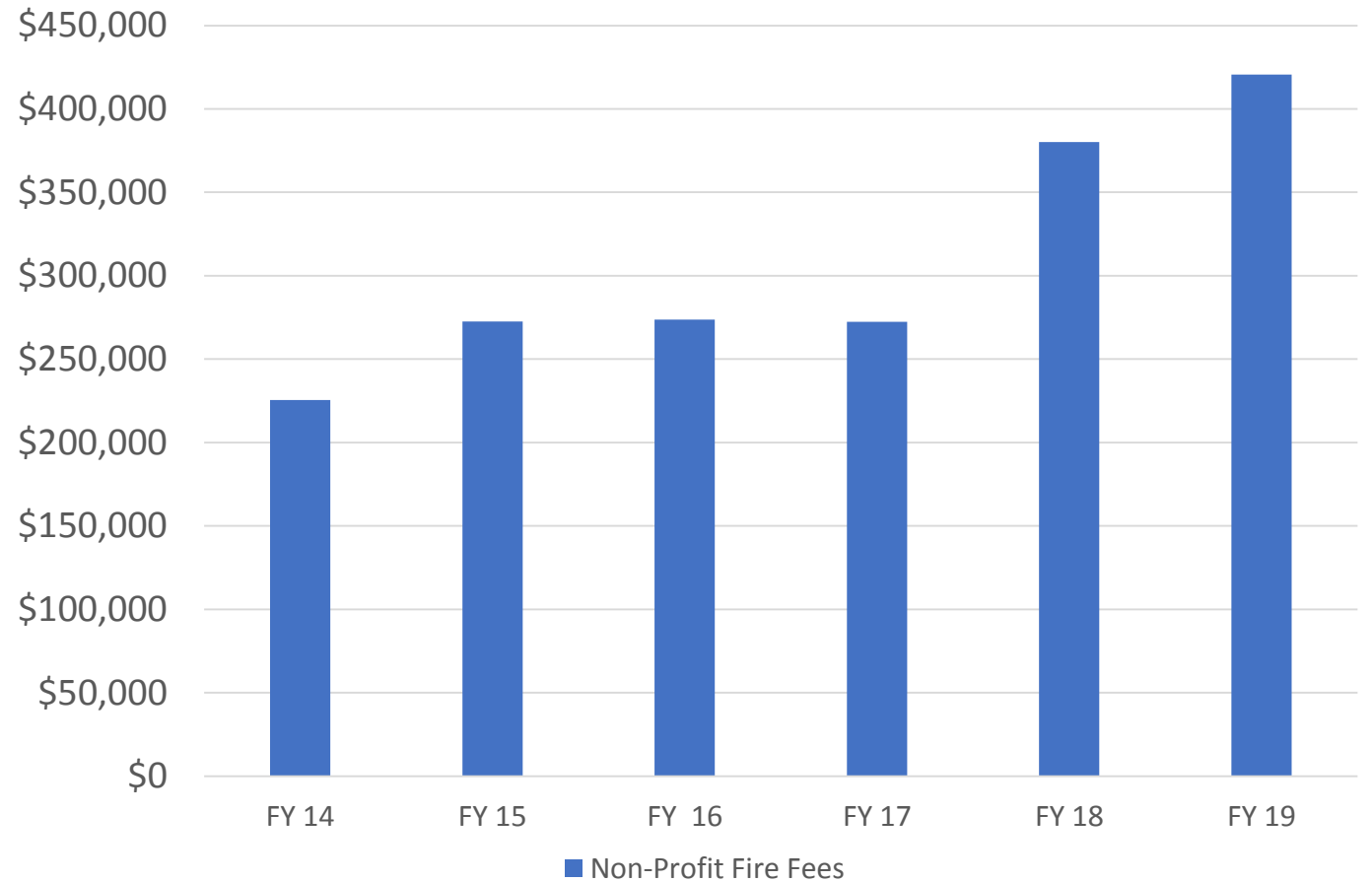
Tri-Beach VFD  
(FY 14 - FY 19)  
Annual Increase  
\$565,844 or 57%  
6/30/2017  
Debt \$662,969  
Cash \$728,628



Waccamaw VFD  
(FY 14 - FY 19)  
Annual Increase  
\$177,721 or 120%  
6/30/2017  
Debt \$0  
Cash \$25,003



Winnabow VFD  
(FY 14 - FY 19)  
Annual Increase  
\$195,196 or 87%  
6/30/2017  
Debt \$341,586  
Cash \$259,748





# Status of New Service Agreements

- Municipal Agreement Form Approved and Forwarded For Approval
- Non-Profit Agreement Included in Agenda Packet
  - Negotiations Occurred Between Chief Todd Representing Fire Chiefs Association and County Staff Several Months
  - Majority of Terms Agreeable to Both
  - Many Improvements over Existing Agreement From 2005 Combined with Annual Assurance Process

# County Staff Proposed Recommendations for Service Agreement

- Section 1 - Definitions
  - 19. Immediate Family is defined as wife, husband, father, daughter, son, sister, brother, grandmother, grandfather, granddaughter and grandson. It also includes, step, half and in-law relationships. *(This definition is identical to the definition in the county personnel policy)*
- Section 5 - Departments Non-Profit Corporation Status
  - The Department will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy that prohibits employees or immediate family members from serving on the Board of Directors as well as a nepotism policy which prohibits immediate family member direct reporting to other immediate family member. *(Identical to the county policy)*
- Section 33 - County's Interest In Proper Acquisition and Disposition of Department Property
  - The incurring of debt for \$10,000 or more for any purpose shall require the prior approval of the Board of Commissioners.

# Fire Chiefs Association Proposed Additional Language Regarding Disposal of Assets Should County Terminate Agreement

- Section 34 - Disposition of Department's Property
- In the event that the county opts to provide fire control or fire protection to the Department's service area by a means other than the Department, notwithstanding the Department's willingness and ability to continue to provide those services in accordance with this Agreement, the provisions of this Section shall not apply to the disposition of the Department's property, even if it was purchased in whole or in part with funding provided by the County. In all other situations leading to dissolution of the Department, subject to the limitations provided in Section 32 and Section 33, the provisions of this Section shall control the disposition of any of the Department's property which was purchase in whole or in part with County funding, as follows:

# Potential Options for Board of Commissioners to Consider

- Maintain existing contract and standard of assurances for FY 19
- Approve a contract form, with or without any of the terms described, that are at issue and ask that it be executed no later than November 12, 2018.

**STATE OF NORTH CAROLINA**

**FIRE SERVICES AGREEMENT**

**BRUNSWICK COUNTY**

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between BRUNSWICK COUNTY, hereinafter referred to as the “County,” and XXXXX DEPARTMENT hereinafter referred to as the “Department.” (collectively, the “Parties” and individually as a “Party”).

**WITNESSETH:**

**WHEREAS,** the Department has a recognized history of dedicated service, having provided essential fire protection and other related emergency services to the citizens of Brunswick County for all of the years of its existence; and

**WHEREAS,** the County and Department desire to contract with each other for the mutually agreed and mutually recognized goal of attempting to achieve the highest levels of protection to the persons who live, work, or are otherwise present in the County; and

**WHEREAS,** this Agreement is authorized by North Carolina General Statutes Sections 153A-11 and 153A-13 and N.C.G.S. Chapter 153A, Article 11 and by Session Law 2017-60; and

**WHEREAS,** the Department is incorporated as an independent nonprofit corporation organized pursuant to Chapter 55A of the North Carolina General Statutes and is operating as a nonprofit volunteer fire department within Brunswick County, North Carolina; and

**WHEREAS,** the fire districts of Brunswick County have boundaries defined by descriptions on file in the Brunswick County Fire Administrator’s Office; and

**WHEREAS,** the Department has acquired and owns equipment, land, and buildings for the operation of the Department; and

**WHEREAS,** the Department employs trained, experienced and skilled personnel and has trained, experienced and skilled volunteers; and

**WHEREAS,** the County is contracting with the Department to provide service within the area as further defined in Section 1 (9) (the “District”).

**NOW, THEREFORE,** in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

**SECTION 1 – DEFINITIONS**

1. Audit: An audit as required in Session Law 2017-60.
2. Agreement: This Fire Services Agreement, together with Exhibits “A,” “B,” and “C,” each of which is incorporated herein by reference as an integral part of this Agreement.



3. Applicable Law: All laws, rules, regulations, ordinances, codes, standards, orders, and actions of any and all governmental bodies, agencies, authorities, and courts that may now or hereafter be applicable to the performance of duties under this Agreement.
4. Board of Commissioners: The Brunswick County Board of Commissioners.
5. Board or "Board of Directors": The Department's Board of Directors is the group of natural persons vested by the corporation with the management of the Department's affairs whether or not the group is designated as directors in the articles of incorporation or bylaws, pursuant to N.C.G.S. § 55A-1-40.
6. Capital Expenditure: All expenditures for purchases of buildings, building additions, alterations, repairs or improvements and all expenditures for or purchases of additional or replacement furniture, machinery, vehicles or equipment, hardware or software, where the cost of such expenditure or purchase is ten thousand dollars (\$10,000.00) or more.
7. Capital Item: The actual property which was purchased or otherwise received by the Department as a Capital Expenditure.
8. CPA: Certified Public Accountant.
9. District: The designated area that the Department is contracted to serve, which for purposes of this Agreement is the \_\_\_\_\_ Response District, as further shown on the Fire Districts Map.
10. Effective Date: The effective date is July 1, 2018.
11. BCEMS: Brunswick County Emergency Medical Services.
12. Existing Debt: Any legally enforceable secured or unsecured obligation to pay money.
13. Fire Chief: The Chief of the Fire Department.
14. Fire Districts Map: The most current version of the Brunswick County Fire Insurance Districts Map on file in the office of the Fire Marshal.
15. Fire Marshal: The Brunswick County Fire Marshal.
16. Fire Administrator: The Brunswick County Fire Administrator.
17. Fire Oversight Committee: A committee established pursuant to Session Law 2017-60 for approval of all non-municipal purchases over \$10,000.
18. Fiscal Year: July 1st through June 30th.
19. Immediate Family: Wife, husband, mother, father, daughter, son, sister, brother, grandmother, grandfather, granddaughter, and grandson. It also includes step, half, and in-law relationships.

20. Services: Fire protection, emergency rescue, medical first responder, and associated emergency-related services, and those activities undertaken by the Department in furtherance of fulfilling the above.
21. Session Law 2017-60: Local legislation enabling Brunswick County Fire Fees, a copy of which is attached as Exhibit A.

## **SECTION 2 - PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the County will contract with the Department, to establish standards for the Department in providing firefighting and fire prevention services and other emergency services during emergencies and disasters, and to provide for efficient firefighting and emergency services to the persons who live, work and/or are otherwise present in the County.

## **SECTION 3 - SERVICES FURNISHED BY THE DEPARTMENT**

The Department agrees to provide its Services throughout the District and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina Department of Insurance and the Insurance Services Office, Inc. The Department further agrees to provide the Services to all persons and property present in its assigned District in accordance with the standards and other requirements set forth in this Agreement in a professional, efficient, and workmanlike manner.

The Department agrees to provide the following services upon request during times of emergencies:

- (1) To furnish and provide continuing fire protection service and other emergency services to all residents of the fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the County as may be agreed to in automatic mutual aid agreements with other fire departments within the County;
- (2) To the extent the Department chooses to operate a Medical Responder program, the Department shall adhere to EMS system guidelines established for the operation of Medical Responder programs in Brunswick County and shall adhere to the Brunswick County EMS System Continuing Education Program. A change in the level of medical services shall require a 120-day notice to the County Manager;
- (3) To provide technical rescue services if the Department holds a certification through the North Carolina Association of Rescue and Emergency Medical Services or has obtained training on a rescue service discipline. Such services shall be performed inside the scope of practice of the certification(s), or training to the County and within the District and other locations when called to provide those services by the County or another fire department (s) or rescue squad(s). A change in the level of technical rescue services shall require a 120-day notice to the County Manager;
- (4) To provide lifesaving and property protection measures as necessary;
- (5) To provide search and rescue services;
- (6) To perform evacuation;
- (7) To respond to motor vehicle accidents;

- (8) To clear roads to allow emergency service vehicles to reach their destinations.
- (9) To perform hydrant flow and operational testing on the hydrants in its District and to make notes of needed repairs or maintenance, and to provide work orders for that service to Brunswick County Public Works; and
- (10) The Department will respond to emergency calls from the 911 Communications Center, the Department Chief or his/her designee, or the County Fire Marshal, County Fire Administrator when and where needed to the extent possible, considering the quantity of calls, and the assignment of available personnel to other emergencies when the call comes, and the equipment available to be used in the response., and the budget of the Department.
- (11) To conduct pre-fire plans on all structures other than one and two-family dwellings within their response district.

#### **SECTION 4 SERVICES FURNISHED BY THE COUNTY**

In accordance with this Agreement, and at the County's sole expense outside the scope contractual funding of the Department pursuant to this Agreement, the County agrees to furnish the following services to the Department:

- (1) 911 communications and dispatch;
- (2) Fire investigation services when requested by the Incident Commander;
- (4) Emergency scene assistance services in support of the Department's efforts;
- (5) Maintenance of the County radio system;
- (6) Assistance to the Department with fire prevention and community awareness programs within the Department's District;
- (7) A staffed EMS ambulance and/or medical services rehab unit with certified Advanced Life Support (ALS) personnel at all structure fires or other emergency scenes with extended time periods for the medical monitoring of the firefighters and other emergency workers on the scene;
- (8) A staffed EMS ambulance and medical services rehab unit as requested on the scene of any live fire training within the District, provided that the Department has given at least thirty (30) days notice to the BCEMS of such live burn;
- (9) Incident reporting software, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software shall be the sole and exclusive property of the Department, except as may otherwise be required by law or by court order; and
- (10) Such additional services and support as may be needed and mutually agreed between the County and the Department as circumstances may dictate from time to time.

#### **SECTION 5 – DEPARTMENT'S NON-PROFIT CORPORATION STATUS**

The Department agrees to maintain its nonprofit corporation status pursuant to Applicable Law, including without limitations the United States Internal Revenue Service (IRS) regulations and Chapter 55A of the North Carolina General Statutes at all times during the term of this Agreement. In the event that the Department loses its non-profit corporation status with the Internal Revenue Service, the Department shall promptly, but in no event later than five (5) days from the time when the Department receives notice thereof, report the loss of the non-profit corporation status to the County. If the Department loses the non-profit corporation status, the County may terminate this Agreement in accordance with Section 29 after the procedure set forth in Section 11 has been concluded. If the Department is then dissolved, merged or transfers its assets, it shall comply with Section 32 and then

convey and distribute all rights, title and interest in and to all property it holds pursuant to Section 34 herein so long as there is no violation of Section 32.

The Department will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy that prohibits employees or immediate family members from serving on the Board of Directors as well as a nepotism policy which prohibits immediate family member direct reporting to other immediate family member.

The Department will comply with all State and Federal laws applicable to the Department as a non-profit corporation.

The Department shall provide a copy of the most recent IRS Form 990 to the County.

The Treasurer of the Department shall be bonded for at least one and one-half times the department's annual budget as required by Session Law 2017-60.

The Department shall ensure that two authorized signatures are required on checks written against an account in the Department's name.

## **SECTION 6 - INSURANCE SERVICES OFFICE RATING**

The Department agrees to engage in efforts to maintain or improve its rating (as of the Effective Date of this Agreement) with the North Carolina Department of Insurance and the Insurance Services Office, Inc., ("ISO") throughout the term of this Agreement. The Department agrees that in no event will it have an ISO rating worse than a 9S within five (5) road miles of the main station or substation(s), and 9E outside five (5) road miles but within six (6) miles of the main station or substation(s). If any part of the fire district lies further than six (6) road miles from the main station or substation and is classified as a Class 10 rated area, the Department shall endeavor in good faith and with due diligence to work with the County to eliminate such areas. In the event that the Department's ISO rating is lost solely due to the Department's inability to meet the required ISO standards, or if the Department is placed on probation by the North Carolina Department of Insurance, the Department agrees immediately to undertake and to implement such reasonable actions as may be deemed advisable by the Department and the County to improve its ISO rating to a level reasonably achievable under the circumstances as they exist at that time. The Department shall prepare and submit a plan to obtain its previous ISO rating again within a one (1) year period to the County. The plan shall be submitted within 30 days of the time when the Department is notified of having an area classified as a Class 10. The plan shall include specific steps to be taken to attain the previous ISO rating, including, without limitation, a project timeline and the projected costs associated with taking the corrective action. The Department shall then implement the plan, if funds are available from the funding provided by the County under this Agreement.

The Department shall also allow periodic inspections by the Brunswick County Fire Administrator for the purpose of determining that the Department is meeting the standards set forth by the North Carolina Department of Insurance for its rating class. The inspections are at the County's discretion and the County shall give the Department a minimum of seven (7) days' notice, before the inspection. The County Fire Administrator shall file a written report with the County Manager verifying whether the Department meets or does not meet the minimum requirements of the North Carolina Department of Insurance for their rating class. In the event that the Department does not meet minimum requirements as specified, the procedure set forth in Section 11 shall be followed.

In the event the Department believes its rating was lowered due to the action of the County, the Department shall notify the County Manager. For example: If the County's communication center or the County's water system receives a reduction of points from the ISO inspection, the County shall work with the Department to quickly improve their possible score related to the ISO rating.

## **SECTION 7 – RESPONSE TIMES**

The Department and the County mutually agree that response times are an essential component to providing an acceptable level of service to the community. The County and the Department agree to collaboratively monitor response times and develop strategies to address any response time concerns. Response time will be measured beginning with dispatch time as reported in the Computer Aided Dispatch ("CAD") Event Report and ending with the On-Scene Time as reported in the CAD Event Report. Emergency Incident on scene times will be measured when the first Department apparatus arrives on the scene. The Department shall allow periodic inspections by the Brunswick County Fire Administrator for the purpose of determining that the Department is meeting the mutually agreed-upon response times. The inspections are at the County's discretion and may be without notice. The County Fire Administrator shall file a written report with the County Manager verifying whether the Department meets or does not meet the established response times. In the event that the Department does not meet the mutually agreed-upon response times, the procedure set forth in Section 11 shall be followed.

## **SECTION 8 - PROCESS FOR FIRE DEPARTMENT FUNDING**

In order to assist the County with establishing the amount of the annual appropriation to the Department for providing the Services, the Department agrees to conform to the County's budget calendar and to participate in the County's budget processes for adoption of the Fiscal Year budget. The Department agrees to submit a budget request approved by its Board of Directors to the County Manager based upon the Department's estimate of the costs of providing service for the upcoming fiscal year. The Department agrees to provide its budget submittal in a form specified by the County. The Department shall provide in its budget submittal sufficient information for the County to determine the source(s) and estimated amounts of all revenue anticipated by the Department for the coming Fiscal Year. Throughout this Agreement, the parties have agreed upon the information the Department is required to provide to the County, and the access the County shall have to the Department's books and records.

To plan for budget allocations for the next fiscal year, and for the future, the Department agrees:

- (i) to submit to the County a current and complete replacement schedule for Capital Items;
- (ii) to allow the County's Fire Administrator, or designee, upon reasonable notice, to visit any of the Department's stations and perform an inventory of all Capital Items; and
- (iii) if the Department requests any increase in salaries and wages over the previous Fiscal Year's appropriation, to submit to the County the aggregate amount of the increase and the amount by position type or classification (e.g. directors, fire chief, deputy chief(s), assistant chief(s), captain(s), lieutenant(s), medical officer(s), safety officer(s), firefighters, emergency medical technicians, administrative assistant(s), etc...).

In accordance with N.C.G.S. § 159-11, the County Manager, as the County's statutory budget officer, will make a budget recommendation to the Board of Commissioners. Pursuant to the budgetary authority set forth in N.C.G.S. § 159-13, the amount appropriated to the Department for Fiscal Year 2018-2019, and for any Fiscal Year thereafter that this Agreement remains in effect, is



ultimately determined and adopted by the Board of Commissioners as deemed in its discretion as sufficient and proper.

## **SECTION 9 - COLLECTION OF FIRE FEES**

It is understood and agreed by the parties that the amount of the Fire Fees imposed by and through the Board of Commissioners will necessarily be an estimate of the Fees required to generate anticipated revenues. The total amount of revenue generated will necessarily depend upon the collection rate in a given Fiscal Year. If the amount of revenue generated by a Fire Fees is greater than anticipated, the amount in excess of the approved total appropriations to the Department will be delivered quarterly by the County to the Department for the sole benefit of the Department. The Department shall use any such excess funds prudently and for non-recurring expenditures. The use of such 'excess funds' will be denoted in the following years budget package.

## **SECTION 10 - PAYMENT OF FUNDS TO THE FIRE DEPARTMENT**

Brunswick County agrees to make advance payments of anticipated Fire Fee collections for fiscal year 2018-2019 to the Department as appropriated by the Board of Commissioners to be advanced in quarterly payments in the amount of twenty-five per cent of the annual appropriation, beginning the first quarter after July 1, 2018. Quarterly distributions will not be made until the quarterly financial packet has been received from the Department's bookkeeper/accountant, along with all other county required documentation by date due and as required by this contract and Session Law 2017-60. Funding will not be released until seven (7) days after the approval of payment by the Finance Department. After each fiscal year, a reconciliation of advances and actual collections shall be made: any deficit shall be subtracted from prior year's collections until the deficit is satisfied; the department will receive any prior years' collections in excess of payments advanced on a quarterly basis.

## **SECTION 11 – BREACH OF CONTRACT-- SUSPENSION OF FUNDING—PROCEDURE**

In the event the Department fails to comply with the requirements of this Agreement, the quarterly payments may be suspended; however, the parties understand and agree that fire protection and other emergency services are critical to the health, safety, and welfare of the citizens of Brunswick County, and that it is impossible for the Department to provide those services without adequate funding; therefore, when the County determines that the Department has failed to comply with the requirements of this Agreement, before the County suspends the quarterly payments, the parties will proceed as follows to prevent the disruption of services.

A. The County Fire Administrator shall notify the Chief of the Fire Department in writing of the deficiencies, specifying all items to be changed, improved, or stopped. Service of notice on the Fire Chief shall be notice to the Department.

B. After it receives notice, the Department shall have thirty (30) days to cure any such deficiencies. At the expiration of the 30-day cure period, the County shall make a second inspection to determine if the deficiencies have been cured.

C. If, after the inspection, the County's Fire Administrator determines that the deficiency or deficiencies have not been cured, and that sufficient efforts to cure the deficiency or deficiencies

have not been undertaken, the Fire Administrator shall notify the County Manager and Chief of the Department in writing. Service of notice on the Fire Chief shall be notice to the Department.

D. After notice to the Fire Chief, the County Manager may suspend payments by the County to the Department until such time as the Department shall meet the minimum requirements of this agreement.

E. In the event that the County does suspend payments, the Department may continue to work to make a timely correction of the deficiencies. If the Department believes it has cured the deficiencies after payments have been suspended, it may request an additional inspection by the Fire Administrator. After the inspection, the Fire Administrator shall review the suspension of payments and make recommendations in writing stating reasons therefor as to whether or not the suspended payments should be re-instated to the County Manager

F. If the Department disagrees with the findings of the Fire Administrator's second inspection, the Department may appeal the findings directly to the County Manager in writing within fifteen (15) days of the receipt of the Fire Administrator's report.

G. If at any time in the above appeals process set forth in F., the County or the Department reasonably believes that the Fire Administrator may be incorrect in the evaluation of the Department related to Section 6, the Department or the County can request an external North Carolina Response Rating Schedule (NCRRS) subject matter expert to be hired to perform an evaluation of the Department and compare such evaluation to the Fire Administrator's findings to ensure accuracy. The hiring of the external subject matter expert shall be mutually agreed upon by both parties. Upon completion of the evaluation, the external subject matter expert shall supply both the Department and the County Manager with a copy of the findings in a formal report. The report shall not be binding on the parties; however, the County shall consider such findings as a part of its decision regarding the potential suspension of quarterly payments under this Section 11. The non-prevailing party shall bear the cost of the external subject matter expert evaluation.

## **SECTION 12 - BOOKS AND RECORDS OF THE DEPARTMENT**

The Department as a self-standing non-profit corporation, agrees to generate and maintain all required records and data and shall maintain such records and data required of a fire department, and of a non-profit corporation. The Department's financial records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP). The Department agrees that the County will have reasonable access to its books, records and audit reports with the exception of personnel files. The Department agrees to provide adequate documentation of all of its receipts and disbursements, including without limitation, those related to the expenditure of any funds appropriated and disbursed to the Department under this Agreement. Any documents requested pursuant to this section shall be provided to the County within fifteen (15) working days.

The Department shall provide the contact information of the board of directors, Chairperson of the Board, and the Fire Chief to the County. The County shall be notified by the Department of any change of these positions within thirty (30) days.

The Department agrees that when the quarterly report is made each quarter, the accountant for the Department will certify to the County whether or not all employee withholding taxes have been reported and paid during the previous quarter to the Internal Revenue Service and to the North Carolina Department of Revenue.

The Department agrees to utilize the incident reporting software provided by the County pursuant to Section 4 of this agreement. The Department shall run reports no less than quarterly.

### **SECTION 13 - BRUNSWICK COUNTY FIRE CHIEF ASSOCIATION**

The Department may participate, through membership, in the Brunswick County Fire Chiefs Association, in an effort to meet the following objectives of the Brunswick County Fire Chiefs Association:

- A. To coordinate the efforts of the Fire Departments of Brunswick County.
  - 1) To promote the exchange of information among all fire departments;
  - 2) To assist in the training of all firefighters within Brunswick County;
  - 3) To keep all fire departments informed of the quality and quantity of equipment being used among the fire departments in Brunswick County; and
  - 4) To keep all fire departments informed about new or existing equipment, and ways that fire departments are being operated across the United States, North Carolina, and locally.
- B. To maintain a liaison with Brunswick County, the Fire Administrator, Brunswick County Law Enforcement Agencies, the Board of County Commissioners of Brunswick County, and all other governmental agencies which may be willing or able to assist in promoting excellence in fire protection; and
- C. To keep all fire departments within Brunswick County abreast of the benefits (local, state and federal) available firefighters and their families.

### **SECTION 14 - INSURANCE REQUIREMENTS**

The Department shall maintain insurance coverage as specified in Exhibit B. The Department may purchase such other coverage as it may deem appropriate for the protection of the Department, its employees, members or personnel. Copies of all certificates of insurance shall be provided to the County.

### **SECTION 15 - INDEPENDENT CONTRACTOR**

The Department is an independent contractor providing a necessary public service to citizens of Brunswick County. No board member, officer, employee, or agent of the Department is or shall be considered an employee of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms.

The County and the Department agree that the Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Department's acts or omissions.

Being a party to this contract and performing it shall not create any liability for the County to provide any benefits, including, without limitations, participation in pension plans, to the Department, its officers, agents, or employees.

## **SECTION 16 – INDEMNIFICATION, AND ADDITIONAL INSURED COVERAGE**

The Department agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action arising solely and singularly from any act or omission by the Department, its officers, agents, and employees, up to the limits of insurance as detailed herein.

The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County of Brunswick as an additional insured. The Department shall furnish the County of Brunswick with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies.

## **SECTION 17 – FIRE, RESCUE AND MEDICAL REPORTS**

The Department agrees to complete an incident report immediately following all fires, or as soon thereafter as reasonably practicable. The Department agrees to forward a copy of all incident reports to the Fire Administrator at the end of each quarter in accordance with N.C.G.S. § 58-79-45.

The Fire Department also agrees to make medical reports available to the County's EMS provider. The disclosure of medical reports or other data pertaining to personally identifiable health information shall be made to the EMS provider in accordance with all Applicable Law.

The incident reports and medical records may be inspected at any time by the Brunswick County Fire Administrator.

## **SECTION 18 - FINANCIAL INFORMATION**

The County has a legitimate interest in assurance that the funds it provides to the Department are used to provide the services described in Section 3. To that end, annually, the Department will employ a CPA firm to perform an audit as required by Session Law 2017-60.

In the event that the CPA firm identifies any deficiencies during the course of the Audit, the Department shall provide to the County an explanation for any such deficiencies as well as a plan of corrective action including timeframes for correction as is mutually-agreed upon in writing by both the Department and County. Should the Department be unwilling or unable to correct the deficiencies identified within the required timeframes, after the procedure in Section 11 is concluded, the County may terminate this contract in accordance with Section 29.

The Fire Department shall contract for quarterly bookkeeping/accounting services from an independent accountant for each fiscal year July 1 through June 30. As required by Session Law 2017-60, the independent accountant must be approved in advance by the County Finance Officer. The Fire Department is to submit all invoices, cash receipts, bank statements with canceled checks or facsimiles, check registers or stubs, and other financial source documents to the accountant within fifteen (15) days of the end of each fiscal quarter. The accountant is to provide a monthly bank reconciliation, itemized schedule of disbursements and receipts, quarterly and year-to-date financial report for each quarter to the County Finance Officer within forty-five (45) days of the end of each

fiscal quarter. Funding will not be disbursed until the complete quarterly financial report is accepted by the County Finance Officer.

In addition, the County may audit the Department's financial records upon a fifteen (15) days' notice to the Department. Any financial issues discovered, which are not resolved to the satisfaction of the County Finance Officer, shall result in the withholding of quarterly payments, after the procedure in Section 11 has been completed.

## **SECTION 19 - PUBLIC MEETINGS, RECORDS, AND INPUT**

The Parties agree that the Department is a non-profit corporation formed pursuant to Chapter 55A of the General Statutes of North Carolina, and it has been granted Section 501(c) status by the Internal Revenue Service. It is an independent contractor. It is not an agency of the County. Its employees are not county employees. It is not one of the non-profit corporations required by G. S. 55A-3-07 to comply with Article 33C of Chapter 143. It is not an agency over which the County has supervisory responsibilities and control, except as provided in this agreement. It is not a public body within the meaning of Article 33C of Chapter 143 of the General Statutes; and its meetings are not public meetings, and its records are not public records as that term is defined in North Carolina General Statutes Chapter 132-1, except to the extent that they may come into the possession of the County pursuant to the terms of this Agreement.

The Department agrees that it will; (i) hold regularly scheduled open monthly meetings and allow the public to attend (ii) take minutes of all such regular, non-closed meetings that would enable a person not in attendance to have a reasonable understanding of the general topic(s) addressed therein, and (iii) provide to the County regular non-closed meeting minutes after such meeting minutes have been adopted formally by the Department's Board of Directors. The Department agrees herein that it shall endeavor in good faith to conduct its meetings in an open and public fashion and on a regular basis but shall reserve for itself all of the rights conferred upon it as a non-profit corporation to conduct such other non-public meetings as are required in the best interests of the corporation.

Because the Department relies almost exclusively on public funds appropriated by the County, the Department acknowledges that the citizens of the District have a strong continuing interest in the Department's decision-making processes as related to decisions concerning the expenditure of those public funds. The Department shall allow the Brunswick County Commissioner of their district to appoint a liaison who is a resident of the District to attend the regular meetings of the Department's Board of Directors. The liaison shall have no official role in the management or operation of the Department.

## **SECTION 20 - DEPARTMENT TRAINING**

The Department agrees to adopt guidelines, no later than ninety (90) days from the Effective Date of this Agreement, which address appropriate initial training and continuing education of firefighters of the Department. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per Department member annually.

The Department shall also maintain training records for each volunteer or employee on its roster. Training records shall include, but not be limited to, the following: names of courses that have



been completed, time spent in training for each course, the course dates, instructors, and the place where the course was held.

Appropriate information shall be entered into the Emergency Reporting Data Base on all training held by the Department or attended by its volunteers and employees.

Emergency Medical Education shall be coordinated with the Brunswick County EMS Training Coordinator, in accordance with the Brunswick County System plan.

The Department shall provide a roster of personnel, including their fire and rescue certifications, and their higher education degrees to the County when asked for by the County Fire Administrator.

## **SECTION 21 - NEW FIRE STATIONS AND SUB-STATIONS**

One of the purposes of building a new fire station or substation is to improve the insurance rating of the Department so that citizens served by the Department benefits from having lower insurance rates. For that reason, and to assure that new facilities are adequate and in as good a location as practicable, the Department shall coordinate all construction of new facilities with the Fire Oversight Committee, the Fire Administrator, and the Brunswick County Manager.

The Department shall comply with all applicable laws related to the construction process of building a new station or sub-station.

## **SECTION 22 - DISASTER PLANNING**

The County and the Department shall cooperate in establishing disaster plans and in conducting exercises pursuant to disaster plans administered by the Brunswick County Department of Emergency Management.

## **SECTION 23 - FIRE INVESTIGATIONS**

The Department agrees to ensure that its officer in charge at all fire scenes attempts to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of a fire, or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal's Office and/or law enforcement to conduct an investigation and provide scene security. The Department may also ask for a response from the Fire Marshal's Office for all situations that include injuries or deaths involving fires, explosions, or burns.

All suspicious or incendiary woods, grass, or brush fires shall be reported immediately to the North Carolina Forest Ranger and the fire scene shall be secured until the Forest Ranger arrives.

The Department agrees to provide whatever reasonable assistance is needed by the Fire Marshal's Office staff and/or North Carolina Forest Ranger at the fire scene.

The County agrees, at the conclusion of the fire origin and cause determination, to complete the investigation module of the incident report in the County's records management system and to provide the Department with a copy of the County's incident report in a timely manner for the Department's required entry into its fire reporting software.

## **SECTION 24 - NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)**

The National Incident Management System (NIMS) is a presidential directive that is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, property and harm to the environment. The Department shall use NIMS on all incidents.

## **SECTION 25 - FIRE DISTRICT**

The Department has a primary District and the property lying within the boundaries of the District is identified in Exhibit “C.”

## **SECTION 26 –MUTUAL AID AGREEMENT**

N.C.G.S. § 58-83-1, authorizes mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve.

The Emergency Management Department, the Fire Marshal, or another agency may notify the Department that its automatic or mutual aid is needed. When the Department is notified that an emergency does in fact exist and Department's aid is needed, the Chief or another person delegated that authority by the Chief, shall have the authority to order available apparatus, equipment, and personnel as may be required and available to respond to assist with the emergency. The Chief or other person delegated authority by the Chief shall first determine that the automatic aid or mutual aid request may be honored without impairing the Department's capacity to provide protection within its own jurisdiction. When that determination is made, the Chief or other person delegated authority by the Chief may take appropriate action with regard to furnishing the requested aid.

The Department providing assistance shall be responsible for the conduct and actions of its personnel and the costs arising out of the personnel and the use of apparatus, equipment or tools.

## **SECTION 27 - DISPUTE RESOLUTION AND FORUM SELECTION**

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. All actions relating in any way to this Agreement shall be brought in the General Courts of Justice in Brunswick County, North Carolina. Any mediation of any dispute arising under this agreement shall be conducted in Brunswick County, North Carolina unless both parties agree on some other location.

The County and the Department recognize, acknowledge and agree that either party's resort to formal legal proceedings may involve substantial commitments of time and resources and may cause unnecessary disruption of the service each party provides to the community; therefore, to the extent that either party contends the other has failed to meet the obligations of this Agreement, the parties agree that they will follow the pattern for dispute resolution set forth hereafter:

- A. **Injunctive Relief.** Notwithstanding the provisions of this Section 27, either party may bring an action in a court having jurisdiction in equity for immediate and emergency injunctive relief. Any such action or actions in a court exercising its emergency powers in

equity for preliminary or permanent injunctive relief shall be deemed an exception to the requirement that any claim be first submitted to mediation as detailed herein.

**B. Mandatory Pre-filing Mediation.** Except as provided in Subsection 27 A., before either Party initiates a lawsuit, the parties agree to participate in mediation. Mediation shall be conducted within forty-five (45) days (or such other period as is mutually agreeable to the parties) from the time when one party sends written demand to the other. Unless the parties agree otherwise, the Mediator shall be a mutually agreed upon North Carolina Superior Court Mediator. The mediation shall be conducted in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and in accordance with the rulings of the N. C. Dispute Resolution Commission. Unless otherwise agreed, each Party will bear its expenses in pursuing mediation, and the parties will share equally in the fees charged by the Mediator. Any statute of limitations will be tolled for the period from the demand for mediation through the conclusion of the mediation.

**C. Litigation If Mediation Unsuccessful.** In the event that the Parties participate in mediation as provided in Section 27 B, but do not resolve the issues between them in the mediation process, or if a Party violates this agreement by refusing to participate in mediation, either Party may file a lawsuit in the General Court of Justice in Brunswick County.

## **SECTION 28 - SEVERABILITY**

The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace any invalid, illegal, or unenforceable provisions with a valid provision, the rights, and obligations of which come as close as practicable to that of the invalid, illegal, or unenforceable provision.

## **SECTION 29 - TERM AND TERMINATION**

29.1 Term: This Agreement shall commence on the Effective Date and shall remain in full force and effect for an initial one (1) year period ("Initial Term") unless earlier terminated as provided herein. Upon the expiration of the Initial Term and each subsequent renewal term, this Agreement shall automatically renew for an additional term of one (1) year periods thereafter, based on the County's fiscal year period from July 1st through June 30th of each year; unless modified by mutual Agreement or terminated by either party as provided herein.

29.2 Termination: This Agreement may be terminated as follows:

29.2.1 For Cause: By either party, hereto in the event the other party breaches any of its material obligations hereunder; provided, that the procedure set forth in Section 11 shall be completed before the contract is terminated.

29.2.2 Non-renewal: The parties hereto may terminate this Agreement upon written notice to the other party no later than ninety (90) days prior to (a) the expiration of the initial one (1) year term, or (b) the expiration of any one (1) year renewal period thereafter; and

- 29.2.3 Insolvency: By either party hereto in the event the other party (i) is adjudicated insolvent, under state and/or federal regulation, or makes an assignment for the benefit of creditors; (ii) files or has filed against it, or has an entry of an order for relief against it, in any voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization or receivership law, or seeks relief as therein allowed, which filing or order shall not have been vacated within sixty (60) calendar days from the entry thereof; (iii) has a receiver appointed for all or a substantial portion of its property and such appointment shall not be discharged or vacated within sixty (60) calendar days of the date thereof; (iv) is subject to custody, attachment or sequestration by a court of competent jurisdiction that has assumed of all or a significant portion of its property; or (v) ceases to do business or otherwise terminates its business operations, is declared insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or similar proceeding.
- 29.3 Notices: All notices required in this Section 29 shall be reasonably specific concerning the cause for termination and shall specify the effective date and time of termination.
- 29.4 Effect of Termination: Termination of this Agreement for any reason shall not release any party hereto from obligations incurred under this Agreement prior to the date of termination. All services required to be performed under the terms of this Agreement shall be provided through the effective date of termination, and all payments which come due from the County to the Department through the effective date of termination shall be paid.

## **SECTION 30 - NOTICES**

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person; by overnight courier; or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following addresses:

### **IF TO BRUNSWICK COUNTY:**

County Manager  
30 Government Center Drive NE  
Bolivia, NC 28422

### **IF TO FIRE DEPARTMENT:**

XXXXXX  
XXXXXXXX  
XXXXXX

## **SECTION 31 – AMENDMENT/ASSIGNMENT**

This Agreement may not be amended except in writing signed by the parties hereto. The parties also agree that this Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement which shall not be unreasonably withheld.

## **SECTION 32—DEPARTMENT’S COMPLIANCE WITH CHAPTER 55A AND CORPORATE REGULATING DOCUMENTS**

In the event of a merger, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 11 of Chapter 55A of the General Statutes of North Carolina. In the event of a transfer of assets, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 12 of Chapter 55A of the General Statutes of North Carolina. In the event of a distribution, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 13 of Chapter 55A of the General Statutes of North Carolina. In the event of dissolution, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 14 of Chapter 55A of the General Statutes of North Carolina.

## **SECTION 33—COUNTY’S INTEREST IN PROPER ACQUISITION AND DISPOSITION OF DEPARTMENT PROPERTY**

The County provides the funding for ongoing operations of the Department. The Department is dependent on the County funding, for hiring employees, maintaining the Department’s equipment and for adding and maintaining its fire station(s) that it has, and for purchasing new or replacement equipment, and for many other things. The Department is an independent non-profit corporation with its own Articles of Incorporation, By-laws, Board of Directors, officers, employees, real estate, equipment, and other property.

For the expenditure of Fire Fees, the Department shall comply with all County purchasing and contracting policies. Per Session Law 2017-60, the Department shall bring any purchase in excess of ten thousand dollars (\$10,000) for approval to the Fire Oversight Committee. The incurring of debt for any amount greater than ten thousand dollars (\$10,000) shall require the prior approval of the Board of Commissioners. If the Department receives any funding from a federal agency, the Department shall adopt a procurement policy which meets federal standards.

Within the confines of its Articles of Incorporation, its Bylaws and Chapter 55A of the General Statutes, The Department will obtain a reasonable value for any property it owns having a substantial value of more than \$10,000, that has been purchased in whole or in part with County funding. The County, as well as Fire Departments within the County, shall have the option to purchase the property prior to the property being offered to an outside organization. Any proceeds obtained from the sale of property acquired, in whole or in part, with Fire Fees shall be used in the same manner as Fire Fees.

In the event of a breach of this section, the procedure set forth in Section 11 shall be followed.

## **SECTION 34—DISPOSITION OF DEPARTMENT’S PROPERTY**

Subject to the limitations provided in Section 32, and Section 33, the Department and the County agree as follows:

1. Whether as a result of a merger, transfer of assets, distribution, dissolution, or for another reason, the Department chooses to sell some of its property which was purchased in whole or in part with funds provided by the County, the Department shall notify all the other fire departments within the County, and the County itself, specifically describing the property, and stating what the Department considers to be the fair market value of the property. The other



fire departments and the County shall have thirty (30) business days after notification to purchase the property at the asking price on a first come first serve basis. If neither Brunswick County nor any other fire department within Brunswick County wishes to purchase the property within thirty (30) business days, the Department may offer the property for sale to any purchaser. If the Department receives an offer to purchase which is less than its asking price but which it is willing to accept from outside Brunswick County, the Department must notify Brunswick County and the other fire departments within Brunswick County of the offer and give the County and the other fire departments five (5) business days to match the offer to purchase. If neither Brunswick County nor any fire department within the county matches the offer within the five (5) business days, the Department may accept the offer it has.

2. If the Department is dissolved, merged, or if there is a distribution or transfer of assets which are included within the provisions of this Section, the Department will, to the extent that it owns assets, liquidate its assets and pay its debts, or arrange that the surviving entity to whom assets may be transferred will complete payment of all its debts and obligations.
3. If the Department is dissolved, merged, or if there is a distribution or transfer of assets which are included within the provisions of this Section, and if Chapter 55A allows or requires that assets remaining after the payment of debts be distributed to other non-profit corporations, the Department will transfer any remaining assets in the following order of priority:
  - a. To a non-profit entity or government entity providing fire protection within the District of the Department.
  - b. If there is not a non-profit entity or government entity as described in a., then to the County or another non-profit corporation or government entity providing fire protection within Brunswick County.
  - c. If there is not a non-profit entity or government entity providing fire protection within Brunswick County to whom the property can be transferred, then the Department may transfer their assets to a non-profit entity or government entity as they see fit.

## **SECTION 35 - E-VERIFY**

Pursuant to N.C.G.S. § 143-133.3, the County is required to ensure entities with which it contracts, and the contractor's subcontractors, comply with Article 2 of Chapter 64 of the North Carolina General Statutes. These are requirements related to the use of E-Verify. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Department agrees to ensure that the Department and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

## **SECTION 36 - NO WAIVER**

Failure of a party to enforce any of the provisions of this Agreement at any time, or to request performance by the other party pursuant to any provision of this Agreement shall in no way be construed as a waiver of any such provision, nor in any way affect the validity of this Agreement,

or any part thereof, or the right of the non-enforcing party to enforce each and every provision of this Agreement.

### **SECTION 37 - MUTUALLY-DRAFTED AGREEMENT**

The Department and the County hereby acknowledge that each participated in the negotiation and drafting of this Agreement. Accordingly, the Department and the County agree that any rule of construction of contracts allowing for the interpretation of this Agreement to be construed against the drafting party is inapplicable to this Agreement.

### **SECTION 38 - HEADINGS**

The Section headings used herein are for reference and convenience only and shall not enter into or affect the interpretation and enforcement of this Agreement by either party.

### **SECTION 39 - ENTIRE AGREEMENT; MERGER**

The terms and provisions herein contained constitute the entire agreement by and between the County and the Department and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; except, that this Agreement shall not be construed to supersede any existing and applicable Automatic Mutual Aid Agreements.

### **SECTION 40 - COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

### **SECTION 41 - AUTHORIZATION**

Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery, and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

**(ALL SIGNATURES ALL LOCATED ON THE FOLLOWING PAGE)**

**IN WITNESS WHEREOF** the Department, pursuant to a resolution duly adopted by its Board of Directors, has caused this instrument to be duly executed in its name by the President of its Board of Directors and attested by its Secretary and Chief, and the County has caused this instrument to be duly executed in its name by the County Manager, pursuant to a resolution duly adopted by the County Board of Commissioners, and attested by its Clerk.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BRUNSWICK COUNTY

ATTEST:

\_\_\_\_\_  
Clerk to the County Board of Commissioners

by: \_\_\_\_\_  
County Manager

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

XXXXXXXX FIRE DEPARTMENT

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

by: \_\_\_\_\_  
President/Chairperson, Board of Directors

\_\_\_\_\_  
Chief of Department

**EXHIBIT “A”**  
**Session Law 2017-60**

DRAFT

## **EXHIBIT “B” INSURANCE REQUIREMENTS**

The Department shall take out and maintain, during the life of this Agreement, contract, and the following insurance coverage:

1. Comprehensive Automobile Liability Insurance with combined single limits of at least \$1,000,000.00 per occurrence. Coverage shall be provided under a symbol “1”. Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered Insured, and volunteers and employees shall have coverage excess of their personal auto liability limits when they are using their vehicles on behalf of their insured department. Fellow members’ liability shall be provided. Auto pollution liability shall be included in the coverage.

Automobile collision and comprehensive coverage for emergency vehicles, other than private passenger vehicles, shall be provided on an agreed value basis. Coverage shall apply to owned and/or leased vehicles. The Department should attempt to set the agreed value at an amount that will replace the vehicle with a new vehicle, built to similar specifications and brought up to current NFPA, DOT or other national specifications. Coverage shall apply, on a primary basis, to hired, borrowed and commandeered vehicles. Coverage will be on an actual cash value basis for the hired, borrowed and commandeered vehicles.

2. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or Employees as Insured, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both Bodily Injury or Property Damage, fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with Limits of \$1,000,000.00, Pollution Liability arising out of Emergency Operations away from the Department’s Premises, Training Activities or Equipment Washdowns.
3. Directors and Officers Liability Insurance with Limits of at least \$1,000,000.00 per occurrence with \$3,000,000.00 aggregate. This policy shall include coverage for prior acts. The Insured shall include current volunteers and employees, former volunteers and employees and any persons or organizations providing service to the Department under an automatic aid Agreement and mutual assistance contract or similar Agreement.
4. Umbrella Liability Insurance with Limits of at least \$ 1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy and the Employer’s Liability Section of the Workers Compensation Policy. Volunteers and employees shall be included as Insured.
5. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis with coverage included for Building Ordinance, Flood and Earthquake. Coverage shall include the replacement cost of Commandeered Property including coverage for Loss of Use. The radios furnished by the County for base units shall be covered. Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.



6. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. The radios provided by the County for use as mobile units shall be covered. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
7. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County of Brunswick as an additional insured. The Department shall furnish the County of Brunswick with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies.
8. The Department shall obtain a Fidelity Bond for at least one and one-half times the department's annual budget, that covers anyone within the Department that handles the funds of the Department.

[REMAINDER OF PAGE INTENDED TO BE LEFT PAGE BLANK]

**EXHIBIT “C”  
FIRE DISTRICT**

DRAFT

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2017**

**SESSION LAW 2017-60  
HOUSE BILL 445**

AN ACT TO MODIFY BRUNSWICK COUNTY'S FIRE PROTECTION FEES.

The General Assembly of North Carolina enacts:

**SECTION 1.** Section 1 of S.L. 1999-323, as amended by S.L. 2001-74 and Section 2 of S.L. 2007-335, reads as rewritten:

**"Section 1.** Fee-supported fire districts.

**"Section 1.(a)** Request for Fee-Supported District. – A county may create a fee-supported fire district for insurance grading purposes if it receives one of the following:

- (1) A written request to create the district signed by at least two-thirds of the members of the board of directors of a fire department that contracts with the county to provide fire protection within an area of the county.
- (2) A petition requesting creation of a district signed by fifteen percent (15%) of the resident freeholders living in an area in the county. The petition must describe the area to be designated as the district.

**"Section 1.(b)** Creation of Fee-Supported District. – Upon receipt of a request as provided in subsection (a), the county may adopt a resolution establishing a fee-supported fire district and imposing annual fees for the provision of fire protection services within the district. The fee may be established or changed only after the county board of commissioners has received the recommendations of the committee for that district, established under subsection (b1) of this section. The district may not include any area that is within (i) a tax-supported fire district established under Article 3A of Chapter 69 of the General Statutes; (ii) a county service district established under Article 16 of Chapter 153A of the General Statutes for fire protection purposes; or (iii) another fee-supported fire district. The district may not include any area that is within the corporate limits of a municipality unless the governing body of the municipality agrees to the inclusion. However, it is not necessary to obtain the consent of a municipality if the municipality has not levied a tax, performed any official act, nor held any elections within a period of 10 years preceding the adoption of the resolution including the area within the district.

**"Section 1.(b1)** Committee for District. – Each district shall have a committee to allow local control over the fee-setting process. In each district that does not include any territory in a participating municipality, the committee shall consist of five members as follows: The Fire Chief, the member of the board of county commissioners in whose electoral district more than fifty percent (50%) of the land area of the district lies, a community member chosen by the Fire Department Board of Directors, a community member chosen by the board of county commissioners, and the Fire ~~Marshal~~ Marshal or other official as designated by the County Manager. In each district that does include any territory in a participating municipality, the committee shall consist of members as follows: The Fire Chief, the mayor of each participating municipality in the district, the member of the board of county commissioners in whose electoral district more than fifty percent (50%) of the land area of the district lies, a community member chosen by the Fire Department Board of Directors, a community member chosen by the board of county commissioners, and the Fire ~~Marshal~~ Marshal or other official as



designated by the County Manager. In either type of district, the Fire Marshal or the other official designated by the County Manager shall chair the committee, but may vote only to break a tie. The committee shall conduct an inquiry into the amount of funds required by the district to meet its needs, and shall make findings on the issue. The committee will communicate these findings to the board of county commissioners and recommend a fee. The board of county commissioners will then set the fee. The same process shall be used for changes to the fee once established.

**"Section 1.(c) Fees.** – The fees imposed by the county may not exceed the cost of providing fire protection services within the district and may be imposed on owners of all real property that benefits from the availability of fire protection and on owners of all manufactured or mobile homes that benefit from the availability of fire protection. For the purpose of this section, the term 'fire protection' includes furnishing emergency medical, rescue, and ambulance services to protect persons in the district from injury or death. The county shall establish a schedule of fees for different classes of property and the fee for each class of property shall be proportional to the estimated cost of providing fire protection services to that class of property. The schedule of fees shall include the following classes of property and the fee on each class of property shall not exceed the following maximums:

- (1) A single-family dwelling or manufactured or mobile home, and appurtenant structures, plus up to five acres of surrounding land. The fee on this class of property may not exceed:
  - a. ~~Fifty dollars (\$50.00)~~One hundred dollars (\$100.00) per site per year for homes 1,000 square feet of heated floor area or less.
  - b. ~~One hundred dollars (\$100.00)~~Two hundred dollars (\$200.00) per site per year for homes greater than 1,000 square feet of heated floor area but less than 2,000 square feet of heated floor area.
  - c. ~~Two hundred dollars (\$200.00)~~Four hundred dollars (\$400.00) per site per year for homes 2,000 square feet or greater of floor area but not greater than 3,000 square feet of heated floor area.
  - d. ~~Three hundred dollars (\$300.00)~~Six hundred dollars (\$600.00) per site per year for homes greater than 3,000 square feet of floor area but not greater than 4,000 square feet of heated floor area.
  - e. ~~Four hundred dollars (\$400.00)~~Eight hundred dollars (\$800.00) per site per year for homes greater than 4,000 square feet of floor area but not greater than 5,000 square feet of heated floor area.
  - f. ~~Five hundred dollars (\$500.00)~~One thousand dollars (\$1,000) per site per year for homes greater than 5,000 square feet of floor area but not greater than 6,000 square feet of heated floor area.
  - g. ~~Six hundred dollars (\$600.00)~~One thousand two hundred dollars (\$1,200) per site per year for homes greater than 6,000 square feet of floor area but not greater than 7,000 square feet of heated floor area.
  - h. ~~Seven hundred dollars (\$700.00)~~One thousand four hundred dollars (\$1,400) per site per year for homes greater than 7,000 square feet of floor area but not greater than 8,000 square feet of heated floor area.
  - i. ~~Eight hundred dollars (\$800.00)~~One thousand six hundred dollars (\$1,600) per site per year for homes greater than 8,000 square feet of heated floor area.
- (2) Unimproved land other than the five acres of land classified as part of a single-family dwelling or manufactured or mobile home. The county may establish a maximum fee for unimproved land as follows:
  - a. Up to five acres, ~~ten dollars (\$10.00)~~twenty dollars (\$20.00).

- b. Five acres or more but less than 25 acres, ~~twenty dollars (\$20.00)~~forty dollars (\$40.00).
  - c. 25 acres or more but less than 50 acres, ~~fifty dollars (\$50.00)~~one hundred dollars (\$100.00).
  - d. 50 acres or more but less than 100 acres, ~~one hundred dollars (\$100.00)~~two hundred dollars (\$200.00).
  - e. 100 acres or more but less than 200 acres, ~~one hundred fifty dollars (\$150.00)~~three hundred dollars (\$300.00).
  - f. 200 acres or more but less than 300 acres, ~~two hundred dollars (\$200.00)~~four hundred dollars (\$400.00).
  - g. 300 acres or more but less than 400 acres, ~~three hundred dollars (\$300.00)~~six hundred dollars (\$600.00).
  - h. 400 acres or more but less than 500 acres, ~~four hundred dollars (\$400.00)~~eight hundred dollars (\$800.00).
  - i. 500 acres or more, ~~five hundred dollars (\$500.00)~~one thousand dollars (\$1,000).
- (3) An animal production or horticultural operation. The fee on this class of property may not exceed ~~ten dollars (\$10.00)~~twenty dollars (\$20.00) per site per year.
- (4) A commercial facility other than an animal production or horticultural operation. The fee on this class of property may not exceed for a commercial facility:
- a. Less than 5,000 square feet, ~~two hundred dollars (\$200.00)~~four hundred dollars (\$400.00).
  - b. 5,000 square feet but less than 10,000 square feet, ~~four hundred dollars (\$400.00)~~eight hundred dollars (\$800.00).
  - c. 10,000 square feet but less than 20,000 square feet, ~~eight hundred dollars (\$800.00)~~one thousand six hundred dollars (\$1,600).
  - d. 20,000 square feet but less than 30,000 square feet, ~~one thousand dollars (\$1,000)~~two thousand dollars (\$2,000).
  - d1. 30,000 square feet but less than 40,000 square feet, ~~one thousand five hundred dollars (\$1,500)~~three thousand dollars (\$3,000).
  - d2. 40,000 square feet but less than 50,000 square feet, ~~two thousand dollars (\$2,000)~~four thousand dollars (\$4,000).
  - e. 50,000 square feet but less than 60,000 square feet, ~~three thousand dollars (\$3,000)~~six thousand dollars (\$6,000).
  - e1. 60,000 square feet but less than 70,000 square feet, ~~four thousand dollars (\$4,000)~~eight thousand dollars (\$8,000).
  - e2. 70,000 square feet but less than 80,000 square feet, ~~five thousand dollars (\$5,000)~~ten thousand dollars (\$10,000).
  - e3. 80,000 square feet but less than 90,000 square feet, ~~six thousand dollars (\$6,000)~~twelve thousand dollars (\$12,000).
  - e4. 90,000 square feet but less than 100,000 square feet, ~~seven thousand dollars (\$7,000)~~fourteen thousand dollars (\$14,000).
  - f. 100,000 square feet or over, ~~eight thousand dollars (\$8,000)~~sixteen thousand dollars (\$16,000).
- (5) A multiple-family dwelling. Each unit in a multiple-family dwelling shall be treated as a single-family dwelling under subdivision (1) of this subsection.
- (6) Any other class of property selected by the county. The fee on these classes of property may not exceed ~~one hundred dollars (\$100.00)~~two hundred dollars (\$200.00) per year.



- (7) Outbuildings and special structures that fail to fall into any category above will be classified based on the most appropriate category determined by the specific use of the type of structure.

For properties located beyond six road miles from the closest fire station of their district that have a fire insurance rating of 10, the fee shall be seventy-five percent (75%) of the amount otherwise applicable under the above fee schedules.

**"Section 1.(d)** Billing of Fees. – The county may include a fee imposed under this section on the property tax bill for the real property, or the manufactured or mobile home, on which the fee is imposed.

**"Section 1.(e)** Use of Fees. – The county shall credit the fees collected within the district to a separate fund to be used only to furnish fire protection in the district. The board of commissioners shall administer the fund to provide fire protection by one or more of the following methods:

- (1) Contracting with any municipality, any incorporated nonprofit volunteer or community fire department, or the Department of Environment and Natural Resources.
- (2) Furnishing fire protection itself if it maintains an organized fire department.
- (3) Establishing a fire department in the district.

**"Section 1.(f)** Audit of Fire Department. – If the county contracts with a fire department to provide fire protection services in a fee-supported fire district, the fire department shall prepare an annual budget based on anticipated revenues and shall submit the budget to the county for processing and approval through the county's regular budget procedure. The fire department shall contract for quarterly bookkeeping/accounting services from an independent accountant for each fiscal year July 1 through June 30. The independent accountant must be approved in advance by the County Finance Officer. The fire department is to submit all invoices, cash receipts, bank statements with canceled checks or facsimiles, check registers or stubs, and other financial source documents to the accountant within 15 days of the end of each fiscal quarter. The accountant is to provide a monthly bank reconciliation for each month of the quarter, an itemized schedule of all disbursements for the quarter, and an itemized schedule of cash receipts for the quarter, a quarterly financial report, and a year-to-date financial report directly to the County ~~Fire Marshal's office~~ Manager within 45 days of the end of each fiscal quarter. Funding will not be disbursed until the financial report is accepted by the Finance Officer. The fire department agrees to contract for an independent financial audit conducted by a certified public accountant in accordance with generally accepted accounting principles, for each fiscal year July 1 through June 30 to be completed by October 31 after that fiscal year and submitted to the Brunswick County Emergency Services Department by November 10 following that fiscal year and will comply with federal and State laws and regulations related to financial and compliance audits. Towns will handle all financing and accounts that are spent for the town fire departments. The Town will follow all accounting principles and practices as required by the State of North Carolina. The Treasurer of any fee-supported department shall be bonded for at least one and one-half times the department's annual budget. The county may audit the fire department's financial records upon reasonable notice to the fire department. Any fees collected by the county to be disbursed to a fee-supported department will be withheld until all fiscal issues are resolved to the satisfaction of the County Finance Officer.

**"Section 1.(g)** Extension of Area of District. – The county may by resolution annex to any fee-supported fire district any territory that it could include in a new district under subsection (c) of this section, upon finding that:

- (1) The area to be annexed is contiguous to the district, with at least one-eighth of the area's aggregate external boundary coincident with the existing boundary of the district; and
- (2) The area to be annexed requires the services of the district.

The county may also by resolution annex to any fee-supported fire district any territory it could include in a new district under subsection (c) of this section if seventy-five percent (75%) of the real property owners in the territory to be annexed have petitioned the board of commissioners for annexation to the service district.

The area of any fee-supported fire district may be increased by including within the boundaries of the district any adjoining territory lying within a municipality if the territory is not already included in another fire protection district, and both the municipal governing body and the county commissioners of the county in which the district is located agree by resolution to the inclusion. However, it is not necessary to obtain the consent of a municipality if the municipality has not levied a tax, performed any official act, nor held any elections within a period of 10 years preceding the adoption of the resolution including the area within the district.

**"Section 1.(h) Annexation of District.** – When any portion of a fee-supported fire district has been annexed by a municipality furnishing fire protection to its citizens, and the municipality has not agreed to allow territory within it to be in the district, then the portion of the district annexed is no longer part of a fee-supported district. For the purposes of this section and regardless of the actual effective date of annexation, the date of annexation shall be considered to be a date in the month of June. When any portion of a fee-supported fire district is annexed by a municipality furnishing fire protection to its citizens, there is debt associated with the prior fee-supported district providing the fire protection to that area, an assumption of debt shall be paid to the fee-supported district at a rate of not less than one-half the fees that are collected from the annexed area for a period of not less than three years. This shall in no way limit or restrict a municipality from contracting with a fee-supported district to provide fire protection services nor shall it require a fee-supported district to provide fire protection services without an additional contract.

**"Section 1.(i) Abolition of District.** – Upon finding that there is no longer a need for a given fee-supported fire district, the board of commissioners may repeal the resolution establishing the district and thus abolish the district.

**"Section 1.(j) Administrative Oversight.** – Each nonmunicipal department shall bring any purchase in excess of ten thousand dollars (\$10,000) for approval to a fire protection oversight board that is determined by the board of commissioners of the county and is chaired by the Emergency Services Director or his designee. Failure to adhere to the recommendations of the committee could lead to forfeiture of collected fees. All departments that receive funding from a fee-supported district shall participate in countywide strategic planning sessions conducted by the emergency services office no less than once a year.

**"Section 1.(k) Collection Remedies.** – A county may ~~foreclose fire fee liens~~ collect any delinquent fire fees, existing either before or after the effective date of this act, under any procedure provided by law for the foreclosure-collection of property tax liens, including attachment, garnishment, and foreclosure, except that: (i) lien sales and lien sale certificates are not required, and (ii) foreclosure may be begun at any time after 30 days after the due date. The county is not entitled to a deficiency judgment in an action to foreclose a fire fee lien. The lien of fire fees is inferior to all prior and subsequent liens for State, local, and federal taxes, and superior to all other liens."

**SECTION 2.** This act applies to Brunswick County only.

**SECTION 3.** This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 28<sup>th</sup> day of June,  
2017.

s/ Daniel J. Forest  
President of the Senate

s/ Tim Moore  
Speaker of the House of Representatives

**STANDARD ASSURANCES BETWEEN COUNTY AND  
FIRE DEPARTMENTS/TOWNS**

**I. PURPOSE**

- A. For each FIRE DEPARTMENT to receive its approved Fire Fees each fiscal year, it must submit an original signed copy of this document.
- B. These assurances shall act to hold the County of Brunswick harmless from any liability that the agency or organization may incur.

**II. ASSURANCES AFFIDAVIT**

The authorized official of the agency or organization given below assures the County of Brunswick that:

- A. The fire department/town is a legal entity under Federal and State laws and is authorized to provide the services being proposed by the County for the Fire Fees being paid.
- B. The fire department/town has the legal authority and the institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for County for the Fire Fees being paid.
- C. If the agency/ organization is a designated non-profit corporation (501c3), said agency/ organization must provide documentation of their status as a 501c3 (IRS Determination Letter) on an annual basis.
- D. The agency/ organization will maintain all required liability insurance. A copy of the liability insurance certificate must accompany the standard of assurance.
- E. The agency/ organization will maintain all required workers' compensation insurance. A copy of the workers' compensation insurance certificate must accompany the standard of assurance.
- F. The agency/ organization will comply with all State and Federal tax laws applicable to their agency/ organization. Agency/ organization must provide the most recent IRS Form 990- Return of Organization Exempt From Income Tax.
- G. The agency/organization will provide evidence by IRS and NC wage report forms of having paid all employee taxes and withholdings.
- H. The fire department/town will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy.
- I. The fire department/town will comply with all Federal and State laws and regulations related to illegal discrimination.

- J. The fire department/town will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.
- K. The fire department/town will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.
- L. The fire department/town will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the County.
- M. The fire department/town will hold the County of Brunswick harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the County of Brunswick.
- N. The fire department/town will submit promptly to the County Manager any information requested related to any program/project services assisted by the county.
- O. The fire department/town shall conduct pre-fire plans on all structures other than one and two family dwellings, within their response districts.
- K. The fire department/town will comply with any County ordinance or policy applicable to any program / project assisted by the County.
- L. The fire department will comply with the formal and informal bid requirements set forth in the County's Contract and Purchasing Policy when performing construction or repair work or when purchasing (including lease purchasing) apparatus, supplies, materials, or equipment and involving any Fire Fees. The town will follow their respective municipal purchasing policy consistent with North Carolina General Statutes.
- M. All Fire Fees shall be utilized strictly for the operation, maintenance and capital outlay needs of each fire department. Any item acquired using Fire Fees by fire department/town shall become the property of that fire department/town (and titled to that fire department/town when applicable). No fire department or resources procured with fire fees may be used for personal purposes or for the benefit of any board members, paid staff, or volunteer staff. In the event a fire department deems a piece of equipment necessary to sell or dispose of and after obtaining the best offer, the department shall offer it for sale to other Brunswick County fire departments at the best price offer prior to offering the equipment to outside agencies. Any proceeds obtained from the sale of surplus property acquired with any Fire Fees shall be used only for the same purpose as Fire Fees.
- N. Each fire department shall have an adopted standard operating guideline that addresses the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the fire department's response standard and a current roster of personnel shall be kept on file at the department and available for inspection by the Brunswick County Fire Marshal.
- O. The fire department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer cannot determine the origin and cause of the fire or if the cause of the fire is suspected to be arson in nature, the officer in charge shall request the appropriate agency having jurisdiction to assist. The fire department should provide whatever assistance is needed to assist the agency having jurisdiction at the fire scene.

- P. Each fire department shall be NIMS compliant and adhere to any local, state or federal guidelines regarding Incident Command.
- Q. Each fire department shall take under advisement any recommendations of the Brunswick County Fire Protection Oversight Committee.
- R. Each fire department shall prepare an annual budget based on anticipated revenues and shall submit the budget to the county for processing and approval according to the county's regular budget calendar.
- S. Each fire department shall contract for quarterly bookkeeping/accounting services from an independent accountant for each fiscal year July 1 through June 30. The independent accountant must be approved in advance by the County Finance Officer. The fire department is to submit all invoices, cash receipts, bank statements with canceled checks or facsimiles, check registers or stubs, and other financial source documents to the accountant within 15 days of the end of each fiscal quarter. The accountant is to provide a monthly bank reconciliation, itemized schedule of disbursements and receipts, quarterly and year-to-date financial report for each quarter to the County Fire Marshal within 45 days of the end of each fiscal quarter. Funding will not be disbursed until the complete quarterly financial report is accepted by the County Finance Officer.
- T. The fire department agrees to contract for an Independent Financial Audit in accordance with General Accepted Accounting Principles, for each fiscal year July 1st thru June 30<sup>th</sup> to be completed by October 31<sup>st</sup> after that fiscal year and submitted to the Brunswick County Emergency Services Department by November 10<sup>th</sup> following that fiscal year and will comply with Federal and State laws and regulations related financial and compliance audits.
- U. Towns will handle all financing and accounts that are spent for the town fire department. The Town will follow all accounting principles and practices as required by the State of North Carolina.
- V. The Treasurer of any fee-supported department shall be bonded for at least one and one-half times the department's annual budget.
- W. The County may audit the fire department's financial records upon reasonable notice to the fire department. Any fees collected by the county will be withheld until all fiscal issues are resolved to the satisfaction of the County Finance Officer.
- X. Each fire department shall allow the Brunswick County Commissioner of their district to appoint a liaison to attend the meetings of the departments Board of Directors. The Town Board of Alderman/Councilman has direct oversight over the town fire department.
- Y. Each fire department shall ensure that two authorized signatures are required on checks written against any account in the fire department's name.
- Z. Each fire department will electronically submit call data to both Brunswick County Fire Marshal and The North Carolina Office of State Fire Marshal. Reports should be submitted by the 15<sup>th</sup> of the month for the previous month.



- AA. Each fire department should adhere to the mutual aid and automatic aid guidelines included in the Contract and Agreement between the County and Fire Department or County and Municipality.
- BB. The Fire Department that chooses to operate a Medical Responder program shall adhere to local sponsor hospital and EMS system guidelines established for the operation of Medical Responder programs in Brunswick County and shall adhere to the Brunswick County EMS System Continuing Education Program.
- CC. The Fire Department shall maintain an up to date membership with the North Carolina State Firemen's Association and shall ensure that all members have acquired the mandated minimum training hours as required per year to remain on the roster.
- DD. The County shall have the right to inspect, examine, and make copies of such operational records it requests as may assist the County in its evaluation of the effectiveness of the department and the provision of fire services to the County generally. Such operational information may include, but is not limited to, staffing on duty, staffing on scene, response time, rosters of employees and volunteers, and information the County deems necessary to conduct a study of fire service delivery methods in the County.

As full compensation from Brunswick County for services to be rendered by \_\_\_\_\_ Fire Department as herein provided, the County agrees to make advance payments to \_\_\_\_\_ Fire Department in the sum of \$ \_\_\_\_\_ over the course of the 2016-2017 fiscal year, comprised of fiscal year 2016-2017 anticipated Fire Fee collections in the amount of \$ \_\_\_\_\_, and County Contribution General Fund appropriations of \$ \_\_\_\_\_, to be advanced in quarterly payments in the amount of \$ \_\_\_\_\_, beginning with the first quarter after July 1, 2016, and upon the fire department's submission to and the county's approval of an auditor, independent accountant/bookkeeper, and submission of all quarterly reports and audits then due per General Assembly of North Carolina Session 2007; Session Law 2007-335 House Bill 429 Section 1.(f). After each fiscal year, a true up of advances and actual collections is made with any deficit subtracted from prior year's collections until the deficit is satisfied. The department is to receive any prior years' collections in excess of payments advanced on a quarterly basis.

**Certification**

The above assurances will be complied with for the each financial fiscal year starting on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of each fiscal year.

Fire Department/Town

Fire Department

Box / Street / Route

Town / State / Zip

Federal Tax ID Number

By (Signature)

\_\_\_\_\_

Typed Name

\_\_\_\_\_

Title

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Date Submitted

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STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this First day of July, 2005 by and between THE COUNTY OF BRUNSWICK, a North Carolina body corporate and politic, hereinafter called COUNTY, and the LELAND VOLUNTEER FIRE/RESCUE DEPARTMENT, INC., a nonprofit corporation organized under Chapter 55A of the General Statutes of the State of North Carolina, or THE XXX FIRE DEPARTMENT a Department of the Town of XXX, a political subdivision of the State of North Carolina, Brunswick County, North Carolina hereinafter called FIRE DEPARTMENT;

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes Counties to enter into contracts, and to make annual appropriations of funds; and

WHEREAS, N.C.G.S. 160 A authorizes Municipalities to enter into contracts; and

WHEREAS, N.C.G.S. 60-40 authorizes cities, fire protection districts and incorporated fire departments to send personnel and apparatus beyond their respective territorial limits; and

WHEREAS, the parties hereto seek to provide for fire protection services, and for mutual assistance in fire protection services in order to increase fire defenses and to provide reserves needed to assure the community of adequate protection;

NOWTHEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of the FIRE DEPARTMENT to furnish fire fighting services, and the general power and authority of the COUNTY to provide fire protection for its inhabitants and owners of property, the parties hereto mutually contract and agree as follows:

1

GENERAL DUTIES

- A. The FIRE DEPARTMENT agrees to furnish and provide continuing fire protection and related services to all properties lying within its designated fire response territorial limits, upon the call of any resident, property owner, other person, or agency.
- B. The FIRE DEPARTMENT, in providing the said service, shall use its own means and methods, within standards recognized by federal, state, and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY.

- C. All fire fighting equipment, related services equipment, and personnel necessary and proper for the performance of this contract and Agreement shall be provided by the FIRE DEPARTMENT at its sole cost and expense, and all persons engaged in fighting fires or in related services pursuant to the provisions of this Contract and Agreement shall be subject to the exclusive control, direction and supervision, of the FIRE DEPARTMENT. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in fire fighting or related services imposed by the provisions of the Contract and Agreement upon the FIRE DEPARTMENT in furnishing fire fighting and related services to COUNTY for the benefit of its residents and property owners.

## 2

### COMMUNICATIONS

Procedures for giving fire alarms and communicating the existence of fires or related service emergencies to the FIRE DEPARTMENT shall be established by mutual agreement between the parties hereto and the same shall be properly publicized.

## 3

### MUTUAL AID

THAT WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve, said act having been codified as G.S. 58-83-1

WHEREAS, the purpose of this agreement is to provide each department within the county through this contract, a pre-determined plan by which each of the departments might render automatic aid or mutual aid to the other in the case of conflagration, holocaust, civil disorder, or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of a department;

WHEREAS, it is deemed to be in the public interest for the departments within the county to enter into an agreement for mutual assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

WHEREAS, by action of the (Governing Body) of the Department this agreement for automatic aid or mutual aid assistance was duly authorized;

NOW THEREFORE, in consideration of the mutual covenants contained herein by the FIRE DEPARTMENTS OF BRUNSWICK COUNTY, it is hereby agreed as follows:

- A. Upon notification by another fire department, Emergency Management Department, Fire Marshal, or other agency that an emergency does in fact exist and FIRE DEPARTMENT'S automatic aid or mutual aid is needed, the Chief (hereafter also

including any other fire officer or person delegated that authority by said Chief) shall have the implicit authority to order such available apparatus, equipment, and personnel as may be required to respond to assist the requesting agency. After determining that the automatic aid or mutual aid request may be honored without impairing the FIRE DEPARTMENT'S capacity to provide protection within its own jurisdiction, the Chief may take such steps, as he/she deems appropriate to furnish the requested aid.

- B. It shall be the responsibility of the FIRE DEPARTMENT to assure that all personnel responding to the request for automatic aid or mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of the responding FIRE DEPARTMENT. In addition, it shall be the responsibility of the Chief of the FIRE DEPARTMENT to assure that each piece of responding apparatus and equipment is operational and capable of functioning properly for that type of apparatus or equipment.
- C. FIRE DEPARTMENT shall assume all liability and responsibility for the death or injury to any of its own personnel while responding to the request for automatic or mutual aid.
- D. FIRE DEPARTMENT shall assume all liability and responsibility for damage to, or caused by, its own apparatus and equipment while en route to or from an automatic or mutual aid request.
- E. Agency requesting automatic or mutual aid shall have no liability nor responsibility for the personal property of FIRE DEPARTMENT personnel if said property is lost, stolen, damaged, or destroyed while those personnel are performing their duties under the automatic or mutual aid response terms contained herein.
- F. FIRE DEPARTMENT shall assume no liability or responsibility for property damaged or destroyed at the actual scene or any automatic or mutual aid response due to the fire fighting and/or rescue operations, fire control tactics, and strategy or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the property shall exist, or the incident occurred.
- G. FIRE DEPARTMENT shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that respond to a automatic or mutual aid dispatch under the terms of this Contract and Agreement, and FIRE DEPARTMENT shall also assume all costs involving the use of apparatus, equipment, and tools used specifically in response to the request for automatic or mutual aid, and FIRE DEPARTMENT shall make no charge for such use to the agency requesting the automatic or mutual aid assistance. However, any special extinguishing agents, other than water, provided by the FIRE DEPARTMENT from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such extinguishing agents.

- H. The CHIEF of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics, and/or overall direction of the operations. All orders or directions regarding the operations and personnel of the automatic aid or mutual aid FIRE DEPARTMENT shall be relayed to the Officer of the FIRE DEPARTMENT present at that incident and in command of that department.
- I. When FIRE DEPARTMENT personnel are sent to another district pursuant to this Contract and Agreement, the jurisdiction, rights, authority, privileges, and immunities, including coverage under Workman's Compensation Laws, which said personnel have in the FIRE DEPARTMENT, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Contract and Agreement.
- J. In FIRE DEPARTMENTS where their districts have been extended to a six mile district, the FIRE DEPARTMENT that joins that district will automatically be dispatched under the automatic aid agreement of this Contract and Agreement. Upon dispatch, that FIRE DEPARTMENT who is providing automatic aid will send a minimum of one engine with 1,000 gallons of water and adequate personnel.

4

STANDARD ASSURANCES

Both FIRE DEPARTMENT and COUNTY will adhere to the standard assurances attached hereto.

5

COMPENSATION

The COUNTY agrees to collect the Fire Fees from the established Fire Fee Districts within the County as approved by the Board of Commissioners. The COUNTY will distribute the Fire Fees collected in the following manner. The Fire Fees will be paid to the FIRE DEPARTMENTS in 25% increments, quarterly, based on the amount approved by the Board of Commissioners for each Fire Fee District each year. The first payment beginning in July of each fiscal year, upon the FIRE DEPARTMENT submission to the Emergency Service Department and upon the County's approval of a financial statement on a form to be provided by the County's Finance Department.

As the County collects the Fire Fees that become due in the FIRE DEPARTMENT'S Fire Fee District, the County shall reimburse itself from the Fire Fees collected any amount that was preliminary paid to the FIRE DEPARTMENT pursuant to the agreement, or as much of the same as had been remitted to the FIRE DEPARTMENT, so that the County makes no General Fund contribution to the FIRE DEPARTMENT, and that all Fire Fees collected in the FIRE DEPARTMENT Fire Fee District are eventually remitted to the FIRE DEPARTMENT provided those Fire Fees are collected. Any amount collected in the FIRE DEPARTMENT Fire Fee District shall be remitted to the FIRE DEPARTMENT in the next quarterly payment.



6  
TERM

This Contract and Agreement shall commence on the first day of July, 2005 and shall continue in effect until renewed or renounced by either party by giving 90 days written notice to the other party. Additions or Modifications made to this Contract and Agreement require 90 days written notice to the other party. Additions or Modifications that may need to be made in case of a violation or change of federal or state law shall be made and the other party notified.

IN WITNESS WHEREOF, COUNTY has caused this Contract and Agreement to be executed in its name by its chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick.

FIRE DEPARTMENT has caused this document to be executed in its name by its President of the Board, attested to by the Secretary to the Board and its Seal to be affixed hereto, all by authority duly given by its Board of Directors as of the day and year first above written, or by its Mayor, attested to by the Town Clerk and its Seal to be affixed hereto, all by the authority duly given by its Board of Alderman/Councilman as the day and year first above written.

COUNTY OF BRUNSWICK



By: [Signature]  
David R. Sandifer, Chair  
Brunswick County Commissioners

Attest: [Signature]  
Deborah S. (Debby) Gore, CMC  
Clerk to the Board

By: [Signature]  
President of the Board/Mayor

Attest: [Signature]  
Secretary to the Board/Town Clerk

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."  
[Signature]  
Ann B. Hardy, Finance Director  
Brunswick County, North Carolina

**STANDARD ASSURANCES BETWEEN COUNTY AND  
FIRE DEPARTMENTS/TOWNS**

**I. PURPOSE**

- A. For each FIRE DEPARTMENT to receive it's approved Fire Fees each fiscal year, it must submit an original signed copy of this document with their Contract and Agreement.
- B. These assurances shall act to hold the County of Brunswick harmless from any liability that the agency or organization may incur.

**II. ASSURANCES AFFIDAVIT**

The authorized official of the agency or organization given below assures the County of Brunswick that:

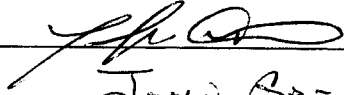
- A. The fire department/town is a legal entity under Federal and State laws and is authorized to provide the services being proposed by the County for the Fire Fees being paid.
- B. The fire department/town has the legal authority and the institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for County for the Fire Fees being paid.
- C. The fire department/town will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.
- D. The fire department/town will comply with all Federal and State laws and regulations related to illegal discrimination.
- E. The fire department/town will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.
- F. The fire department/town will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.
- G. The fire department/town will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the County.
- H. The fire department/town will hold the County of Brunswick harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the County of Brunswick.
- I. The fire department/town will submit promptly to the County Manager any information requested related to any program/project services assisted by the county.
- J. The fire department/town shall conduct pre-fire plans on all structures other than one and two family dwellings, within their response districts.
- K. The fire department/town will comply with any County ordinance or policy applicable to any program / project assisted by the County.

- L. The fire department will comply with the formal and informal bid requirements set forth in the County's Contract and Purchasing Policy when performing construction or repair work or when purchasing (including lease purchasing) apparatus, supplies, materials, or equipment and involving any Fire Fees. The town will follow their respective municipal purchasing policy consistent with North Carolina General Statutes.
- M. All Fire Fees shall be utilized strictly for the operation, maintenance and capital outlay needs of each fire department. Any item acquired using Fire Fees by fire department/town shall become the property of that fire department/town (and titled to that fire department/town when applicable). In the event a fire department deems a piece of equipment necessary to sell or dispose of and after obtaining the best offer, the department shall offer it for sale to other Brunswick County fire departments at the best price offer prior to offering the equipment to outside agencies. Any proceeds obtained from the sale of surplus property acquired with any Fire Fees shall be used only for the same purpose as Fire Fees.
- N. Each fire department shall have an adopted standard operating guideline that addresses the appropriate number of firefighters needed on all types of fire calls. A current, valid copy of the fire department's response standard and a current roster of personnel shall be kept on file at the department and available for inspection by the Brunswick County Fire Marshal.
- O. The fire department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer cannot determine the origin and cause of the fire or if the cause of the fire is suspected to be arson in nature, the officer in charge shall request the appropriate agency having jurisdiction to assist. The fire department should provide whatever assistance is needed to assist the agency having jurisdiction at the fire scene.
- P. Each fire department shall follow the Brunswick County Incident Command Master Plan and all applicable appendixes.
- Q. Each fire department shall take under advisement any recommendations of the Brunswick County Fire Protection Oversight Committee.
- R. The fire department agrees to contract for an Independent Financial Audit in accordance with General Accepted Accounting Principles, for each fiscal year July 1st thru June 30<sup>th</sup> to be completed by October 31<sup>st</sup> after that fiscal year and submitted to the Brunswick County Emergency Services Department by November 10<sup>th</sup> following that fiscal year and will comply with Federal and State laws and regulations related financial and compliance audits. Towns will handle all financing and accounts that are spent for the town fire department. The Town will follow all accounting principles and practices as required by the State of North Carolina.
- S. Each fire department shall allow the Brunswick County Commissioner of their district to appoint a liaison to attend the meetings of the departments Board of Directors. The Town Board of Alderman/Councilman has direct oversight over the town fire department.
- T. Each fire department shall ensure that two authorized signatures are required on checks written against any account in the fire department's name.
- U. Each fire department will electronically submit call data to both Brunswick County Fire Marshal and The North Carolina Office of State Fire Marshal. Reports should be submitted by the 15<sup>th</sup> of the month for the previous month.
- V. The County will look to the Brunswick County Fire Chief's Association as the principal group for policy-making decisions affecting the fire service and each fire department shall take these

- decisions under advisement. The fire marshal's office will also look to the association to disseminate the information that is presented at meetings.
- W. Each fire department should adhere to the mutual aid and automatic aid guidelines included in the Contract and Agreement between the County and Fire Department or County and Municipality.
- X. The Fire Department, who choose to operate a Medical Responder program shall adhere to local sponsor hospital and EMS system guidelines established for the operation of Medical Responder programs in Brunswick County and shall adhere to the Brunswick County EMS System Continuing Education Program.

**Certification**

The above assurances will be complied with for the each financial fiscal year starting on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of each fiscal year.

Fire Department/Town	<u>LELAND VFRD INC.</u>
Box / Street / Route	<u>PO Box 176</u>
Town / State / Zip	<u>LELAND NC 28451</u>
Federal Tax ID Number	<u>56-2106207</u>
By (Signature)	<u></u>
Typed Name	<u>JOHN BRINES</u>
Title	<u>CHIEF</u>
Date Submitted	<u>4/27/05</u>

## APPENDIX A

As full compensation from the County for services to be rendered by Fire Department as herein provided, the County agrees to pay to the Leland Fire Department the sum of at least Four Hundred Thirty Thousand Four Hundred Thirteen Dollars and Eighty Nine Cents (\$ 430,413.89) over the course of the fiscal year, comprised of Fire Fee collections, to be paid in quarterly payments in the amount of One Hundred Seven Thousand Six Hundred Three Dollars and Forty Seven (\$ 107,603.47), beginning with the first quarter after the beginning of the County's fiscal year, and upon the Fire Department's submission to and the County's approval of a required quarterly financial statement.

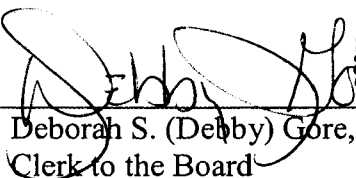
As the County collects the Fire Fees that become due in the Leland Fire Fee District, the County shall reimburse itself from the Fire Fees collected any amount that was preliminarily paid to the Fire Department pursuant to this agreement, or as much of the same as has been remitted to the Fire Department, so that the County makes no General Fund contribution to the Leland Fire Department and that all Fire Fees collected in the Leland Fire Fee District are eventually remitted to the Fire Department, provided those Fire Fees are collected.

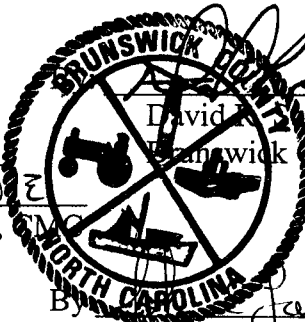
IN WITNESS WHEREOF, COUNTY has caused this Appendix A to the 2005-2006 Contract to be executed in its name by its chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick.


FIRE DEPARTMENT has caused this document to be executed in its name by its President of the Board, attested to by the Secretary to the Board and its Seal to be affixed hereto, all by authority duly given by the Board of Directors as of the day and year first above written, or by its Mayor, attested to by the Town Clerk and its Seal to be affixed hereto, all by authority duly given by its Board of Alderman/Councilman as the day and year first above written.

COUNTY OF BRUNSWICK

Attest:

  
Deborah S. (Debby) Gore,  
Clerk to the Board



  
David L. Hendifer, Chair  
Brunswick County Commissioners

Attest:

  
Tim Lewis  
Secretary to the Board/Town Clerk

  
David L. Hendifer  
President of the Board/Mayor

**COUNTY OF BRUNSWICK**  
**FINANCE DEPARTMENT**

Post Office Box 249  
Bolivia, North Carolina 28422

**Ann B. Hardy, MPA, CPA**  
*Director of Fiscal Operations*

Telephone (910) 253-2070  
Telecopy (910) 253-2068

July 1, 2005

Chief John Grimes  
Leland Fire Department  
P. O. Box 176  
Leland, NC 28451

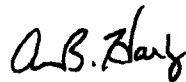
Dear Chief Grimes:

Enclosed please find two copies of Appendix A to your 2005-2006 contract with Brunswick County. Please carefully review the document. If your organization agrees to the terms and conditions, please have the document signed by either your Board President or your Mayor, attested to by either your Board Secretary or Town Clerk and affix your Town Seal. Keep one copy for your files and please return the other signed original to me.

Once we receive the properly executed Appendix A, we will disperse your funds as stated in the appendix. Disbursements will be made in July 2005, October 2005, January 2006 and April 2006.

Thank you for your cooperation with our funding process, and please contact me whenever I can be of assistance.

Sincerely,



Ann B. Hardy  
Director of Fiscal Operations





Fiscal Year 2018

Fiscal Year 2019

	Fire and Rescue Services - Administered by Malcolm Smith:			104340			Contracts for Training and Rescue			Contracts for Training and Rescue			Total County and Fire Fee Funding			Total County and Fire Fee Funding			Dollar Change From Prior Year		% Change From Prior Year													
	Fire Fees Budget (25% Increase)	Ad-Valorem Support	104340 Support	Fire Fees Budget	Additional Support	Total County and Fire Fee Funding	Fire Fees Budget	Additional Support	Percentage Increase	Fire Fees Budget	Additional Support	Total County and Fire Fee Funding	Fire Fees Budget	Additional Support	Total County and Fire Fee Funding	Dollar Change From Prior Year	% Change From Prior Year																	
Fire and Rescue Services - Administered by Malcolm Smith:																																		
St. James	\$ 71,305	\$ -	-	\$ 71,305	\$ 14,300	\$ 85,605	\$ 71,344	\$ 14,300	0%	\$ 71,344	\$ 14,300	\$ 85,644	\$ 71,344	\$ 14,300	\$ 85,644	\$ 39	0.0%																	
Bolivia	202,362	97,638	-	202,362	-	300,000	277,530	-	30%	277,530	-	277,530	277,530	-	277,530	(22,470)	-7.5%																	
Navassa	169,842	130,158	-	169,842	-	300,000	178,374	-	0%	178,374	-	178,374	178,374	-	178,374	(121,626)	-40.5%																	
Waccamaw	211,260	88,740	-	211,260	-	300,000	325,615	-	35%	325,615	-	325,615	325,615	-	325,615	25,615	8.5%																	
Yaupon Beach	169,846	130,154	-	169,846	-	300,000	172,740	-	0%	172,740	-	172,740	172,740	-	172,740	(127,260)	-42.4%																	
Northwest	349,277	-	-	349,277	-	349,277	463,817	-	25%	463,817	-	463,817	463,817	-	463,817	114,540	32.8%																	
Winnabow	380,092	-	-	380,092	-	380,092	420,588	-	0%	420,588	-	420,588	420,588	-	420,588	40,496	10.7%																	
Civietown	383,311	45,000	-	383,311	-	428,311	505,688	-	35%	505,688	-	505,688	505,688	-	505,688	77,377	18.1%																	
Shallotte Point	385,427	45,000	-	385,427	-	430,427	541,676	-	35%	541,676	-	541,676	541,676	-	541,676	111,249	25.8%																	
Sunset Harbor/ Zion Hill	401,095	45,000	-	401,095	-	446,095	606,976	-	45%	606,976	-	606,976	606,976	-	606,976	160,881	36.1%																	
Grissettown Longwood	395,087	45,000	-	395,087	15,000	455,087	614,654	15,000	50%	614,654	15,000	629,654	629,654	15,000	629,654	174,567	38.4%																	
Supply	462,685	-	-	462,685	-	462,685	517,085	-	0%	517,085	-	517,085	517,085	-	517,085	54,400	11.8%																	
BSLVFD	479,537	-	-	479,537	-	479,537	507,806	-	0%	507,806	-	507,806	507,806	-	507,806	28,269	5.9%																	
Shallotte	657,712	-	-	657,712	7,500	665,212	754,459	7,500	10%	754,459	7,500	761,959	761,959	7,500	761,959	96,747	14.5%																	
Southport	882,167	-	-	882,167	-	882,167	998,129	-	10%	998,129	-	998,129	998,129	-	998,129	115,962	13.1%																	
Ocean Isle Beach	943,686	-	-	943,686	-	943,686	1,216,855	-	35%	1,216,855	-	1,216,855	1,216,855	-	1,216,855	273,169	28.9%																	
Sunset Beach	1,189,214	-	-	1,189,214	-	1,189,214	1,772,686	-	45%	1,772,686	-	1,772,686	1,772,686	-	1,772,686	583,472	49.1%																	
Calabash	1,297,417	-	-	1,297,417	-	1,297,417	1,363,540	-	0%	1,363,540	-	1,363,540	1,363,540	-	1,363,540	66,123	5.1%																	
Tri-Beach	1,329,991	-	-	1,329,991	-	1,329,991	1,550,033	-	15%	1,550,033	-	1,550,033	1,550,033	-	1,550,033	220,042	16.5%																	
Oak Island	1,372,746	-	-	1,372,746	-	1,372,746	1,432,753	-	0%	1,432,753	-	1,432,753	1,432,753	-	1,432,753	60,007	4.4%																	
Leland	2,471,841	-	-	2,471,841	-	2,471,841	2,645,446	-	0%	2,645,446	-	2,645,446	2,645,446	-	2,645,446	173,606	7.0%																	
																		\$ 36,800	\$ 16,974,594	\$ 2,105,205														
																		\$ 14,205,900	\$ 626,690	\$ 14,869,390	\$ 16,937,794													



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**  
Malcolm Smith

**Action Item # VII. - 3.**

Emergency Services - FEMA Public Assistance Consultant  
Engagement (Malcolm Smith, Fire Administrator & Interim  
Emergency Services Director

**Issue/Action Requested:**

Request that the Board of Commissioners authorize staff to negotiate a scope of work and contract for services with CSRS Disaster Recovery, LLC with a not to exceed amount of \$50,000.

**Background/Purpose of Request:**

Staff issued a RFP for proposals for a consulting firm to assist with FEMA Public Assistance and Mitigation project applications and appeals. The county received 5 proposals. A staff selection team recommends CSRS Disaster Recovery LLC. The service fees are typically reimbursable by FEMA.

**Fiscal Impact:**

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Funds available in the current budget and are FEMA reimbursable.

**Approved By County Attorney:**

Yes

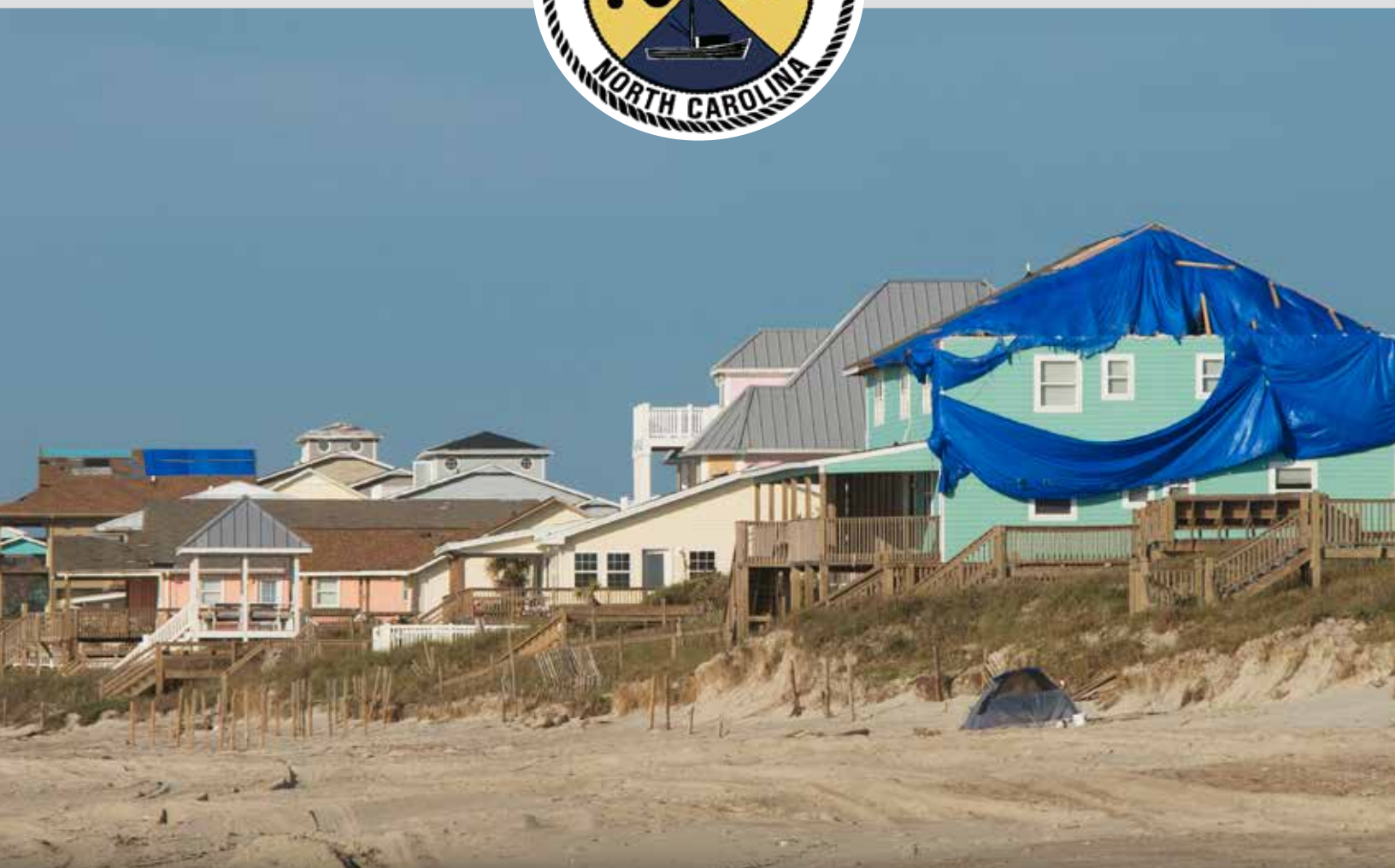
**County Manager's Recommendation:**

Recommend that the Board of Commissioners authorize staff to negotiate a scope of work and contract for services with CSRS Disaster Recovery, LLC with a not to exceed amount of \$50,000.

**ATTACHMENTS:**

Description

- ☐ CSRS Proposal
- ☐ RFP



## REQUEST FOR PROPOSAL

# PUBLIC ASSISTANCE PROGRAM CONSULTING – HURRICANE FLORENCE

---

BRUNSWICK COUNTY, NORTH CAROLINA | DECEMBER 14, 2018 | 5:00 PM EST

**CSRS**  
DISASTER RECOVERY, LLC

6767 Perkins Road, Suite 200 ▪ Baton Rouge, LA 70808  
(225) 769-0546 ▪ [www.csrsinc.com](http://www.csrsinc.com)



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December 14, 2018

Brunswick County Emergency Services  
ATTN: Brian Watts, Emergency Services Director  
3325 Old Ocean Highway  
Bolivia, NC 28422

VIA EMAIL: [brian.watts@brunswickcountync.gov](mailto:brian.watts@brunswickcountync.gov)

RE: Response to RFP for Public Assistance Program Consulting—Hurricane Florence

Dear Mr. Watts:

CSRS Disaster Recovery Management, LLC (CSRS), a wholly-owned subsidiary of CSRS, Inc., has carefully selected a comprehensive Grants Management team that includes a North Carolina based small, woman-owned business, T. Carter Consulting, LLC, and expert FEMA policy small business, Emergent Risk Solutions, LLC, to ensure Brunswick County benefits from strong subject matter experts. Our Team is pleased to present our proposal in response to the Brunswick County RFP for Public Assistance Program Consulting. With our team's successful history of disaster recovery work, local ties and understanding, and team members' subject matter expertise in various aspects of disaster recovery and resiliency, look forward to assisting Brunswick County plan and reach full recovery from the devastation left by Hurricane Florence.

CSRS was established 40 years ago in Louisiana, and during that time, we have personally experienced similar natural disasters and empathize with Brunswick County. We offer personal buy-in and commitment to your recovery as a result of our similar experiences. We have the unique perspective of having been on both sides of disaster recovery, and we understand how to help Brunswick County with Hurricane Florence PA Program Consulting. Our proposal complies with your RFP instructions and demonstrates that as your partner we are best suited to deliver all services requested for successful disaster recovery.

Our team is comprised of highly-qualified, national disaster recovery experts, including North Carolina's Teresa Carter, who is the former Infrastructure Chief and Public Assistance Officer for North Carolina Emergency Management. We understand North Carolina and will utilize the talent of North Carolinians to bring full recovery to Brunswick County. We are ready to mobilize our highly-qualified and experienced disaster recovery and grants management team armed with the most efficient and effective disaster recovery program strategies that ensure funding retention and federal funding compliance. Our approach was successful on numerous disaster recovery programs throughout the country, and we would like the opportunity to deliver the same success to Brunswick



Brunswick County Emergency Services  
ATTN: Brian Watts, Emergency Services Director  
December 14, 2018  
Page 2

County. Our approach leverages our vast federally-funded recovery program knowledge and experience and tailors Brunswick's recovery program structure to meet your specific needs.

Our streamlined approach to your recovery needs is based on a three-point strategy developed to meet the objectives outlined in the RFP, including work plans and processes developed through years of experience. The team's approach allows us to provide Brunswick County an unmatched results in an efficient federally-compliant program that maximizes all available funding sources.

Our proposal presents a comprehensive understanding of the requested Scope of Work. It meets all required RFP qualifications and demonstrates our understanding of all applicable laws and regulations, including, but not limited to 2 C.F.R. Part 215 and 44 C.F.R. Part 13, 44 C.F.R. Part 206, Robert T. Stafford Act Section 428. It showcases an experienced professional team that will act as your partner and advocate to achieve Brunswick County's recovery goals.

As Manager of CSRS Disaster Recovery Management, LLC, I will serve as the primary point of contact for this proposal through contract execution and can be reached at email address christopher.pellegrin@csrsinc.com or by phone (225) 769-0546. As the team member responsible for implementation of this project, our post-award point of contact is Amy Lynn. Her contact information is: amylynn5709@gmail.com and phone (919) 604-4565.

We look forward to putting our disaster recovery resources, subject matter experts, and unique approach and methodologies to work for Brunswick County.

Sincerely,



Christopher J. Pellegrin  
Manager, CSRS Disaster Recovery Management, LLC  
(a wholly-owned subsidiary of CSRS, Inc.)



8.6 Selection Criteria: 1) Demonstrated experience of firm in successfully completing similar consulting projects – 30%



**FULL LEGAL NAME:**

CSRS Disaster Recovery Management, LLC (CSRS)

**CORPORATE STRUCTURE:**

Privately Held Corporation

**YEARS IN BUSINESS:**

Established in 1978

**NUMBER OF EMPLOYEES:**

137 Employees

**OFFICE LOCATIONS:**

Baton Rouge, LA  
New Orleans, LA  
Lake Charles, LA  
Dallas, TX

**KEY SUCCESSES**

Grants and Project Management of \$5B in Disaster Recovery Programs

Professionally licensed in Engineering, Architecture, General Contracting, and Construction/Project Management

Baton Rouge Business Report's 2015 Company of the Year

For more than 40 years, CSRS, Inc. has leveraged our innovation and leadership expertise to improve and revitalize our communities. As a wholly-owned subsidiary of CSRS, Inc., CSRS Disaster Recovery Management, LLC (CSRS) has a culture of creative thinking and a background in engineering and architecture. CSRS provides professional management and design services for the delivery of disaster grants management for housing, infrastructure, and facilities for our clients. We provide a balance between big ideas and the technical ability to deliver a successful project every time, no matter how large, complex or challenging.

Our professional services include Grants Management, Project and Construction Management, Compliance Oversight, Program Management, Engineering, Architecture, Planning, and Resiliency.

With disaster recovery program Management experience exceeding \$5B, CSRS is well established as a successful disaster recovery consultant. Our qualifications, policy knowledge, personnel resources, and technology resources help public entities plan and implement comprehensive disaster recovery programs. We help them rebuild financial resilience against future events and guide entities through the various federally funded programs for eligibility, compliance, and closeout, including the FEMA Public Assistance (PA) Program, FEMA Hazard Mitigation Grant Program (HMGP), FEMA Individual Assistance (IA) Program, and the HUD Community Development Block Grant (CDBG) Program.

CSRS' disaster recovery consultancy is focused on developing strategies to maximize eligibility, reduce de-obligation risk, and integrate grants management with successful project delivery. Whether we manage the process or perform the work ourselves, we understand every facet of successful project execution. We will leverage CSRS' disaster recovery expertise to assist Brunswick County in managing its grants funding, retain obligated funds, effectively address compliance issues, accelerate project delivery, keep projects on schedule and on budget, and prepare for audit and grant closeout.



**FULL LEGAL NAME:**

T. Carter Consulting, LLC

**CORPORATE STRUCTURE:**

Privately Held Corporation

**YEARS IN BUSINESS:**

Established in 2016

**NUMBER OF EMPLOYEES:**

3 Employees

**OFFICE LOCATIONS:**

Raleigh, NC

**KEY SUCCESSES**

North Carolina managed state operation for animal carcass disposal following Hurricane Floyd

Managed property mobile home demolition and removal following Hurricane Floyd

Lead for debris strategy for the World Trade Center following 9/11 terrorist attack and the sorting operation at the Staten Island landfill

T. Carter Consulting, LLC is a small, woman owned North Carolina business led by Ms. Teresa Carter. After more than 30 years in the emergency management (EM) field, T. Carter Consulting was launched in 2016. Garnering her extensive experience in planning, response, and recovery through increasingly responsible positions with state, local, and federal agency assignments, T. Carter Consulting serves state and local entities in need of her expansive expertise.

Ms. Carter is highly skilled in the interpretation of federal, state, and county legal issues and laws as they apply to all phases of emergency management, FEMA Public Assistance (PA), hazard mitigation, and compliance requirements, as well as Homeland Security Planning for critical infrastructure, response/recovery operations, and FHWA/FHWA-ER programs. Ms. Carter has a strong ability to generate community commitment and consensus (public and private), and to work effectively with that community, their partners, and the state and federal government. Ms. Carter also delivers a comprehensive knowledge of budgeting, finance and project planning from a business point of view to the benefit of the clients she serves.

**FULL LEGAL NAME:**

Emergent Risk Solutions, LLC

**CORPORATE STRUCTURE:**

Louisiana Limited Liability Company

**YEARS IN BUSINESS:**

Established in 2013

**NUMBER OF EMPLOYEES:**

3 Employees

**OFFICE LOCATIONS:**

Baton Rouge, LA

**KEY SUCCESSES**

Key staff led negotiations for largest consolidated “428” or “PAAP” project in FEMA history

Key personnel have led successful state-level responses to over 200 DHS OIG audits for FEMA PA recovery projects

Key staff played integral part in development of FEMA’s new insurance policy governing interaction of insurance and public assistance program

Emergent Risk Solutions, LLC, was founded in 2013 in the wake of Hurricane Sandy with the realization of increasing risks associated with the frequency of catastrophic natural disasters. Emergent is a full-service emergency management consultancy offering services in preparedness/planning, response, recovery, and mitigation. We provide independent and innovative, professional management consulting services, adding value to decision-making processes for our clients.

Emergent assists public entities, non-profits and other organizations with risk management and insurance services, including but not limited to risk identification, risk allocation, insurance claims, financial risk management, and FEMA obtain & maintain compliance. Emergent continually monitors the ever-changing federal, state, and local regulatory framework in order to provide timely, relevant, and practical expertise. Emergent becomes part of a community’s team to apply the benefits of our experience to a particular situation and to share lessons learned nationwide in lessening the impact of disasters. Emergent efforts focus on rebuilding communities better, faster, and more resilient for the future.



## 6.2 COMPANY & BACKGROUND

### REQUEST FOR PROPOSALS

#### REFERENCES

Client	Contact Name & Title	Phone Number & Email
Ascension Public Schools	David Alexander Superintendent	(225) 391-7005 david.alexander@apsb.org
City of Central	Junior Shelton Mayor	(225) 261-5988 jr.shelton@central-la.gov
Recovery School District	Lona Hankins Former Executive Director of Capital Projects	(504) 202-2039 LonaEdwardsHankins@gmail.com





## 6.3 STATEMENT OF QUALIFICATIONS

### REQUEST FOR PROPOSALS

8.6 Selection Criteria: 2) Qualifications and experiences of key staff of staff identified to perform the identified project roles – 30%



**CSRS Disaster Recovery Management, LLC, together with our local, small and woman-owned business subcontractor T. Carter Consulting, and Emergent Risk Solutions, LLC, are a unified team of dedicated grants management experts with unparalleled policy and technical expertise to meet your recovery objectives.**

We have assembled a team of dedicated, energetic grants management experts with exceptional program delivery, FEMA policy, and technical expertise to help shepherd the expedient restoration of Brunswick County's damaged facilities and other assets. We are a Louisiana based disaster recovery, architectural, engineering, and program management firm and anticipate performing 40% of the program scope. T. Carter Consulting is a North Carolina based small, woman owned business enterprise and as a sub-contractor anticipates performing 40% of the program scope. Additionally, Emergent Risk Solutions, LLC, a Louisiana based small business specializing in disaster recovery advisory services, anticipates performing 20% of the program scope. We offer a local team with national level expertise, supported by additional subject matter experts that can scale based on the needs of Brunswick County. We are passionate about the rebuilding of communities after a major disaster, because your citizens receive the benefit of our hard work.

## 6.3 STATEMENT OF QUALIFICATIONS

REQUEST FOR PROPOSALS

### BIDDER INFORMATION FORM

#### BIDDER INFORMATION

Name of Company CSRS Disaster Recovery Management, LLC

Address 6767 Perkins Road, Suite 200

Phone No. (225) 769-0546 Fax No. (225) 767-0060

E-Mail Address christopher.pellegrin@csrsinc.com

Federal I.D. No. 46-1337527

SDBE, Minority or Woman Owned Business Enterprise Yes ☒ No

Bid Submitted By: Christopher J. Pellegrin, RA

(Name Printed Out)

(Signature)

Title: Principal-in-Charge

Date: 12-13-18



## 6.3 STATEMENT OF QUALIFICATIONS

REQUEST FOR PROPOSALS

### BIDDER INFORMATION FORM

#### BIDDER INFORMATION

Name of Company TCarter Consulting, LLC

Address 17 Bagwell Ave Raleigh, NC 27607

Phone No. 919-291-6808 Fax No. \_\_\_\_\_

E-Mail Address teresa@tcarterconsulting.com

Federal I.D. No. 81-3260064

SDBE, Minority or Woman Owned Business Enterprise ☒ Yes ☐ No

Bid Submitted By: Teresa Carter

(Name Printed Out)

Teresa Carter

(Signature)

Title: Principal

Date: 12-13-15

## 6.3 STATEMENT OF QUALIFICATIONS

REQUEST FOR PROPOSALS

### BIDDER INFORMATION FORM

#### BIDDER INFORMATION

Name of Company Emergent Risk Solutions, LLC

Address 7350 Jefferson Highway, Suite 485-152, Baton Rouge, LA 70806

Phone No. 985.507.2011 Fax No. \_\_\_\_\_

E-Mail Address kipp.nelson@thinkemergent.com

Federal I.D. No. 46-1973162

SDBE, Minority or Woman Owned Business Enterprise \_\_\_\_\_ Yes ☒ No ☐

Bid Submitted By: Walter Kipp Nelson

 (Name Printed Out)

(Signature)

Title: Managing Director

Date: 12-13-18



### Ascension Parish School Board Grants Management & Program Management

**DISASTER RECOVERY | ASCENSION PARISH, LA**

#### SERVICES PROVIDED

- Grant Management
- Project Management
- Program Management
- Appeals Support
- Hazard Mitigation Proposal Development

#### PROJECT COST

- \$90M

#### SCHEDULE

- 2016 – Present

#### FIRM PERSONNEL

- Stacey Danner, AIA
- Mallory Thomason

#### CLIENT REFERENCE

**David Alexander**  
*Superintendent*  
Ascension Parish School Board  
1100 Webster St.  
Donaldsonville, LA 70346  
(225) 391-7005  
david.alexander@apsb.org

As a result of record inundation during August 2016 and subsequent flooding of school facilities, the Ascension Parish School Board hired CSRS to provide professional services for the development and implementation of a recovery plan to repair and mitigate the schools from future damages and re-open them as soon as possible. CSRS is providing assistance and support for grants management and administration and associated project management activities required by federal and state funding programs. The scope of work includes overall program management, design phase management, construction management, field inspection services, and project controls.

In addition, CSRS has full responsibility for all grants administration tasks, compliance, and closeout. During day-to-day oversight, CSRS team members serve as APSB's representative in communications with federal and state agencies. Team members collaborate with the various school district departments and divisions to manage document controls, FEMA Project Worksheets, the CDBG-Disaster Recovery "match" program, insurance reconciliation, and to review and resolve eligibility issues. All tasks are performed by CSRS grants management experts who provide close oversight to ensure compliance with applicable codes and regulations to obtain and retain maximum funding available for complete and successful facility recovery and closeout.



### The City of Central Flood Recovery, Project Management, and Funding Management Program

**CENTRAL, LA**

#### SERVICES PROVIDED

- FEMA Damage Assessments
- Project Scope and Cost Development
- FEMA Grants Management
- Program Monitoring and Oversight
- Project Management
- Project and Grants Compliance and Closeout
- Master Drainage Plan Development
- HMGP Proposal Development

#### PROJECT COST

- \$15M

#### SCHEDULE

- 2016 – Present

#### FIRM PERSONNEL

- Suzanne Settoon
- Stacey Danner, AIA

#### CLIENT REFERENCE

**Amanda Moody**  
*Director Economic Development*  
City of Central  
13421 Hooper Rd., Ste. 8  
Central, LA 70818  
(225) 592-0166  
Amanda.moody@central-la.gov

The City of Central hired CSRS to guide funding and management decisions to expedite disaster relief funding for the 1,000-year flood that catastrophically impacted the City in August 2016. CSRS deployed its policy and subject matter experts to manage funding from numerous sources, including the FEMA Public Assistance Program, insurance and anticipated HUD CDBG-DR funds for “match” funding, as well as identifying and packaging hazard mitigation proposals to strengthen communities in the case of future disasters through the FEMA Hazard Mitigation Grant Program.

CSRS focused on providing technical assistance to the City for the urgent debris removal operations, emergency push/road clearance coordination, and other critical recovery services, focusing on federal, state, and local compliance required to ensure FEMA reimbursement of recovery costs. CSRS performed initial damage assessments to develop FEMA Project Worksheets, maximize reimbursements, maintain eligibility of project costs, and create a predictable flow of operating capital to fund the recovery needs.

CSRS continues to provide the City with grant management and project management advice and guidance; specifically, in identifying and developing the scope and cost estimates for millions of dollars of damages to the road network and drainage infrastructure within the city boundaries, as well as provide appeals support when needed. CSRS ensures federal compliance requirements are met throughout the entire project cycle and is managing the projects through to successful close-out.

In October 2017, CSRS was issued a Supplemental Amendment to the original contract to prepare a Master Drainage Plan for the City. The scope of services CSRS is performing related to the Master Plan includes reviewing and monitoring drainage studies, quantifying the effects of the 2016 flood, performing existing conditions assessments, defining all aspects of the Master Plan such as ownership, regulating authorities, environmental constraints, and establishing an existing-rights-of-way database. CSRS is also responsible for all community outreach and regular updates presented to stakeholders, council members, and citizens.





### City of New Orleans Recovery Grants Management and Administration

NEW ORLEANS, LA

#### SERVICES PROVIDED

- Disaster Recovery Program Management
- FEMA Grants Management
- Federal Grants Compliance
- Appeals and Arbitration Support
- HMGP and HMP Application Development
- Infrastructure Project Management Support

#### PROJECT COST

- \$2.4B

#### SCHEDULE

- 2011 – 17

#### FIRM PERSONNEL

- Stacey Danner, AIA
- Stephanie Wexler

#### CLIENT REFERENCE

Lynn Wiltz

*Former Federal and State Grants Manager*

1300 Perdido Street

New Orleans, LA 70112

(504) 473-1462

Lwiltz16@gmail.com

The City of New Orleans required assistance and support for grants management and associated project management activities for federal and state programs, including primarily, the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA), the FEMA Hazard Mitigation Grant Program (HMGP), and U.S. Department of Transportation (DOT) programs following the aftermath of Hurricane Katrina.

CSRS, along with a joint venture partner, works closely and collaboratively with various funding agencies and multiple internal City departments to ensure the proper use and application of federal and state funds. Specifically crafted to suit New Orleans' unique recovery needs, our team designed strategies and provided critical resources and support to maximize the City's FEMA funding for the fullest recovery possible, to move the City's current projects to completion, to improve the City's fiscal and administrative operations to take on additional projects, and to position the City going forward for a systematic closeout and sustainable recovery through proper management and oversight.

To bring stability and order to the City's recovery activities and needs, the team conceptualized, organized, and completed the City's first comprehensive Grants Plan, providing a detailed management and oversight road map for the timing and organization of administering and closing out of the City's remaining Katrina Project Worksheets.

Furthermore, the CSRS team was instrumental in conceptualizing, developing, and justifying roads and sub-surface damages caused by Hurricane Katrina in a historic settlement with FEMA. Ten years after the storm's landfall, our initiatives resulted in FEMA settling with the City for an additional pending \$1.2B (on top of the \$1.2B already obligated).



### Recovery of Puerto Rico's Department of Education

#### PUERTO RICO

##### PROJECT COST

- \$50M

##### SCHEDULE

- Post Storm 2017 – July 2018

##### FIRM PERSONNEL

- Amy Lynn
- Teresa Carter

##### CLIENT REFERENCE

**Eric R. Huertas Morales**  
(Ruben)

*Deputy Secretary of Education*  
Puerto Rico Department of Education

P.O. Box 190759  
Calle Federico Costa #150  
Hato Rey, PR 00919  
(787) 773-5800  
huertasme@de.pr.gov

Provided recovery management support, and technical expertise to the Puerto Rico Department of Education Secretary, Deputy Secretary, and Financial Management Consultant firms representing the department. Provided management and technical guidance on Category A and B Project Worksheet development for delivery to FEMA, and managed grant administration so as to maximize the Commonwealth's eligible recovery funding. Preparing closeout-ready files for approved PW's.

##### SERVICES PROVIDED:

- Department of Education Projects Category A and B Projects
- Scoped a project for the utilization security services to expand the security forces to cover more schools and various public buildings in Puerto Rico to prevent vandalism to the schools and administrative buildings until power was restored and building were reoccupied
- Scoped a project to address the expenses undertaken by the Department of Education, School Food Authority for the Commonwealth of Puerto Rico for the cost per meal to the citizens and support staff of Puerto Rico before, during, and after Hurricane Maria for 6-months
- Scoped a project to address the expenses undertaken by the Department of Education, for debris removal from school grounds
- Scoped a project to address the expenses undertaken by the Department of Education for janitorial services and extermination of the schools after use as shelters
- Scoped a project to address the expenses undertaken by the Department of Education, for temporary repairs to the schools to ready them for the return of students
- Scoped a project to address the expenses undertaken by the Department of Education, for health and safety inspections of the schools to ready them for the return of students





## New York City Housing Authority (NYCHA) Hurricane Sandy Recovery Program

NEW YORK CITY, NY

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### SERVICES PROVIDED

- HUD CDBG-DR Policy & Program Implementation
- FEMA PA 428 Negotiation and Implementation
- FEMA HMGP Application development and implementation
- NFIP Insurance claim settlement and compliance technical support
- Private insurance claims negotiation and settlement

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### PROJECT COST

- \$3.1B

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### SCHEDULE

- 2012 – Present

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### FIRM PERSONNEL

- Kipp Nelson

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### CLIENT REFERENCE

**Mike Cooper**

*Program Manager*

Aptim Environmental & Infrastructure, Inc

250 Broadway

New York, NY 10007

(303) 898-2531

Mike.cooper@aptim.com

In October 2012, Super-storm Sandy caused the most costly and destructive disaster to impact New York City public housing in its history. The storm's surge impacted 10 percent of NYCHA's developments, knocking out power to more than 400 buildings and leaving 386 buildings without heat and hot water. Hundreds of trees on NYCHA property were uprooted, sand piles accumulated up to four feet tall blocking basement doors, and contaminated saltwater permanently destroyed boilers and electrical panels, underground electrical conduits, massive trash compactors and playgrounds. Vehicles piled up in the corner of parking lots and 30-foot long trash compactors were lifted and carried by the storm. Tens of millions of gallons of water was pumped from electrical and gas meter rooms, boiler rooms and other basement spaces. Hurricane Sandy caused over \$3B in damage to NYCHA properties.

Emergent Risk Solutions, LLC (ERS) staff led a team of funding experts in the FEMA Public Assistance program, FEMA Hazard Mitigation Grant Program, Nation Flood Insurance Program, Private insurance, and the HUD Community Development Block Grant Program to negotiate and secure recovery funding in excess of \$3B.

New York City Housing Authority Hurricane Sandy Recovery Program is building back safer, stronger and smarter by improving structural resiliency and infrastructure protection. NYCHA's Recovery and Resilience Department is pushing design boundaries in building reinforcements, storm surge protection, and infrastructure upgrades. By leveraging every dollar, NYCHA is making its coastal developments a national model with safer homes for residents for generations to come.

## 6.3 STATEMENT OF QUALIFICATIONS

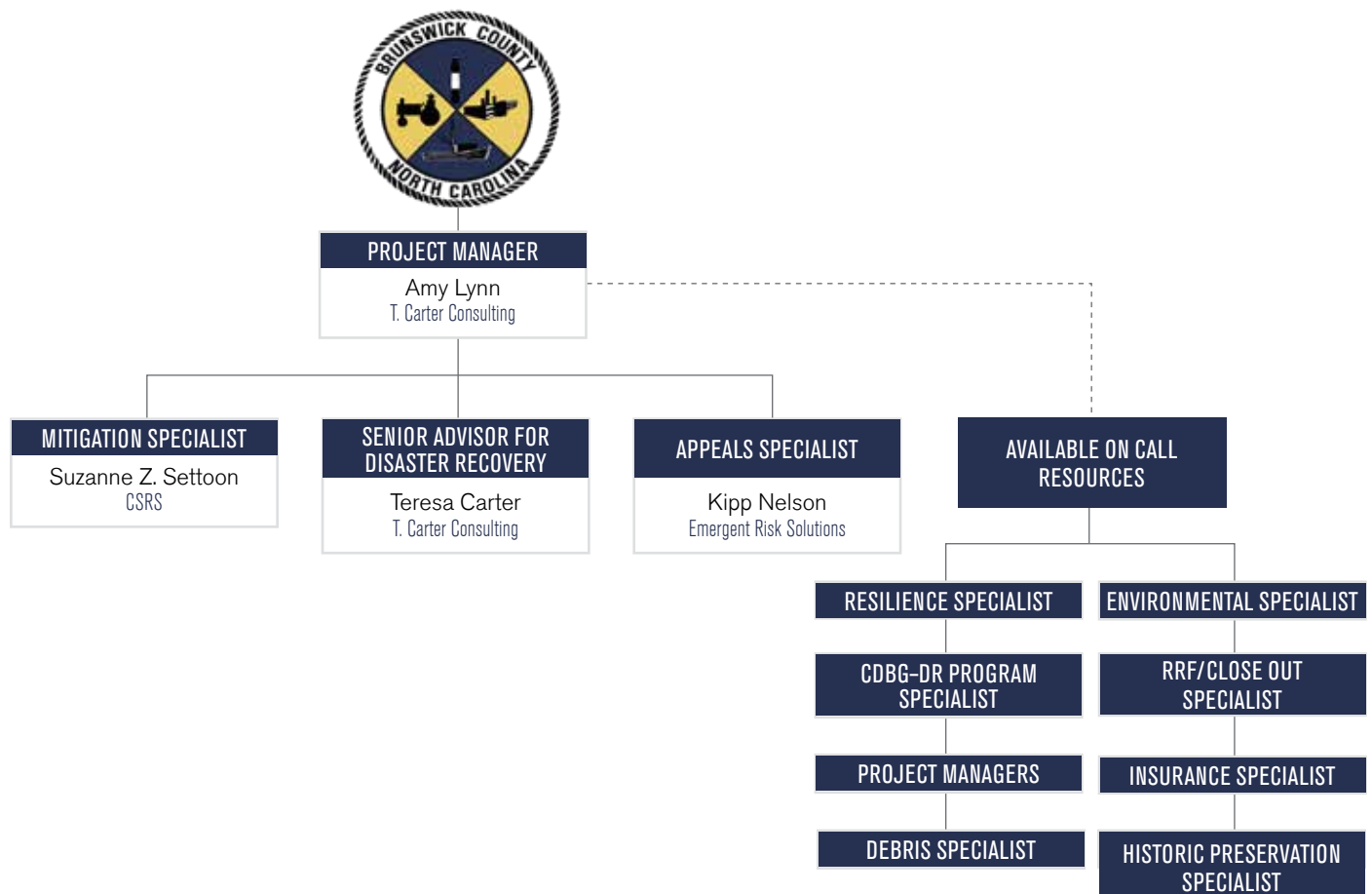
### REQUEST FOR PROPOSALS

#### PROPOSED ORGANIZATIONAL STRUCTURE

Our organizational chart details our proposed core team to provide professional expertise applicable to Brunswick County's disaster recovery needs. This section also highlights the professional resumes of key staff. We propose an efficient and responsive team to deliver the requested scope of services without duplicating the efforts provided elsewhere within the team's organization.

Our team of highly-qualified staff members are personally committed to the Brunswick County project. Our team provides the support across all disaster recovery, grant management, architectural, engineering, construction, cost estimating, resiliency planning, and technical disciplines. We have a team with both local expertise who intimately know the issues and stakeholders and are part of the community, as well as well-respected national experts.

The table below details the roles and responsibilities of our team members who can support the management and administration of disaster recovery grants for Brunswick County. We optimize staff utilization that strikes the right balance between achieving maximum results while minimizing costs. We also have sufficient standby capacity to access during periods when additional specific expertise is needed or when surges are required.



## 6.3 PERSONNEL QUALIFICATIONS

### REQUEST FOR PROPOSALS

#### STAFF QUALIFICATIONS CHART

Staff Positions	Staff	Qualifications
<b>7.3.1</b> Senior Advisor for Disaster Recovery	Teresa Carter	Ms. Carter has been in the <b>disaster recovery field for over 30 years</b> . She is a former Public Assistance office and Infrastructure Branch Chief for NCEM. She has developed and led training for all of the Public Assistance and Debris Course offered by FEMA and the Emergency Management Institute. Ms. Carter has led appeals at the state, local and federal level and assisted on the development of policies for both the state and FEMA. Ms. Carter was the Senior Advisor to the government deployed jointly by FEMA and Louisiana as Katrina was making landfall, to not only advise the state but to train the state PA officer. Ms Carter was <b>one of 3 national experts deployed to the WTC following the attacks of 911</b> , which developed the strategy for the debris and disposal operation. She has held varying positions for state, local and federal government on over 110 disasters nationwide and has been asked to Haiti following the earthquake and the government of Barbados to help them develop plans and processes to follow after a natural disaster. <b>For additional information, please refer to the full resume included in this proposal.</b>
<b>7.3.2</b> Appeals Specialist	Kipp Nelson	Kipp Nelson is an Emergency Management & Disaster Recovery Consultant, and attorney offering over <b>14 years of experience and expertise in disaster related preparedness, response, recovery, and mitigation</b> . Mr. Nelson's expertise spans infrastructure, housing, debris management, response management, temporary repairs, long-term recovery, and resiliency. Mr. Nelson specializes in delivering strategies to <b>optimize project execution</b> . He is an expert in requesting and managing funds from multiple sources including: Federal agencies, State & Local government, insurance and private grants. Mr. Nelson's experience spans FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), and HUD CDBG-DR programs and many other to facilitate disaster recovery across both infrastructure and housing programs. <b>For additional information, please refer to the full resume included in this proposal.</b>
<b>7.3.3</b> Mitigation Specialist	Susanne Settoon	Ms. Settoon's experience in delivery of both Individual and Public Assistance programs includes her role and responsibilities as <b>FEMA PA Group Supervisor for federally declared disasters</b> . Ms. Settoon has led efforts to <b>develop technically feasible and cost effective hazard mitigation projects</b> for clients and has lead PA recovery programs for LSU Health Care Services Division and East Baton Rouge Recreation and Park Commission. Her experience with working on both sides of FEMA PA/ Hazard Mitigation programs proves invaluable in her delivery of service to her clients. <b>For additional information, please refer to the full resume included in this proposal.</b>
<b>7.3.4</b> Project Manager	Amy Lynn	Ms. Lynn's experience makes her uniquely qualified for the Project Manager position. Highly organized, detail oriented, capable of multi-tasking have enabled her to be successful in fulfilling client expectations, goals and objectives. Ms. Lynn is capable of establishing courses of action, coaching of the consultant staff, providing advice to the County Manager representative and Brunswick County staff on issues related to the recovery of Brunswick County from Hurricane Florence. Strategic in approach and tactical in daily task execution, as the Project Manager Ms. Lynn exhibits the qualities necessary; <b>staff management, timely reporting of activities, establishing and executing schedules, summarization of activities against goals and objectives</b> established by Brunswick County Manager representative in both day-to-day activities, and in weekly, monthly, and quarterly reporting as outlined in this proposal.

## Amy Lynn

### ROLE ON PROJECT: PROJECT MANAGER

**PHONE.** (919) 604-4565 | Raleigh NC | amylynn5709@gmail.com

#### EDUCATION

- B.A. in Earth Science, UNC  
Wilmington, Wilmington, NC

#### TRAINING & CERTIFICATIONS

- Certificate in Community Preparedness and Disaster Management Certificate Program, Department of Health Policy and Administration, UNC School of Public Health
- ANSI 3.1 Certified Health Physics Technician
- NRRPT (National Registry of Radiation Protection Technologists)
- INPO (Institute of Nuclear Power Operations) Emergency Management Course
- **FEMA's:** Radiological Emerg. Preparedness Exercise & Eval. Methodology Course L-304; Radiological Emerg. Preparedness Planning L-340; IS-1–Emerg. Manager An Orientation to the Position; IS-100–Intro. to the Incident Command Sys.; IS-139–Exercise Design; IS-195–Basic Incident Command Sys.; IS-200–Basic Incident Command Sys.; IS-230–Principles of Emerg. Mgmt.; IS-242–Effective Comm.; IS-301–Radiological Emerg. Response; IS-393.A–Intro. to Hazard Mitigation; IS-630–Intro. to the Public Assistance Process; IS-632–Debris Mgmt.; IS-700–The Nat'l Incident Mgmt. System; IS-800–Nat'l Response Plan; IS-800.B–Nat'l Response Framework
- **NCEM:** PA Public Assist. Operations I; New Coord. Workshop and Principles in Emerg.

Ms. Lynn works in the emergency management field, bringing with her greater than 30 years of experience and skills in response, recovery, mitigation and preparedness, FEMA Public Assistance (PA) Program, program assessment, project management, health physics, scenario development, dose assessment, exercise development and execution, and technical training.

### Relevant and Related Experience

**T. Carter Consulting, Emergency Management Consultant** – As a Disaster Specialist, assisting Texas Department of Emergency Management subgrantees with damage assessments, scoping, and submittal of project work sheets, requests for reimbursement, amendments, and closeout. As a Disaster Specialist, assisting Puerto Rico Department of Education with damage assessments, scoping, and submittal of project work sheets, requests for reimbursement, amendments, and closeout. (2017 – Present)

**The Louis Berger Group, Emergency Management Consultant** – As Public Assistance Coordinator, continued to assist New Jersey municipalities with damage assessments, scoping, and submittal of project work sheets, requests for reimbursement and amendments and closeout (2014 – 17)

**The Louis Berger Group, Emergency Management Consultant** – Assisted NJ DEP with the rewrite of their statewide debris plan. As ESF lead, NJDEP needed tools to get out in front of the tasks need pre, during, and post disaster. (2013 - 2014)

**Contracted to The Louis Berger Group, Emergency Management Consultant** – Deployed to the State of New Jersey post landfall of Hurricane Sandy; assisting municipalities with damage assessments, scoping and submittal of project work sheets, requests for reimbursement, amendments, and closeout. (2012 – 14)

**The Louis Berger Group, Emergency Management Consultant** – Performing gap analysis of Maryland Judiciary COOP plans making recommendations to the client for updates. Once those changes were accepted by the client, the plans were updated. (2012)

**James Lee Witt Associates (Global Options), Emergency Management Consultant** – Performing with a team of planners performing gap analysis of NJ UASI plans and procedures, making recommendations to the clients for updates. Once those changes were accepted by the client, the plans were updated. (2011 – 12)

**James Lee Witt Associates, Emergency Management Consultant** – Performing as a representative of BP to the Gulf coast post oil spill. Meeting with the affected community leadership to determine the damages incurred and the needs of the community. (2010 – 11)

**The Louis Berger Group, Emergency Management Consultant** – Performing as a FEMA Public Assistance (Stafford Act) Program project officer providing advice and grant preparation of the City of New Orleans post Hurricane Katrina. (2009 - 2010)

**James Lee Witt Associates, Emergency Management Consultant** – Performing as a FEMA Public Assistance (Stafford Act) Program Coordinator providing advice and grant preparation of the City of Houston Parks System and Airport System post Hurricane Ike. (2008 – 09)



## Teresa Carter

### ROLE ON PROJECT: SENIOR ADVISOR FOR DISASTER RECOVERY

**PHONE.** (919) 291-6808 | Raleigh, NC | [teresa@tcarterconsulting.com](mailto:teresa@tcarterconsulting.com)

#### EDUCATION

- General Studies, Fullerton Community College

#### TRAINING & CERTIFICATIONS

- State Public Assist. Mgmt., Emerg. Mgmt. Institute (EMI), 2001
- Debris Operations Course, EMI, 2000
- Public Assist. Operations 2, 2000
- Public Assist. Operations 1, 1999
- Debris Mgmt. Course, EMI 1997
- ICS-100,200,700 & 800

#### PROFESSIONAL MEMBERSHIPS

- International Assoc. of Emergency Managers (IAEM), member
- National Emerg. Mgmt. Assoc., Member
- North Carolina Emergency Management Association, Member
- National Hurricane Conference, Chair, Recovery Planning Committee

#### AREAS OF EXPERTISE

- Disaster Response
- Disaster Recovery
- Emergency Planning/Management
- Debris Management
- Training
- Public Assistance
- Audits
- Hazard Mitigation
- Appeals

#### YEARS OF EXPERIENCE

- 30 Years

Ms. Carter has over 30 years of experience in emergency management (EM) planning, response, and recovery garnered through increasingly responsible positions with state, local, and federal agency assignments. She is highly skilled in the interpretation of federal, state, and county legal issues and laws as they apply to all phases of emergency management, FEMA Public Assistance (PA), hazard mitigation, and compliance requirements, as well as Homeland Security Planning for critical infrastructure, response/recovery operations, and FHWA/FHWA-ER programs. Ms. Carter has demonstrated a strong ability to generate community commitment (public and private) and to work effectively with that community, and their partners; the state and federal government. As well as a comprehensive knowledge of budgeting, finance and project planning from a business point of view. She is experienced in the effective training of emergency management personnel and community citizens involved in related disaster recovery fields. Ms. Carter serves as Chair of the Recovery Committee for the National Hurricane Conference, which she has held for over 13 years. She has served as an Instructor for The Emergency Management Institutes (EMI's) offering of the Debris Management Course, March/April 2001, 2002, 2003, 2004, and 2005. She has conducted training for North Carolina Emergency Management, FEMA, NCDOT, and VDOT Statewide/Division level. She has trained local groups, both private and public, in the areas of Planning, Recovery, Public Assistance, Demolition, and Debris Operations and at EMI and throughout the States of North Carolina, Florida, Louisiana, New Jersey, and the US territories.

### Relevant and Related Experience

**T Carter Consulting, LLC, NC. Principal** - Ms. Carter is the principal of a women owned small business that has been assisting the federal government, states, local governments, schools of all types, and private nonprofits throughout the country in disaster recovery, debris planning, management and operations, preparedness planning, training and exercise. Ms. Carter has been an advisor to all types of entities in many of the largest disasters in our country in the last 30 years. Having worked with diverse groups on very complicated projects, developing policy, courses for FEMA and training many of the top leaders today. Ms. Carter works directly with her clients and in doing so has a very real "on the ground" understanding of the complexities of disaster recovery. (1996 – Present)

**Storm-Petrel, LLC, Vice President** - Ms. Carter is the Vice President for business development. Storm Petrel is a woman owned small business that has developed a grant management program for federal grant management with a specialty in the FEMA and HUD CDBG area. This program is designed for use at any level of government, private non-profit, and private industry. Storm Petrel also has a time keeping/expense reporting program to track costs as they relate to direct administrative cost, under the FEMA Public Assistance program. (2016 – Present)

## Kipp Nelson

### ROLE ON PROJECT: APPEALS SPECIALIST

Baton Rouge, LA

#### EDUCATION

- Juris Doctor & Graduate in Civil Law, LSU, 2011
- Master of Business Administration, LSU, 2010
- Bachelor of Science, Construction Management, LSU, 2001

#### TRAINING & CERTIFICATIONS

- IS-00001 – Emerg. Program Mgr. an Orientation to the Position
- IS-00027 – Orientation to FEMA Logistics
- IS-00075 – Military Resources in Emerg. Mgmt
- IS-00100 – Intro to Incident Command Systems
- IS-00200 – ICS for Single Resources
- IS-00208.a – State Disaster Mgmt
- IS-00230.b – Fundamentals of Emerg. Mgmt
- IS-00454 – Fundamentals of Risk Mgmt
- IS-00660 – Intro to Public-Private Partnerships
- IS-00650 – Building Partnerships with Tribal Governments
- IS-00454 – Fundamentals of Risk Mgmt
- IS-00910 – Emerg. Mgmt Preparedness Fundamentals

#### AREAS OF EXPERTISE

- Over 14 years of experience in Disaster Recovery Management.
- Experience as Policy Advisor for numerous governmental agencies and PNP's.

Kipp Nelson is an Emergency Management & Disaster Recovery Consultant offering over 14 years of experience and expertise in disaster related preparedness, response, recovery, and mitigation. Mr. Nelson's expertise spans infrastructure, housing, debris management, response management, temporary repairs, long-term recovery, and resiliency. Mr. Nelson specializes in business development and delivering strategies to optimize project execution. He is an expert in requesting and managing funds from multiple sources including: Federal agencies, State & Local government, insurance and private grants. Mr. Nelson's experience spans FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), and HUD CDBG-DR programs and many other to facilitate disaster recovery across both infrastructure and housing programs.

### Relevant and Related Experience

#### **Puerto Rico Hurricanes Irma & Maria, Puerto Rico Emergency Management Agency, Puerto Rico. Program Director & Sr. Policy Advisor –**

Mr. Nelson was responsible for overall program execution, client interface and managing contractors and employee teams. The team provided policy guidance, project support, and grants management to nearly 60 Territory level (i.e. "state" agencies) sub-recipients participating in FEMA's Public Assistance (PA) program. Within weeks of Hurricane Irma, Mr. Nelson deployed a team of PA specialists to develop project worksheets and expedite their obligation on behalf of applicants. The team also provided safety and health inspections of public facilities and advised public agencies on emergency response operations and advised long-term recovery strategy and related issues.

**Hurricane Harvey Recovery, City of Houston, TX. Sr. Policy Advisor –** In the immediate aftermath of Hurricane Harvey Mr. Nelson deployed to the impact zone. His first project was to help the City of Houston on a first of its kind project. A local government managed delivery of traditionally FEMA delivered housing programs funded under intergovernmental agreements rather than Public Assistance grants. Mr. Nelson helped fashion, modify, and interpret agreements with FEMA and the Texas General Land Office. In addition, he helped resolve issues around the intersection of FEMA funded housing issues in anticipation of HUD based housing programs.

#### **Stafford Act and National Flood Insurance Act Programs, Technical Assistance Contract, Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Program Director & Sr. Policy Advisor –**

Mr. Nelson served as the Program Director for the Technical Assistance Contract, which provides qualified personnel familiar with all FEMA programs administered under the Stafford Act and National Flood Insurance Act (NFIA) (i.e., Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Assistance programs (HMGP, FMA, SRL, etc.). The contract scope provides assistance to the State in expediting recovery operations from current and future federally declared disasters and assists applicants from these disasters in maximizing their grant opportunities while ensuring the financial integrity and financial risk to GOHSEP as the grant fiduciary.



### Suzanne Z. Settoon

#### ROLE ON PROJECT: MITIGATION SPECIALIST

**PHONE.** (225) 769-0546 | Baton Rouge, LA | Suzanne.settoon@csrsinc.com

#### EDUCATION

- B.A., General Studies, Louisiana State University, Baton Rouge, LA, 1992

#### AREAS OF EXPERTISE

- Grant Management
- Project Management
- HMGP Application Development
- Program Management

#### YEARS OF EXPERIENCE

- With Firm: 2
- Total: 12

Suzanne Settoon has 12 years of experience in Emergency Management and Disaster Recovery with FEMA and SBA. As a FEMA CORE employee at FEMA's Louisiana Recovery Office within the Branch of Public Assistance (PA) for 8 years, Mrs. Settoon served in multiple capacities from Project Specialist (PS) to Public Assistance Group Supervisor (PAGS). She worked within multiple disasters beginning with DR-1603 Hurricane Katrina, DR-1607 Hurricane Rita, DR-1786 Hurricane Gustav, DR-1792 Hurricane Ike; DR-4080 Hurricane Isaac, and most recently, DR-4228 Red River Flooding and DR-4263 Louisiana Severe Storms and Flooding. Prior to her experience in PA, Mrs. Settoon worked within the Branch of Individual Assistance for two years as a Team Lead within the Applicant Services department, in which she worked with state, local, and voluntary agencies in providing temporary housing solutions to disaster survivors.

Mrs. Settoon joined CSRS in 2016 after the historic flooding of August 2016 in the Baton Rouge area. She has lead a team of grants managers to address all aspects of the City of Baton Rouge's flood recovery, providing her technical advice to guide the City through the maze of compliance requirements, meet program deadlines, and maximize their reimbursements. She also leads the efforts to develop feasible and effective Hazard Mitigation projects on behalf of the City of Central, and leads grants management activities for BREC and the LSU Health Care Services Division.

### Relevant and Related Experience

#### **City of Central Disaster Recovery Grants Management, Central, LA.**

*Technical Assistance Liaison* – The City of Central received an allocation of \$13.7M from FEMA's Hazard Mitigation Grant Program (HMGP) following the severe flooding in August 2016. The City of Central selected CSRS to develop and bring to the community for adoption five Hazard Mitigation (HM) drainage projects, which include upsizing of culverts to sustain a 25-year storm, as well as development of a buyout initiative within the city limits. Assisted in scope development, scheduling and cost estimating for development and submittal of a quality application for FEMA consideration and approval. Ms. Settoon leads the efforts to develop the HMGP grant applications on behalf of the City of Central. (2018 – Present)

#### **Louisiana State University Health Care Services Division (LSU HCSD) Disaster Stafford Act Closeout Assistance, Baton Rouge, LA.**

*Closeout Grants Manager* – Assist and manage a staff of two closeout specialist in the reconciliation and closeout process for Hurricanes Katrina, Rita, Gustav, Ike and Isaac FEMA funded projects. Manage client expectation, billing, and forecasting of program timeline. (2017 – Present)

#### **East Baton Rouge City-Parish Disaster Recovery Grants Management, Baton Rouge, LA. Sr. Grants Manager**

– South Louisiana was heavily impacted by a severe flooding event in August 2016 (DR-4277), which has required the City of Baton Rouge to reach out to CSRS, Inc. to assist in managing grants awarded by FEMA for the City's recovery. Mrs. Settoon is responsible for overseeing all infrastructure projects eligible for repair or replacement through FEMA Public Assistance Program and

### Suzanne Z. Settoon

#### ROLE ON PROJECT: MITIGATION SPECIALIST

#### Relevant and Related Experience (continued)

the Hazard Mitigation Grant Program. This position requires managing a team consisting of Project Specialist, Cost Estimators, and Closeout Specialist; meeting with City officials and Department Directors to identify damages incurred by each of the City's departments; seeking Hazard Mitigation opportunities for applicable projects; review of all project request for forwarding to FEMA, including cost estimates; managing project priorities, overseeing project reimbursement request from GOHSEP and managing the closeout activities of all projects. (2016 – Present)

**East Baton Rouge Recreation and Park Commission (BREC) Disaster Recovery Grants Management, Baton Rouge, LA. Program Director** – Mrs. Settoon provides grants management and program management leadership in finalizing the Project Worksheet development phase and implementing the design and construction phases of the Recovery Plan, all in coordination with BREC's FEMA and State counterparts. She applies her disaster recovery management expertise to ensure that all scope of services tasks are completed in compliance with applicable policies, procedures, and applicable state and federal agency regulations. (2017 – Present)

**FEMA/Joint Field Office, DR-4263, Baton Rouge, LA. Supervisory Emergency Program Manager, Public Assistance Group Supervisor (PAGS)** – DR-4263 affected 38 parishes throughout Louisiana with an estimated 758 PA projects to be formulated at an estimated cost of 105M dollars. As the PAGS for DR-4263 her responsibilities consist of managing, cultivating and supporting over 60 staff members, consisting of Task Force Leads (TFLs) to Project Specialist (PS) including contracted Technical Assistance Specialist. She attended all applicant kick-off meetings at the beginning of the disaster to introduce FEMA staff assigned as the applicant's point of contact, while presenting the FEMA PA program and process.

Mrs. Settoon obtains the knowledge of the PA program, which allows her to assist TFLs with eligibility determinations during the project worksheet (PW) development phase, while adhering to policy in accordance with Title 44, Code of Federal Regulations (44 CFR) and FEMA PA Program and Policy Guide (PAPPG). Her communication skills both with staff and applicants have been an intricate part in her success of bringing this disaster to closure. Mrs. Settoon conducts weekly production meetings with staff to ensure goals are met for project worksheet development and attends applicant project meetings to further FEMA relationships with the applicant and State partners. She currently attends a weekly meeting called by the Federal Coordinating Officer (FCO) to solely discuss Public Assistance disaster specific progress. During this time the PA weekly overview report is discussed in detail, which consist of PA weekly accomplishments, PW status, funding projections, complex project overviews and applicant eligibility concerns. (March 2016 – September 2016)

### OUR PROJECT PLAN TO MEET BRUNSWICK COUNTY'S NEEDS:

Our team's approach to the Project Plan will use a 3-point strategy to deliver the services necessary to meet Brunswick County's immediate, short-term, and long-term recovery needs and objectives.



## STRATEGY 1

## STRATEGY 2

## STRATEGY 3

## Maximize Eligibility and Reimbursement to Expedite Successful Program Delivery

Our proven methodology and approach, combined with our team's technical capabilities, and standard operating procedures are purpose built to mitigate issues, operate in a cost-effective manner and maximize available funding to bring projects on-line expeditiously. Our approach ensures we comprehensively address each damaged facility and capture all emergency work expenses and identify all opportunities for eligibility, capture and strategically apply insurance proceeds to Project Worksheets (PWs) that have an overall minimal impact to sub-grantees, strategically apply the Section 428 funding option when appropriate, systematically capture reimbursement for our services, and ensure all recovery activities are in accordance with Federal regulations. Our focus on compliance reduces your risk.

### ► **Capturing All Eligible Scope Through Quality Reviews and Applying Hazard Mitigation Opportunities.**

Our combined team of technical and policy experts will work with Brunswick County, and the County's stakeholders, to ensure damage reports and estimates are prepared using FEMA-required formatting and convention to allow for proper scoping and project formulation. Furthermore, our team will utilize its experience in developing Hazard Mitigation proposals (HMPs) to reduce future risks from these types of events. This approach assures the maximum amount of funding available for a given project is realized as quickly as possible.

Our team maintains its high work standards and reputation because we accept only the highest quality of work from our employees and our subcontractors. Our rigorous Quality Assurance/Quality Control reviews and process ensures that no deliverables are submitted without technical reviews. This quality control is a pivotal reason for the success of our grants management programs.

Based on more than a decade of experience in managing disaster recovery programs, our team has developed standard operating procedures (SOPs) to align our daily activities with the complex requirements of federally funded projects. The implementation of these disciplined procedures enhances progress for the program, ensures maximum funding for our clients, taps into the 406 Hazard Mitigation funding opportunities, and ensures compliance with all state, FEMA, and other federal requirements.

### ► **Direct Administrative Cost (DAC)/Management Costs\***

The administrative cost of recovery is complex and broad. We have years of experience in accurately and properly tracking direct administrative in compliance with FEMA guidance and have successfully secured additional eligibility through PWs and reimbursements. We will provide systems from day one of the contract award to ensure our team is tracking our time and tasks properly to capture DAC



per the FEMA guidance. This important step facilitates reimbursement approval for our grants management services and allows the focus to be on the County's assets and facilities.

\*Per the Disaster Recovery Reform Act of 2018 (DRRA), all disaster management costs (direct and indirect) are funded as a percentage of the award value. This funding is paid to the State, with the State then passing management cost funding to the sub-recipient. We anticipate additional guidance from FEMA in the near future as to the application of this new policy.

The DRRA sets the following percentage rates for calculation of available funding:

- **Section 404 Hazard Mitigation** – Up to 15% of the total amount of the grant award, of which 10% may be used by the State and 5% by the sub-recipient.
- **FEMA Public Assistance (including Section 406 Hazard Mitigation)** – Up to 12% of the total award, of which 7% may be used by the state and 5% by the sub-recipient.

Our team will work in compliance with the new DRRA management cost guidelines.

#### ► **Compliance Guidance and Monitoring**

By providing guidance and fostering collaboration our team will ensure work completed under this contract will be fully compliant with Federal regulations, policies, and state and local laws, ordinances, rules, orders and regulations. Our experienced team will coordinate policy guidance, interpretation, and compliance recommendation with Brunswick County on all aspects of project development and management to ensure projects are in-line with funding parameters and Federal regulation from the beginning through to completion, including the insurance and EHP requirements. In coordination with Brunswick County processes, we will assist with procurement practices to ensure Federal compliance, document control, and oversight of recovery efforts. In ongoing efforts to ensure the successful completion of the scope of work, our team will implement proven processes to track, review, and regulate the progress and performance of all tasks.

#### ► **Appeals and Arbitration Support**

We are uniquely experienced to provide leadership and support in the pursuit of all appeals and arbitrations which may arise within the Brunswick County recovery program. However, over the last 10 years, through our relationships and negotiations with FEMA and grantees, our team has mitigated the need to pursue appeals and arbitrations for many issues for our clients. When appeals or arbitrations are needed, however, CSRS has successfully supported clients in the appeal/arbitration process which resulted in additional funding and/or retention of previously obligated funding for those clients. Should Brunswick County require appeal or arbitration support throughout the remainder of the recovery program, CSRS is fully prepared and experienced to respond to any request made.

#### ► **Closeout Support: Focused on the Finish**

Our team is “focused on the finish” from the beginning of any disaster recovery effort. This strategy and work plan approach represent a common unifying framework that can be used by Brunswick County in both the financial and programmatic aspects of the grants to ensure projects are closed out

effectively, financial opportunities are maximized, and financial risk is minimized. As a full partner in the County's recovery process, CSRS has an experienced team of grants management and closeout professionals who are intimately familiar with the requirements of the applicable federal laws, statutes, and policies needed to successfully closeout of the grants. Our closeout checklist was developed from experience drawn from the previous recovery programs, spanning a combined total of over 2,000 PWs with over \$5B in FEMA obligations. The closeout checklist provides our staff and clients with a clear outline of the documentation needed, not only for a successful closeout, but also for a successful audit.

#### BENEFITS:

**Maximized funding:**

Shortened timeframe due to comprehensive, accurate, and expeditious damage claims ensure better accuracy of FEMA Project Worksheets, capturing Hazard Mitigation opportunities, reducing need for future versions, and maximizing capped Section 428 projects.

**Improved Cash Flow:**

DAC reimbursement paid directly to Brunswick County, thereby increasing liquidity and cash-flow to the program and decreasing Brunswick County's grants management costs.

**Program Transparency and Confidence:**

The Brunswick County leadership is completely informed, can maximize the full accumulation of all eligible federal funds, ensure federal compliance to minimize the burden of financial liability and loss of funding, and in turn positively influence the progress and success of the program.



## STRATEGY 1

## STRATEGY 2

## STRATEGY 3

## Leverage Our Team Members' Relationships with Key Agencies to Streamline Communication and Resolve Issues.

With a focus on engaging key recovery agencies in Brunswick County's recovery process, our team will facilitate regular working meetings with the recovery partners to evaluate the status of projects, assess the workload, resolve potential issues, determine appropriate performance measures, and complete our action plan. Having more than 35 years of experience managing over \$5B in recovery program management, and having key relationships with North Carolina emergency management leadership has given our team the opportunity to establish a specialized network of relationships and inventory of best practices. We have an thorough understanding of various agency missions and in many cases relationships with the leadership to better serve you.

Experience has confirmed the value of having an advocate on your side. Our existing positive relationships with key agency personnel [FEMA, Office of Inspector General (OIG), and North Carolina Emergency Management Agency] allow us to more effectively advocate and deliver services required by Brunswick County in an expedited manner to provide for a successful recovery. While we will always follow Brunswick County's lead, these well-established strategic relationships with the leadership of the key agencies create avenues to elevate issues to the top decision makers and expedite recovery. Typically, recovery issues get bogged down in bureaucratic red tape which stalls the recovery process. Key relationships and credible expertise help cut through much of the traditional delays.

We have a solid working relationship with the state, and other stakeholders and regularly discuss policy issues on the front end, solicit feedback and provide notice in advance of items to bring a collaborative environment to complex issues and minimize delays.

### BENEFITS:

**Faster Response:**

Promotes continuous positive attention from the key agencies for Brunswick County.

**Increased Funding:**

Substantially improves the outcome of grants management and close-out by leveraging our positive working relationships with the Grantee and FEMA.

**Minimal Delays:**

Expedites resolution of issues by our knowledge of who to call when an issue arises.

## STRATEGY 1

## STRATEGY 2

## STRATEGY 3

## Utilize Scalable and Accessible Resources to Enhance Efficiency.

Our team has a core grants management team to handle the array of tasks related to a new disaster recovery program stand-up and jump-starting the FEMA PA program funding. Included in the Staff Qualifications section of the proposal is a diagram of our core team. Our team has worked the full recovery life cycle in the most complex declared disasters. We know the recovery landscape, the local community, and how to get things done. Our team is flexible and can quickly scale with recognized local and national expertise to support your program requirements and meet work schedule, and do it in a manner that focuses on priorities identified by Brunswick County. Our staff resources allow us to provide the technical and policy experts needed to meet program requirement and mobilize quickly for every Brunswick County request.

With our team as your recovery partner, Brunswick County will benefit from the reliability of a self-sufficient team knowledgeable in best practices learned from our decades of experience with other recovery programs. We understand the many technical disciplines required to support all Stafford Act and other federally funded programs. Our team of experts with their diverse range of disciplines are ready to support Brunswick County in each of the following areas if the need arises:

- |  |   |  |   |
|--|---|--|---|
| • Accounting (disaster related financials)     | • Construction Management                     | • Document Management                  | • Requirements                            |
| • Appeal and Arbitration Support               | • Construction Procurement                    | • Environmental                        | • Permitting                              |
| • Architecture and Engineering                 | • Cost Estimating and Reasonableness Analysis | • (including NFIP/ Floodplain)         | • Project Management                      |
| • CDBG-DR Program Policy and Grants Management | • Damage Assessments                          | • Hazard Mitigation (406 and 404)      | • Public Assistance Policy                |
| • Codes and Standards Compliance               | • Data Management                             | • Historic Preservation and Archeology | • Resiliency Planning                     |
| • Community Engagement                         | • Design and Construction Oversight           | • Inspection Services                  | • Reimbursement and Fiscal Reconciliation |
|  | • Design Procurement                          | • Insurance                            | • Reporting                               |
|  | • Design Standards                            | • Master Planning                      | • Scope Alignment                         |
|  |   | • Obtain and Maintain                  | • Scope Development                       |
|  |   |  | • Surveying                               |
|  |   |  | • Sustainable Design                      |

### BENEFITS:



**Early Results:** Brunswick County will have immediate support from qualified and experienced recovery professionals to support critical, early decisions.



**Scalable Support:** Optimal level of support depending on recovery needs as they evolve from infrastructure expertise, to legal, regulatory policy, and guidance to maximize funding.



**Faster Recovery:** Utilize well-established processes and best practices from day one that will speed up recovery for Brunswick County and lower the cost of recovery.



STARTUP PLAN TIMELINE

Aligned with the details in the strategies listed above, our team offers the following project work plan timeline to provide Brunswick County with immediate and measurable value for our retained services.

<div>FIRST 48 HOURS</div> <div><ul style="list-style-type: none"><li>▪ Meet with Brunswick County leadership to determine more specific initial scope and rough order of damage magnitude to determine scale of additional staff and resources required.</li><li>▪ Provide immediate support and guidance to Brunswick County leadership.</li><li>▪ Activate required elements from our team to ensure rapid response.</li></ul></div>	<div>FIRST 96 HOURS</div> <div><ul style="list-style-type: none"><li>▪ Mobilize the staff members who are immediately needed to begin actions necessary for maximized damage description scoping, cost estimating, and design work.</li><li>▪ Deploy any data management/technology packages, including cloud-based document repository, project and grants management database, and reporting systems needed and agreed to with Brunswick County.</li></ul></div>	<div>FIRST 15 DAYS</div> <div><ul style="list-style-type: none"><li>▪ Our team will provide guidance on procurement actions, strategies that recover Brunswick County's Force Account Labor costs (if not done already) and start assisting in the review of the critical document retention process to file claims with the appropriate federal agencies.</li><li>▪ Review Brunswick County's draft submittal of the initial claim for federal assistance to FEMA within the 60 day requirement.</li><li>▪ Implement and/or assess all document control procedures.</li><li>▪ Propose FEMA/Grantee engagement plan.</li></ul></div>	<div>FIRST 30 DAYS</div> <div><ul style="list-style-type: none"><li>▪ At the direction of Brunswick County, our team will engage in working meetings with FEMA and Grantee staff and manage the priorities, responsibilities, and set targets.</li><li>▪ Develop and propose the most effective and efficient format for regular calls, quarterly reports, and executive briefings.</li><li>▪ Work with Brunswick County's insurance adjustors to ensure all damages are properly identified as needed.</li><li>▪ Establish Key Performance Indicators (KPIs) for the team to ensure alignment of metrics for overarching and longer-term production objectives and ensure all parties agree to KPIs.</li><li>▪ Develop and implement all communications protocols.</li></ul></div>
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**LONG-TERM ACTIONS:**

As projects and grants move through their full management cycle toward closeout, and projects move from design to construction to closeout, the following tasks/ actions will be performed:

- ▶ Ensure all storm damages are properly captured and submitted to FEMA for the initial Project Worksheets, including emergency protective measures, temporary facilities, Force Account Labor and Equipment, contents, vehicles, and damages to all Brunswick County facilities and infrastructure.
- ▶ Assist in developing conceptual repair estimates as needed.
- ▶ Review and advise on packaged data.
- ▶ Assist in providing procurement guidance of professional firms and contractors.
- ▶ Assist in the reconciliation of scope and cost through the comparison of estimates to actuals.
- ▶ Develop eligibility arguments and justifications.
- ▶ Assist in the submission of Reimbursement Requests to the Grantee, including the team's Direct Administrative Cost (DAC) services.
- ▶ Review and provide quality control of all drafted Version Requests, and Section 428, Alternate, or Improved Project requests, and time extension requests as necessary.
- ▶ Review pay requests to ensure adherence to compliance requirements.
- ▶ Review and advise on all packaged final closeout documentation.
- ▶ Support internal and external audit proceedings as requested by Brunswick County.
- ▶ Provide clear executive reports to Brunswick County, and Quarterly Reports to the Grantee as required by the funding programs.

Estimated hours required to perform the Project Plan and deliverables depends on the scope, scale and complexities of damages incurred by Brunswick County, as well as the disaster related documentation detail and availability.

## 6.5 ACKNOWLEDGMENT OF COMPLIANCE

### REQUEST FOR PROPOSALS

RFP Reference Section & Page #	Statement Acknowledged	Agreement to Terms
<b>6.</b> Vendor Responsibilities through 6.8 [RFP pages 5-6]	Vendor shall provide and maintain insurance	<input checked="" type="checkbox"/>
<b>7.</b> Vendor Proposed Solution through 7.7.1 [RFP pages 6-7]	Vendor shall include: <ul style="list-style-type: none"> <li>- Cover letter</li> <li>- Description of company and background</li> <li>- 3 References, which similar services were performed</li> <li>- Statement of Qualifications</li> <li>- Description of Services</li> <li>- Comply with all federal, state, local ordinances, rules, orders and regulations</li> <li>- Provide sample reports</li> <li>- Final contract terms and conditions</li> </ul>	<input checked="" type="checkbox"/>
<b>8.</b> Proposal Conditions [RFP pages 7-10]	Explicit acceptance of conditions in request: <ul style="list-style-type: none"> <li>- Single point of contact through proposal acceptance</li> <li>- Resumes of key team members</li> <li>- Vendor's single point of contact after acceptance</li> <li>- Vendor's points of contact assume full account responsibility and act as vendor's agent</li> <li>- Define and detail customer responsibilities before, during and after assessment, prior to and after acceptance</li> </ul>	<input checked="" type="checkbox"/>
<b>9.</b> Vendor Contact [RFP page 11]	<ul style="list-style-type: none"> <li>- No communication regarding RFP via any medium has been made</li> </ul>	<input checked="" type="checkbox"/>
<b>10.</b> Consideration of Rejection and Withdrawal of Proposal [RFP pages 11-12]	<ul style="list-style-type: none"> <li>- <b>Proposal is valid and irrevocable for a period of 90 days after the opening of proposals</b></li> <li>- Proposal format has been followed</li> <li>- All information requested in RFP has been provided</li> <li>- Proposal submitted by date and time required</li> <li>- Cost proposal is provided</li> <li>- All proposal information is truthful and accurate</li> <li>- <b>Shall furnish evidence it has necessary facilities, ability, and financial resources to fulfill specifications</b></li> <li>- <b>Provide 3 references similar in scope and size over past 3 years</b></li> </ul>	<input checked="" type="checkbox"/>

## 6.5 ACKNOWLEDGMENT OF COMPLIANCE

### REQUEST FOR PROPOSALS

RFP Reference Section & Page #	Statement Acknowledged	Agreement to Terms
<b>14.</b> Project Management [RFP page 13]	<ul style="list-style-type: none"> <li>- Provide full description of services and processes that will be performed during program period</li> <li>- Assign a single Project Manager dedicated and available for the entire duration of the project</li> <li>- Project Manager shall be responsible for oversight and management of the Primary Tasks outlined in Section 1 of this RFP.</li> </ul>	<input checked="" type="checkbox"/>
<b>15.</b> Utilization of Small Business Concerns [RFP pages 13-14]	<ul style="list-style-type: none"> <li>- Agrees to carry out this policy in awarding subcontracts to fullest extent consistent with efficient contract performance</li> <li>- Shall confirm subcontractor representing itself as a HUBZone small business is certified by SBA</li> </ul>	<input checked="" type="checkbox"/>
<b>16.</b> Additional Terms below: [RFP page 14-16]		
Disclaimer of Federal Government Obligations or Liability [RFP page 15]	- Clause stating Federal Government is not a party to this contract shall be included in each subcontract	<input checked="" type="checkbox"/>
Protest Procedures [RFP page 15]	- Protests related to its procurement shall be received in writing within 5 calendar days of bid award	<input checked="" type="checkbox"/>
Energy Conservation Requirements RFP page 15]	- Vendor agrees to comply with mandatory standards and policies relating to energy contained in State Energy Conservation Plan	<input checked="" type="checkbox"/>
Americans with Disabilities Act (ADA) [RFP page 15]	<ul style="list-style-type: none"> <li>- Vendor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA)</li> <li>- Agrees no handicapped individual, solely by reason of handicap, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination</li> </ul>	<input checked="" type="checkbox"/>
Privacy Act [RFP page 16]	<ul style="list-style-type: none"> <li>- Vendor agrees to comply with and assures compliance of its employees with information restrictions and other applicable requirement of Privacy Act of 1974</li> <li>- Vendor agrees to include these requirement in each subcontract to administer any system of records</li> </ul>	<input checked="" type="checkbox"/>
Drug-Free Workplace [RFP page 16]	- Vendor shall adhere to the Federal Drug Free Workplace requirements outlined in 2 C.F.R 1982 (etc)	<input checked="" type="checkbox"/>



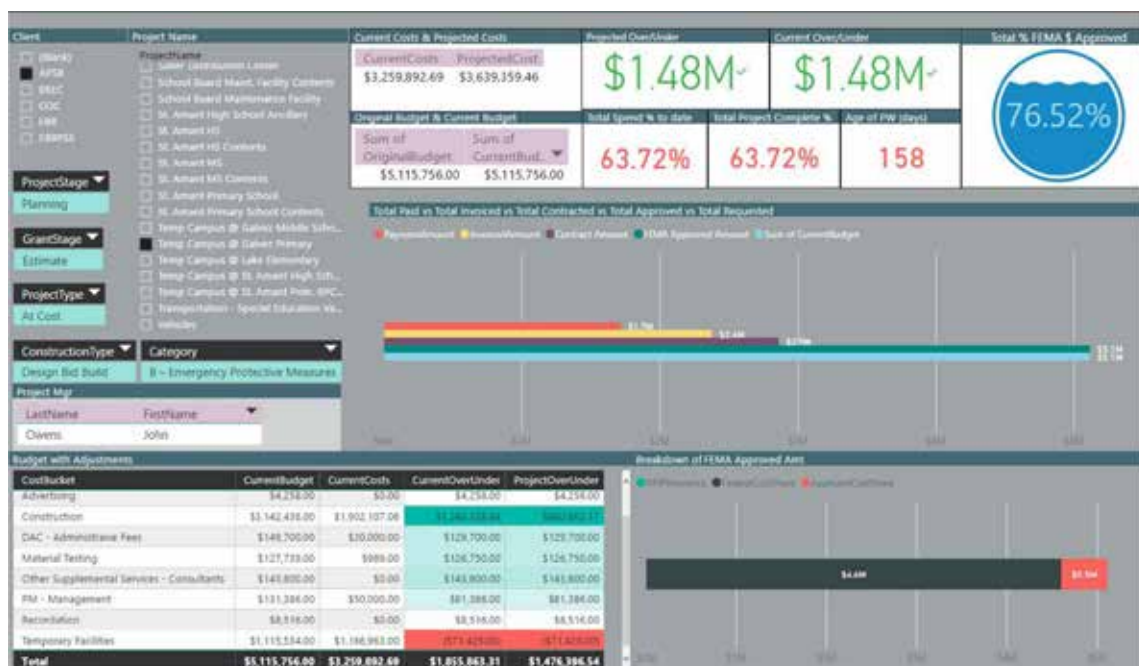
## SAMPLE REPORTING

Transparency is key. Our team realizes the critical importance of reporting accurate and timely grant progress during the entire project and grant lifecycle. Direct lines of communication and face-to-face interaction are necessary to provide the detail that reports alone cannot provide. Our team will engage appropriately to align with Brunswick County leadership and staff in regular face-to-face meetings, offer on-call access to our team leadership, and collaborate to specifically tailor the reporting deliverables and meet the program needs to allow for critical decision making and prompt, decisive action.

Our reporting process includes two methods that will enhance Brunswick County's process understanding and progress status: informal and formal.

**INFORMAL PROJECT REPORTING** occurs daily through our Project Manager via direct face-to-face meetings, telephone conversations, and email communications with Brunswick County. Informal communication is critical to the team's ability to address concerns and questions from Brunswick County staff and the public regarding the progress of individual recovery project efforts. This form of communication is often the most effective means by which to support the Brunswick County in addressing minor issues, questions, and concerns that may arise from Brunswick County staff and the general public.

**FORMAL PROJECT REPORTING** will occur weekly or bi-weekly, monthly and quarterly in the form of status reports or at the frequency deemed appropriate by Brunswick County. Detailed and periodic management reports will be submitted to Brunswick County and will be organized by project to summarize the status and progress for Brunswick County assets. Additionally, we have the capability of providing dashboard type reports that are live and accessible 24/7 (such as the one shown below). Finally, our team will provide the requested "Final Report" to Brunswick County within 30 days of the completion of the contracted work.



**6.7** CSRS acknowledges that if selected, its response to Brunswick County's RFP will consist of the final contract term and conditions between CSRS and Brunswick County.

**6.7.1** CSRS acknowledges it has no exceptions, variances, substitutions, exceptions or clarifications to the RFP's requirements and specifications, and terms and conditions to list for consideration in the final agreement.



**BID PROPOSAL****FEMA PROGRAM ASSISTANCE CONSULTING  
PER THE BRUNSWICK COUNTY SPECIFICATIONS**

**Note to Proposers:** All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this RFP for the below listed hourly rates. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

<b>Position Descriptions</b>	<b>Hourly Rate<sup>1</sup></b>
Senior Advisor for Disaster Recovery	\$ 180.00
Appeals Specialist	\$ 180.00
Mitigation Specialist	\$ 140.00
Project Manager	\$ 165.00

**Not to Exceed Clause:**

The County anticipates that all cost under this project shall not exceed \$50,000.

<sup>1</sup> Hourly rates listed in response to the above rate table may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.



**RESOLUTION**

**BE IT RESOLVED** by the Board of Directors of CSRS, Inc, (dba CSRS Disaster Recovery Management, LLC) corporation organized and existing under the laws of the State of Louisiana and domiciled in the City of Baton Rouge, Louisiana, that Christopher J. Pellegrin, Principal of the corporation, be, and is hereby authorized and empowered to execute any and all proposals, contracts, documents and agreements of whatever kind on behalf of the Corporation for professional services for Brunswick County in the State of North Carolina.

**CERTIFICATE**

I, Domoine D. Rutledge, Secretary of CSRS, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 25th day of October, 2018; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand this 25th day of October, 2018.

  
Domoine D. Rutledge, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive, Suite 200 Baton Rouge LA 70810	<b>CONTACT NAME:</b> Ashley Kennard <b>PHONE (A/C, No, Ext):</b> 225-906-0114 <b>FAX (A/C, No):</b> 225-292-3893 <b>E-MAIL ADDRESS:</b> Ashley_Kennard@ajg.com														
<b>INSURED</b> CSRS, Inc. Steve LaPlace 6767 Perkins Rd., Suite 200 Baton Rouge LA 70808	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company	25615	INSURER B: Travelers Indemnity Co of America	25666	INSURER C: The Travelers Indemnity Company of CT	25682	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 2019898495

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805H0704101647	12/5/2017	12/5/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA1B647091-17	12/5/2017	12/5/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP3827T870-17	12/5/2017	12/5/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XCUB3827T85-7-17	12/5/2017	12/5/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>D</b> Rented/ Leased Equipment Professional/Errors & Omissions	Y	Y	6805H0704101647 G23667022 005	12/5/2017 5/17/2017	12/5/2018 5/17/2018	Leased Equipment \$50,000 Each Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of New Orleans Bureau of Purchasing Attn: Chief Procurement Officer 1300 Perdido St., Suite 4W07 New Orleans LA 70112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED CSRS, Inc. Steve LaPlace 6767 Perkins Rd., Suite 200 Baton Rouge LA 70808
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability:  
Blanket Additional Insured (Form #CGD3810907) & Waiver of Subrogation, as required by written contract, as respects the General Liability coverage.

Business Auto:  
Blanket Additional Insured (Form #CAT4200710) & Waiver of Subrogation, as required by written contract, as respects the Business Auto coverage.

Workers' Compensation:  
Blanket Waiver of Subrogation, as required by written contract, as respects the Workers' Compensation coverage.

Umbrella:  
Umbrella is follow form of the underlying liability coverages.





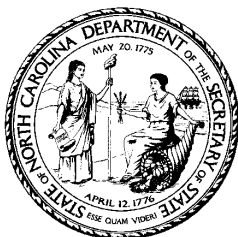
## NORTH CAROLINA Department of the Secretary of State

### CERTIFICATE OF AUTHORITY

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify  
that

**CSRS DISASTER RECOVERY MANAGEMENT, L.L.C.**

having filed on this date an application conforming to the requirements of the General  
Statutes of North Carolina, a copy of which is hereto attached, is hereby granted  
authority to transact business in the State of North Carolina.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my official seal at the City  
of Raleigh, this 17th day of September, 2018.

*Elaine F. Marshall*

Secretary of State

Document Id: C201826000252  
Verify this certificate online at <http://www.sosnc.gov/verification>



## NORTH CAROLINA

### Department of the Secretary of State

**To all whom these presents shall come, Greetings:**

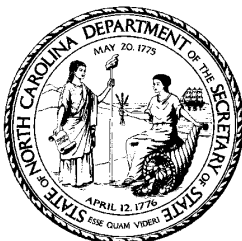
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

#### APPLICATION FOR CERTIFICATE OF AUTHORITY

**OF**

**CSRS DISASTER RECOVERY MANAGEMENT, L.L.C.**

the original of which was filed in this office on the 17th day of September, 2018.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 17th day of September, 2018.

*Elaine F. Marshall*

**Secretary of State**

Certification# C201826000252-1 Reference# C201826000252-1 Page: 1 of 4  
Verify this certificate online at <http://www.sosnc.gov/verification>



## NORTH CAROLINA Department of the Secretary of State

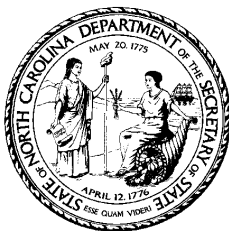
### CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

#### TCARTER CONSULTING, LLC

is a limited liability company duly formed, and existing under the laws of the State of North Carolina, having been formed on 14th day of July, 2016

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company is not dissolved under the terms of its articles of organization, (ii) the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial dissolution, articles of dissolution, articles of merger, or articles of conversion for said limited liability company.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 31st day of October, 2018.

*Elaine F. Marshall*

Secretary of State

Certification# 103459343-1 Reference# 14847854- Page: 1 of 1  
Verify this certificate online at <http://www.sosnc.gov/verification>

# **REQUEST FOR PROPOSALS**

## **PUBLIC ASSISTANCE PROGRAM CONSULTING – HURRICANE FLORENCE**

**RELEASE DATE: November 21,  
2018**

**DUE DATE: 5:00 P.M., Friday, December 14,  
2018**

## **1. INTRODUCTION**

Brunswick County is soliciting proposals for a unit cost contract from qualified vendors to provide FEMA Public Assistance Program Consulting services in the recovery efforts associated with Hurricane Florence. The selected vendor shall assist Brunswick County in establishing and implementing an assistance program that complies with all FEMA regulations.

Brunswick County has established the following objectives for this project:

### **Primary Tasks:**

- Advise and develop methods to maximize federal and state assistance
- Review all worksheets and associated documentation that the County has prepared for submission into the FEMA Grants Portal
- Provide oversight and advice to County relative to hazard mitigation project development and resource assistance
- Coordinate with the County, FEMA and other agency representatives to provide requested additional information in a timely manner
- Advise County on the development and processing of appeals of State and/or FEMA denials
- Advise County on the management of the closeout process

## **2. BACKGROUND**

Beginning on September 14, 2018, Hurricane Florence affected Brunswick County's infrastructure with winds over 80 mph and rain totaling over 30 inches in some areas. Effective September 7, 2018, Brunswick County, received a federal disaster declaration which could aid Brunswick County in the recovery efforts and planning costs in the aftermath of Hurricane Florence.

## **3. PROPOSAL DUE DATE AND TIME/SUBMISSION REQUIREMENTS**

- 3.1** Brunswick County shall accept proposals until **5:00 p.m., Friday, December 14, 2018** in County Manager's Office, David R. Sandifer Administration Building, 30 Government Center Dr., PO Box 249 Bolivia, NC 28422.
- 3.2** Bidders shall plainly mark the proposals with the following information: Bidder's name and address, bid title and bid due date and time.
- 3.3** Proposals may be mailed, delivered in person, or by express mail to the Brunswick County Administration, 30 Government Center Drive, PO Box 249, Bolivia NC 28422. Electronic (e-mail) proposals will be also be accepted. **E-mail proposals shall be submitted [steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)**
- 3.4** **Regardless of the manner of submission by the bidder, no proposal received after the stated date and time will be considered.**

## **4. QUESTIONS/ADDENDA**

Questions regarding this Request for Proposal shall be submitted in writing to the attention of Steve Stone, Deputy County Manager by e-mail to [steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov) no later than **5:00 p.m., Wednesday, December 5, 2018**. Questions, and their corresponding answers, will be provided to all vendors.

Any changes to the specifications will be made in the form of an Addendum and will be supplied to all prospective bidders.

Bidders are expressly prohibited from contacting any Brunswick County official or employee associated with this Request for Proposals, except in the manner noted in this section. Violation of this provision is grounds for the immediate disqualification of the bidder.



## **5. VENDOR RESPONSIBILITIES**

- 5.1** The vendor shall provide and maintain insurance throughout the life of the project as follows:
- Worker's Compensation Insurance as required by North Carolina State law.
  - Automobile Liability Insurance on any owned, non-owned or rented vehicles with limits of at least \$1,000,000 per occurrence combined single limit bodily injury and property damage.
  - Commercial General Liability Insurance with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
  - Additional Insured. Brunswick County, its officials, employees and agents shall be named an additional insured in the Comprehensive Automobile and Commercial Liability Insurance policies and the Commercial General Liability coverage shall be written on an "Occurrence" basis.
- 5.2** The vendor shall agree to protect, indemnify and hold harmless Brunswick County, its agents, officers and employees from and against any and all losses resulting directly or indirectly from negligent acts, errors, or omissions of the vendor, or vendor's agents, officers, employees, and subcontractors, in the performance of services under this contract.
- 5.3** The vendor shall ensure that any subcontractors engaged in work under this project are included as insured's under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 5.4** All insurance policies shall be written by insurers licensed and lawfully authorized to underwrite and transact business in the State of North Carolina and must have an A.M. Best rating of not less than A-VII.
- 5.5** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

Steve Stone  
Deputy County Manager  
Brunswick County  
PO Box 249  
Bolivia NC 28422

- 5.6** The insurance requirements outlined shall be maintained in force by the vendor throughout the term of this contract without lapse, and in no manner should deviate from these requirements. In the event vendor fails to maintain insurance as outlined herein, Brunswick County may, at its option, but not at the responsibility of Brunswick County, obtain the required insurance at the expense of the vendor.
- 5.7** Brunswick County, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; premises owned, leased or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to Brunswick County, its officials, employees or volunteers.
- 5.8** The vendor shall submit, with their proposal, the names of any and all subcontractors expected to work on this project. Brunswick County reserves the right to accept or reject any proposed subcontractor.

## **6. VENDOR PROPOSED SOLUTION**

Incomplete proposals or proposals inconsistent with the recommended format may be disqualified from consideration.

- 6.1** The vendor shall include a cover letter signed by an authorized individual who commits to the terms and conditions of the company's proposal. It must be stated in the cover letter that they agree to the terms and conditions.
- 6.2** The vendor shall include a description of their company and background. Vendor shall provide a list of three (3) references for which similar services were performed. Please provide contact name, title, phone number, and email address. References will be contacted.
- 6.3** The vendor shall include a statement of qualifications to demonstrate their ability to perform to proposal requirements. Also, include the names of any sub-contractors expected to be engaged for this project and their credentials, with the estimated percentage of the project that each sub-contractor will perform before and after acceptance.
- 6.4** The vendor shall provide a full description of the services and processes that will be undertaken to complete the project in the most efficient, timely and comprehensive manner. The description of implementation services should outline in detail the

implementation approach towards and include an implementation plan and project schedule.

- 6.5** Vendor must comply with all federal, state, and local laws, ordinances, rules, orders and regulations relating to performance of the contracted work.
- 6.6** The vendor shall provide sample reports that exemplify data produced through their analysis process.
- 6.7** This RFP and the vendor's response will consist of the final contract terms and conditions between vendor and Brunswick County.

**6.7.1** The terms and conditions of this RFP will preempt those of other documents unless exceptions are noted herein. Thus, all variances, substitutions, exclusions, exceptions and clarifications to the RFP's requirements and specifications, and terms and conditions, must be listed in this section if they are to be considered as part of the final agreement, regardless if they appear elsewhere in your response. Each shall identify the applicable section/sub-section number(s) it references.

Brunswick County reserves the right to accept or reject any variances, substitutions, exclusions and exceptions.

## **7. PROPOSAL CONDITIONS**

- 7.1** Submission of a proposal indicates explicit acceptance by the vendor of the conditions contained in this request. Brunswick County reserves the right to reject without prejudice or explanation any or all responses. Brunswick County reserves the right to waive informalities. Brunswick County reserves the right to amend the specifications of this Request for Proposal and request new proposals at any time prior to award of contract. The decision of Brunswick County shall be final.
- 7.2** The vendor shall supply the following:
  - 7.2.1** A single point of contact through proposal acceptance. Brunswick County will communicate solely through this contact regarding all issues through acceptance.
  - 7.2.2** Resumes of key team members assigned to the project. Team members should represent relevant and diverse knowledge and expertise.
  - 7.2.3** The vendor's single point of contact after acceptance. Brunswick County will communicate solely through this contact regarding all issues after acceptance.

**7.2.4** These contacts must be willing and able to assume full account responsibility and act as an agent of the vendor.

**7.2.5** Clearly define and detail customer responsibilities before, during and after the assessment, both prior to acceptance, and after acceptance.

**7.3** The vendor shall use the following position descriptions to quote hourly rates:

**7.3.1 Senior Advisor for Disaster Recovery**

Provides technical assistance to the County Manager or designee. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of FEMA Public Assistance Programs and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation.

**7.3.2 Appeals Specialist**

Provides information and technical assistance to the County Manager prior to and throughout the appeals process. Assists the County Manager in the preparation of any appeals. Individual should be a graduate of an accredited law school and admitted to the bar of any state or District of Columbia for the past five years, have knowledge of state and federal laws, regulations, and policies applicable to the FEMA Public Assistance and Hazard Mitigation Assistance programs, possess analytical skills and experience preparing legal briefs and courtroom presentations.

**7.3.3 Mitigation Specialist**

Responsible for providing oversight to the advising the County Manager relative to all FEMA Hazard Mitigation Assistance Programs (HMGP – PDM – FMA – RFC – SRL), Section 404 / 406 mitigation measures, benefit cost analysis, mitigation planning, and floodplain management regulations; Section 106 HP knowledge and experience recommended. Reviews applications for programmatic compliance; reviews mitigation plans for programmatic compliance; assists Disaster Recovery Specialists in the performance of their duties, performs QC/QA on applications for funding; assists with the submission of projects into NEMIS; makes recommendations for HMA Program projects; ensures compliance with flood plain management regulations. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Hazard Mitigation Assistance Programs and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation.

**7.3.4 Project Manager**

Will serve as the day-to-day principal point of contact for the vendor and to

assure that vendor personnel are performing within the contract scope of services and will execute all task orders as submitted by the County. This individual should have a minimum of 5 years of relevant project management experience.

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#### **7.4 TERMS:**

The work shall begin once a Services Agreement, in substantially the form attached hereto, has been issued and properly executed.

### **8. CONSIDERATION OF REJECTION AND WITHDRAWAL OF PROPOSAL**

#### **8.1 Correspondence**

After deposit of the proposal with Brunswick County, no proposal may be withdrawn by the vendor for a period of 90 days after the opening of the proposals. Until that time, the proposal will remain firm and irrevocable or any required bond will be forfeited.

#### **8.2 A proposal may be rejected if the vendor fails to:**

**8.2.1** Submit their proposal in the format specified.

**8.2.2** Supply the minimum information requested in the RFP.

**8.2.3** Submit all addenda, addenda responses and templates.

**8.2.4** Submit their proposal by the date and time required.

**8.2.5** Submit a cost proposal with unbundled, detailed, itemized pricing.

**8.2.6** Provide truthful and accurate information in its proposal.

#### **8.3 No Acceptance**

Brunswick County reserves the right to reject any or all proposals, to waive any informalities in proposals, and to accept any proposal deemed most favorable to Brunswick County. Brunswick County specifically reserves the exclusive right to reject any or all proposals and to waive any technical defects in proposals.

#### **8.4 Competency of Vendor**

Brunswick County shall make such investigation as it deems necessary to determine the ability of the vendor to perform the work, and/or provide the services required by this RFP. Upon request, the proposer shall furnish evidence satisfactory to the County that it has the necessary facilities, ability, and financial resources to fulfill the specifications and conditions of the contract.

#### **8.5 Similar Project Experience**

As part of their proposal, vendor shall include a list of at least three (3) references similar in size and scope completed over the past three (3) years. Information provided shall include client name, address, phone number and contact name. Failure to provide this information may result in disqualification of the proposal from consideration.



## **8.6 Selection Criteria**

The County will consider the following criteria and relative weights in the vendor selection process:

1. Demonstrated experience of firm in successfully completing similar consulting projects – 30%
2. Qualifications and experiences of key staff of staff identified to perform the identified project roles – 30%
3. Clarity and soundness of implementation plan – 10%
4. Hourly rates – 30%

## **9. PROJECT MANAGEMENT**

The vendor must provide a full description of the services and processes that will be performed during the program management process in the most efficient, timely and comprehensive manner.

The vendor shall assign a single Project Manager dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of Brunswick County.

At a minimum, the vendor's Project Manager shall be responsible for oversight and management of the Primary Tasks outlined in Section 1 of this RFP.

## **10. UTILIZATION OF SMALL BUSINESS CONCERNS**

- 1) Definitions. As used in this contract –
  - a) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
  - b) Service-disabled veteran-owned small business concern –
    - i) Means a small business concern -
      - (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
      - (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
    - ii) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that –
    - iii) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by –
      - (1) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
      - (2) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
    - iv) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

- c) Veteran-owned small business concern means a small business concern –
    - i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
    - ii) The management and daily business operations of which are controlled by one or more veterans.
  - d) Women-owned small business concern means a small business concern –
    - i) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
    - ii) Whose management and daily business operations are controlled by one or more women.
- 2) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- 3) The vendor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The vendor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the vendor's compliance with this clause.
- 4) Vendors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.
- 5) The vendor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include –
  - a) HUBZone small business database search application Web page at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;
  - b) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
  - c) The SBA HUBZone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov).

## 11. ADDITIONAL TERMS AND CONDITIONS

### **DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY**

The vendor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the vendor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

### **PROTEST PROCEDURES**

Protests related to this procurement must be addressed to the Brunswick County Deputy County Manager, P. O. Box 249, Bolivia, NC 28422 and shall be received, in writing, within 5 calendar days of bid award. Responses will be supplied not later than (7) calendar days following receipt of said protest. A protester must exhaust all administrative remedies before pursuing a protest with the Federal grantor agency. Reviews of protests by the Federal grantor agency are limited to:

- (1) Violations of federal law or regulations and the standard of this section (violations of state or local law will be under the jurisdiction of state and local authorities) AND
- (2) Violations of the grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal grantor agency other than those specified above will be referred to the grantee.

### **ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 18**

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **AMERICANS WITH DISABILITIES ACT (ADA)**

Americans with Disabilities Act (ADA). The vendor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements the Federal Government. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity included in or resulting from this Agreement.

**PRIVACY**  
**ACT 5 U.S.C.**  
**552**

(1) The vendor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the vendor agrees to obtain the express consent of the Federal Government before the vendor or its employees operate a system of records on behalf of the Federal Government. The vendor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The vendor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

**DRUG-FREE WORK PLACE**

The vendor, by submitting a proposal, shall adhere Federal Drug Free Workplace requirements as outlined in 2 C.F.R. 182. vendor shall make good faith efforts to maintain a drug-free workplace, publish workplace statement and establish drug-free awareness programs for employees. vendor should take action concerning who are convicted of violating drug statutes in the work place. vendor shall contact Brunswick County if vendor cannot adhere to the requirements of the Federal Regulations noted above. Failure to comply provisions shall be considered a breach of contract.

## FORM OF EXCEPTIONS

Bidder shall identify each exception or deviation from the specifications. The omission of exceptions implies complete compliance with the Bid Documents and Specifications.

[illegible]



## BID PROPOSAL

### FEMA PROGRAM ASSISTANCE CONSULTING PER THE BRUNSWICK COUNTY SPECIFICATIONS

**Note to Proposers:** All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this RFP for the below listed hourly rates. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

#### Position Descriptions

#### Hourly Rate<sup>1</sup>

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

#### Not to Exceed Clause:

The County anticipates that all cost under this project shall not exceed \$50,000.

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<sup>1</sup> Hourly rates listed in response to the above rate table may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.

## BIDDER INFORMATION

Name of Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Phone No.\_\_\_\_\_Fax No. \_\_\_\_\_

E-Mail Address\_\_\_\_\_

Federal I.D. No.\_\_\_\_\_

SDBE, Minority or Woman Owned Business Enterprise\_\_\_\_\_Yes \_\_\_\_\_No

Bid Submitted By: \_\_\_\_\_

(Name Printed Out)

\_\_\_\_\_

(Signature)

Title:\_\_\_\_\_

Date:\_\_\_\_\_

## NORTH CAROLINA

## BRUNSWICK COUNTY

## SERVICES AGREEMENT [with FEMA clauses]

**THIS SERVICES AGREEMENT** (hereinafter referred to as the “**AGREEMENT**”) is made and entered into this the \_\_\_\_\_ day of October, 2018, by and between **BRUNSWICK COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), party of the first part and [**SERVICE PROVIDER**], (hereinafter referred to as “**PROVIDER**” or “**CONTRACTOR**”), party of the second part.

### WITNESSETH:

#### 1. SERVICES; FEES

The services to be performed under this **AGREEMENT** (hereinafter referred to collectively as “**SERVICES**”) and the agreed upon fees for said **SERVICES** are as follows:

*Describe the general nature of this agreement and incorporate any relevant Proposal or Statement of Work as **Exhibit “A”***

Any exhibits or attachments referenced above are hereby incorporated by reference and made a part of this **AGREEMENT**. Any conflict between the language in an exhibit or attachment and the main body of this **AGREEMENT** shall be resolved in favor of the main body of this **AGREEMENT**.

#### 2. TERM OF AGREEMENT AND TERMINATION

The term of this **AGREEMENT** begins upon execution of the **AGREEMENT** and continues in effect until \_\_\_\_\_, unless sooner terminated as provided herein. The **COUNTY** may terminate this **AGREEMENT** at any time without cause by giving sixty (60) days’ written notice to the **PROVIDER**. As soon as practicable after receipt of a written notice of termination without cause, **PROVIDER** shall submit a statement to the **COUNTY** showing in detail the **SERVICES** performed under this **AGREEMENT** through the effective date of termination. **COUNTY** may terminate this **AGREEMENT** for cause by giving written notice of a breach of the **AGREEMENT**. **PROVIDER** shall have thirty (30) days to cure the breach following receipt of the notification. Failure to cure the breach within the thirty (30) days shall result in the immediate termination of the **AGREEMENT**.

#### 3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the **COUNTY** to make payments under this **AGREEMENT** for a given fiscal year, the **COUNTY** will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the **COUNTY** will promptly notify the **PROVIDER** of the non-appropriation and this **AGREEMENT** will be terminated at the end of the last fiscal year for which

funds were appropriated. No act or omission by the **COUNTY** which is attributable to non-appropriation of funds shall constitute a breach of or default under this **AGREEMENT**.

#### **4. COMPENSATION**

The **COUNTY** agrees to pay fees as specified in Exhibit “A” or as set out above for the **SERVICES** satisfactorily performed in accordance with this **AGREEMENT**. Unless otherwise specified, **PROVIDER** shall submit monthly invoices to **COUNTY** and include detail of all **SERVICES** delivered or performed under the terms of this **AGREEMENT**. **COUNTY** shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, **COUNTY** will not pay late fees on any charges under this **AGREEMENT**. If **COUNTY** disputes any portion of the charges on any invoice received from **PROVIDER**, the **COUNTY** shall inform **PROVIDER** in writing of the disputed charges. Once the dispute has been resolved, **PROVIDER** shall re-invoice **COUNTY** for the previously disputed charges, and, per any resolution between **COUNTY** and **PROVIDER**, the **COUNTY** shall pay those charges in full at that time. No advance payment shall be made for the **SERVICES** to be performed by **PROVIDER** under this **AGREEMENT**.

#### **5. INDEPENDENT CONTRACTOR**

Both **COUNTY** and **PROVIDER** agree that **PROVIDER** shall act as an independent contractor and shall not represent itself as an agent or employee of the **COUNTY** for any purpose in the performance of its duties under this **AGREEMENT**. **PROVIDER** represents that it has or will secure, at its own expense, all personnel required in performing the **SERVICES** under this **AGREEMENT**. Accordingly, **PROVIDER** shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this **AGREEMENT**, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. **PROVIDER** shall not be 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 **COUNTY** employees.

In the event the Internal Revenue Service should determine that **PROVIDER** is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then **PROVIDER** hereby acknowledges that all payments hereunder are gross payments, and the **PROVIDER** is responsible for all income taxes and social security payments thereon.

#### **6. PROVIDER REPRESENTATIONS**

- (1) **PROVIDER** is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) **PROVIDER** has all requisite corporate power and authority to execute, deliver and perform its obligations under this **AGREEMENT**;

- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for **PROVIDER** to enter into and perform its obligations under this **AGREEMENT**;
- (4) **PROVIDER** shall not violate any agreement with any third party by entering into or performing the **SERVICES** under this **AGREEMENT**;
- (5) **PROVIDER** will perform all **SERVICES** in conformity with the specifications and requirements of this **AGREEMENT**;
- (6) The **SERVICES** provided by **PROVIDER** under this **AGREEMENT** will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);
- (7) **PROVIDER** shall exercise reasonable care and diligence when performing the **SERVICES** hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said **SERVICES**;
- (8) **PROVIDER** acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the **SERVICES**, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (9) **PROVIDER** shall ensure that whenever its employees or agents are on **COUNTY** property, they will strictly abide by all instructions and directions issued by the **COUNTY** with respect to rules, regulations, policies and security procedures applicable to work on the **COUNTY'S** premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

## **7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

The parties acknowledge that FEMA financial assistance will be used to fund the **AGREEMENT** only. **PROVIDER** will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives;

## **8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA**

**PROVIDER** shall be solely responsible for any damage to or loss of the **COUNTY'S** equipment, facilities, property and/or data arising out of the negligent or willful act or omission of **PROVIDER** or its subcontractors. In the event that **PROVIDER** causes damage to the **COUNTY'S** equipment or facilities, **PROVIDER** shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

## 9. NON-ENDORSEMENT AND PUBLICITY

**COUNTY** is not endorsing **PROVIDER** or its **SERVICES**, and **PROVIDER** is not permitted to reference this **AGREEMENT** or **COUNTY** in any manner without the prior written consent of **COUNTY**. Notwithstanding the foregoing, the parties agree that **PROVIDER** may list the **COUNTY** as a reference in response to requests for proposals and may identify **COUNTY** as a customer in presentations to potential customers.

## 10. NON-EXCLUSIVITY

**PROVIDER** acknowledges that **COUNTY** is not obligated to contract solely with **PROVIDER** for the **SERVICES** covered under this **AGREEMENT**.

## 11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

**PROVIDER** hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## 12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## 13. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this **AGREEMENT**, **PROVIDER** shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  - i. Competitively within a timeframe providing for compliance with the **AGREEMENT** performance schedule;
  - ii. Meeting **AGREEMENT** performance requirements; or
  - iii. At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.



## 14. ACCESS TO RECORDS

The following access to records requirements apply to this **AGREEMENT**:

- (1) **PROVIDER** agrees to provide **COUNTY**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of **PROVIDER** which are directly pertinent to this **AGREEMENT** for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) **PROVIDER** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) **PROVIDER** agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the **AGREEMENT**.

## 15. DHS SEAL, LOGO, AND FLAGS

**PROVIDER** shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. SUSPENSION AND DEBARMENT

- (1) This **AGREEMENT** is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such **PROVIDER** is required to verify that none of the **PROVIDER**, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) **PROVIDER** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by **COUNTY**. If it is later determined that **PROVIDER** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and **COUNTY**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **17. INDEMNIFICATION**

**PROVIDER** shall defend, indemnify and hold harmless **COUNTY**, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against **COUNTY** or which **COUNTY** must pay and incur 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 **PROVIDER**, its employees or agents. **PROVIDER** further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. **PROVIDER** shall be fully responsible to **COUNTY** for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this **AGREEMENT**.

## **18. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

**PROVIDER** acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to **PROVIDER'S** actions pertaining to this **AGREEMENT**.

## **19. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this **AGREEMENT** and is not subject to any obligations or liabilities to the non-federal entity, **PROVIDER**, or any other party pertaining to any matter resulting from the **AGREEMENT**.

## **20. MINORITY BUSINESS ENTERPRISES**

**PROVIDER** will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this **AGREEMENT**.

## **21. INSURANCE**

**PROVIDER** shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by **COUNTY** with limits acceptable to **COUNTY**. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include **COUNTY** as an additional insured and as a certificate holder. **PROVIDER** shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by **COUNTY**. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. **PROVIDER** shall have no right of recovery or subrogation against **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 aforementioned insurance.

## 22. WORKERS' COMPENSATION

To the extent required by law, **PROVIDER** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event **PROVIDER** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **PROVIDER** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling **PROVIDER'S** obligations under this **AGREEMENT**.

**PROVIDER** agrees to furnish **COUNTY** proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

## 23. REMEDIES

- (1) **RIGHT TO COVER.** If **PROVIDER** fails to meet any completion date or resolution time set forth, due to no fault of **COUNTY**, the **COUNTY** may take any of the following actions with or without terminating this **AGREEMENT**, and in addition to, and without limiting, any other remedies it may have:
  - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the **SERVICES** from a third party until the matter is resolved and **PROVIDER** is again able to resume performance under this **AGREEMENT**; and
  - ii. Deduct any and all expenses incurred by **COUNTY** in obtaining or performing the **SERVICES** from any money then due or to become due **PROVIDER** and, should the **COUNTY'S** cost of obtaining or performing the **SERVICES** exceed the amount due **PROVIDER**, collect the amount due from **PROVIDER**.
- (2) **RIGHT TO WITHHOLD PAYMENT.** **COUNTY** reserves the right to withhold any portion, or all, of a scheduled payment if **PROVIDER** fails to perform under this **AGREEMENT** until such breach has been fully cured.
- (3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this **AGREEMENT** all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this **AGREEMENT**.
- (4) **OTHER REMEDIES.** Upon breach of this **AGREEMENT**, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- (5) **NO SUSPENSION.** In the event that **COUNTY** disputes in good faith an allegation of breach by **PROVIDER**, notwithstanding anything to the contrary in this **AGREEMENT**, **PROVIDER** agrees that it will not terminate this **AGREEMENT** or suspend or limit any **SERVICES** or warranties, unless: (i) the parties agree in writing; or (ii) an order of a

court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

## **24. TAXES**

**PROVIDER** shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. **PROVIDER** shall substantiate, on demand by the **COUNTY**, that all taxes and other charges are being properly paid.

## **25. HEALTH AND SAFETY**

**PROVIDER** shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the **SERVICES**. **PROVIDER** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the **SERVICES** and other persons who may be affected thereby.

## **26. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this **AGREEMENT**, **PROVIDER** agrees as follows:

- (1) **PROVIDER** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **PROVIDER** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **PROVIDER** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) **PROVIDER** will, in all solicitations or advertisements for employees placed by or on behalf of **PROVIDER**, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) **PROVIDER** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **PROVIDER'S** commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **PROVIDER** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) **PROVIDER** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of **PROVIDER'S** noncompliance with the nondiscrimination clauses of this **AGREEMENT** or with any of the said rules, regulations, or orders, this **AGREEMENT** may be canceled, terminated, or suspended in whole or in part and **PROVIDER** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) **PROVIDER** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. **PROVIDER** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event **PROVIDER** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency **PROVIDER** may request the United States to enter into such litigation to protect the interests of the United States.

## **27. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT**

- (1) Provider. **PROVIDER** shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this **AGREEMENT**.
- (2) Subcontracts. **PROVIDER** or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the **AGREEMENT** clauses above may be grounds for termination of the **AGREEMENT**, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **28. CLEAN AIR ACT**

- (1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) **PROVIDER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## **29. FEDERAL WATER POLLUTION CONTROL ACT**

- (1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) **PROVIDER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## **30. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the **SERVICES** which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section **PROVIDER** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, **PROVIDER** and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. **COUNTY** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by **PROVIDER** or subcontractor under any such contract or any other federal contract



with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. **PROVIDER** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### 31. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 153A-449, **PROVIDER** understands that it is a requirement of this **AGREEMENT** that **PROVIDER** and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, **PROVIDER** agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and **PROVIDER** shall require its subcontractors to do the same. Upon request, **PROVIDER** agrees to provide **COUNTY** with an affidavit of compliance or exemption.

### 32. CONFIDENTIAL INFORMATION

For purposes of this **AGREEMENT**, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- (1) in the public domain through no fault of the Recipient;
- (2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

- (4) independently developed by the Recipient without breaching this **AGREEMENT** or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (5) disclosed with the prior written consent of the Discloser; or
- (6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

### **33. OWNERSHIP OF WORK PRODUCT**

Should **PROVIDER'S** performance under this **AGREEMENT** generate documents or other work product that are specific to the **SERVICES** hereunder, such documents or work product shall become the property of **COUNTY** and may be used by **COUNTY** on other projects without additional compensation to **PROVIDER**.

### **34. NO ASSIGNMENT WITHOUT CONSENT**

Neither party shall assign this **AGREEMENT** (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and **COUNTY** shall not recognize any assignment in violation of this provision.

### **35. GOVERNING LAW AND VENUE**

This **AGREEMENT** shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this **AGREEMENT** shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

### **36. DISPUTE RESOLUTION**

Should a dispute arise as to the terms of this **AGREEMENT**, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

### **37. GOVERNMENTAL IMMUNITY**

**COUNTY**, to the extent applicable, does not waive its governmental immunity by entering into this **AGREEMENT** and fully retains all immunities and defenses provided by law with regard to any action based on this **AGREEMENT**.

### **38. NON-WAIVER**

Failure by **COUNTY** at any time to require the performance by **PROVIDER** of any of the provisions of this **AGREEMENT** shall in no way affect **COUNTY'S** right hereunder to enforce the same, nor shall any waiver by **COUNTY** of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

### **39. ENTIRE AGREEMENT**

This **AGREEMENT** constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This **AGREEMENT** supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, all documents submitted by **PROVIDER** in connection with the Request for Proposal are hereby incorporated by reference and made an integral part hereof. To the extent any of the terms of those documents conflict with the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall prevail.

### **40. 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.

### **41. SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this **AGREEMENT** shall not affect the validity of the remaining portion of the **AGREEMENT** so long as the material purposes of this **AGREEMENT** can be determined and effectuated. If a provision of this **AGREEMENT** is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this **AGREEMENT** shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

### **42. AMENDMENTS**

Amendments or changes to this **AGREEMENT**, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both **PROVIDER** and **COUNTY**.

### **43. NOTICES**

- (1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this **AGREEMENT** shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- (3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this **AGREEMENT** shall be sent to:

i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

ii. For the Provider:

[SIGNATURES APPEAR ON FOLLOWING PAGE]

#### 44. SIGNATURES

This **AGREEMENT**, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This **AGREEMENT** may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this **AGREEMENT** by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

#### BRUNSWICK COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

#### [SERVICE PROVIDER]

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

#### APPROVED AS TO FORM

\_\_\_\_\_  
Brunswick County Attorney/Asst Attorney

**EXHIBIT “A”**  
**PROPOSAL/STATEMENT OF WORK**





## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**January 7, 2019**

#### **Action Item # VII. - 4.**

**From:**  
Stephanie Lewis, Director of Operation  
Services

Operation Services - Debris Collection Reimbursement for  
Restricted Communities (Stephanie Lewis, Director of Operation  
Services)

#### **Issue/Action Requested:**

Request that the Board of Commissioners receive information and select a reimbursement option for storm debris collection for gated communities.

#### **Background/Purpose of Request:**

On November 5, 2018 staff was instructed to receive requests for reimbursement from gated communities, evaluate the documentation received to determine what services the county's contractor provides and determine the county's contractor cost for the debris collected. Staff received requests from 15 gated communities. In all requests, the community or their contractor provided the quantity collected or the cubic yard size of the trucks with number of loads. None of this information was documented properly with monitoring firms or load tickets, with a few exceptions of C&D loads that had landfill tickets to verify weights. No community followed FEMA guidelines for procurement or collection/disposal/monitoring/permitting. A rule of thumb from FEMA and in debris operations is that you cannot achieve 100% of truck capacity when loading vegetative debris. This load capacity is documented by monitors at debris sites on each load ticket. The county's contractor averaged 78% capacity on all vegetative debris loads, therefore staff applied an 80% factor to cubic yard quantities provided by communities.

The total amount of reimbursement requested by the gated communities was \$482,355.74, which is Option 1. Based on staff's evaluation of the documentation provided, the county's contractor rate would equal a reimbursement total of \$184,928.51, which is Option 2. Option 2 is based on all truck loads of vegetative debris being loaded to 100% capacity. Option 3 applies the 80% load limitation to vegetative debris and is most aligned with what the county would have paid the contractor for this debris removal, reimbursement at this rate would total \$148,121.51.

For additional clarification on two requests highlighted in the attached workbook I offer the following: there was one contractor that worked in two communities who submitted extremely high debris quantities, which according to one community was a combined amount from right of way (ROW) pick up, hangers and leaners (H&L) and a community vegetative debris pit. Both communities have a vegetative debris pit and there is no way to determine what was in the pit prior to the storm or what was added from commercial properties such as golf courses and/or clubhouses/common areas. One community stated that no storm debris was allowed in the vegetative pit and that the debris pit was not cleaned out by the contractor, the other community stated that no commercial or pre-storm debris was in the vegetative pit. However, in both cases the contractor's invoice stated that vegetative debris pits were cleaned out. In these two communities, the debris quantity was reduced by half due to mixed eligible and ineligible debris.

#### **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive information and select Option 3 reimbursement as for storm debris collection for gated communities.

**ATTACHMENTS:**

Description

- ▣ Reimbursement Request Summary
- ▣ Reimbursement Request Details
- ▣ Reimbursement Request Legend

Gated Community Reimbursement Request

Date Received	Community Name	Contractor	Option 1 Reimbursement Requested	Option 2 Reimbursement at County Rate	Option 3 Reimbursement at County Rate w/veg loads at 80%	Debris Collection Provided by County	Notes
11/15/2018	Bent Tree	Beach Country Landscaping	\$ 26,955.00	\$ 6,704.85	\$ 5,363.88	No	ROW only. CY calculated with dimensions provided. Cover letter states 61 loads, invoices state 59 loads.
11/16/2018	Oyster Harbor	Carolina Creations	\$ 24,210.00	\$ 1,407.60	\$ 1,126.08	Yes	ROW only. CY of dump truck provided.
11/19/2018	Ocean Ridge Plantation	Phoenix Landscape Management Shawn Fitzgerald 843-957-9267	\$ 36,825.00	\$ 5,188.80	\$ 4,151.04	Yes	ROW only. CY provided by contractor.
11/26/2018	Brick Landing Plantation	Outdoor Innovations, LLC & JP Russ and Sons	\$ 49,510.00	\$ 14,202.00	\$ 11,361.60	No	ROW only. CY calculated with dimensions provided. Leaners/Hangers dimensions not provided, offer lowest price.
11/27/2018	Seaside Bay	B&J Construction	\$ 6,500.00	\$ 8,625.00	\$ 6,900.00	No	ROW only. CY provided by contractor.
11/27/2018	Lockwood Folly	Grass Roots and Carolina Tree	\$ 62,040.00	\$ 48,259.70	\$ 38,607.76	Yes	CY provided by contractor was extremely high. Quantity provided was combined ROW, H&L, and clean out of a debris pit that could have contained commercial debris or debris from before the storm. Due to eligible and ineligible debris being mixed, quantity was reduced by 50%.
11/29/2018	Meadowlands	Greenskeeper and 1-800-Got-Junk	\$ 15,442.00	\$ 3,849.00	\$ 3,142.44	No	ROW only. CY provided by contractor.
11/29/2018	Seascape	Carolina Tree	\$ 45,782.50	\$ 40,882.50	\$ 32,706.00	Yes	ROW only. CY provided by contractor was extremely high. Emailed HOA rep to verify ROW only, leaners & hangers, veg pit. Due to eligible and ineligible debris being mixed, quantity was reduced by 50%.
11/29/2018	Palmetto Creek	Noble's Professional Grounds Management	\$ 11,060.00	\$ 2,277.00	\$ 1,821.60	Yes (single address)	ROW only. CY provided by contractor.
11/29/2018	Winding River	Phoenix Landscape Management Shawn Fitzgerald 843-957-9267	\$ 145,373.40	\$ 45,595.20	\$ 36,476.16	No	ROW only. CY provided by contractor.
12/4/2018	River Sea Plantation	Carolina Creations	\$ 25,030.00	\$ 1,242.00	\$ 993.60	Yes	ROW only. CY provided in request letter.
12/4/2018	The Bluffs	RoadBuilders, Inc. and Absolute Landscape Maintenance Co.	\$ 26,209.00	\$ 4,719.60	\$ 3,775.68	Yes	ROW only. CY provided by community.
12/4/2018	Brantley Pointe	Judy's Landscaping	\$ 850.00	\$ 448.50	\$ 358.80	No	ROW only. CY provided by contractor.
12/4/2018	The Farms at Snowfield	Shane's Tree Service/Top Shelf Waste	\$ 2,313.84	\$ 1,278.36	\$ 1,138.15	No	ROW only. CY provided by contractor.
12/4/2018	The Lakes at Brunswick Plantation	Carolina Creations	\$ 4,255.00	\$ 248.40	\$ 198.72	Yes	ROW only. CY of dump truck verified by contractor.
			\$ 482,355.74	\$ 184,928.51	\$ 148,121.51		

Date Received	Community Name	Contractor	Selection Process	Debris Amount Hauled	Leaners/Hangers	Grinding/Chipping/Incineration	Emergency Road Clearance	Invoices	Weight Tickets	TDMS	Permit	Reduction Method Used	Disaster Debris Permit	Final Disposal Site	Permit	Disaster Debris Permit	Disposal Method Used	Option 1 Reimbursement Requested	Option 2 Reimbursement at County Rate	Option 3 Reimbursement at County Rate w/veg loads at 80%	Debris Collection Provided by County	Notes
11/15/2018	Bent Tree	Beach Country Landscaping	Community's landscaper and resident.	7 x 16 x 4 = 448/27 = 16 x 59 loads = 945.63 cy	Unknown	Unknown	3 hours for labor and backhoe x \$60 = \$180	Yes	No	811 Pea Landing Rd, Ash	LCID	Storage Only	No	State Rd 1154, Shallotte	LCID	No	Unknown	\$ 26,955.00	\$ 6,704.85	\$ 5,363.88	No	ROW only. CY calculated with dimensions provided. Cover letter states 61 loads, invoices state 59 loads.
11/16/2018	Oyster Harbor	Carolina Creations	Community's contracted landscaper.	17 dump truck loads x 12 = 204 cy	Unknown	Unknown	Unknown	Yes	No	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	\$ 24,210.00	\$ 1,407.60	\$ 1,126.08	Yes	ROW only. CY of dump truck provided.
11/19/2018	Ocean Ridge Plantation	Phoenix Landscape Management Shawn Fitzgerald 843-957-9267	Community's contracted landscaper.	47 dump truck loads x 16 = 752 cy	Unknown	Unknown	Unknown	Yes	No	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	\$ 36,825.00	\$ 5,188.80	\$ 4,151.04	Yes	ROW only. CY provided by contractor.
11/26/2018	Brick Landing Plantation	Outdoor Innovations, LLC & JP Russ and Sons	Community's contracted landscaper.	65 loads x 20 cy = 1300 cy 40 loads x 12 cy = 480 cy 1300 + 480 + 36 = 1816 cy	25 x \$30 each = \$750	384 cy x \$2.40 = \$921.6	Unknown	Yes	Yes	Unknown	Unknown	Unknown	Unknown	State Rd 1154, Shallotte	LCID	No	Unknown	\$ 49,510.00	\$ 14,202.00	\$ 11,361.60	No	ROW only. CY calculated with dimensions provided. Leaners/Hangers dimensions not provided, offer lowest price.
11/27/2018	Seaside Bay	R&J Construction	Community's contracted landscaper.	1250 cy	Unknown	Unknown	Unknown	Yes	No	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	\$ 6,500.00	\$ 8,625.00	\$ 6,900.00	No	ROW only. CY provided by contractor.
11/27/2018	Lockwood Folly	Grass Roots and Carolina Tree	Community's contracted landscaper.	14918 cy only 2128 cy verified as ROW by Grass Roots remaining 12,790 was combined debris from a community pit and hangers/leaners	Unknown	Due to eligible and ineligible debris being mixed, quantity was reduced by 50%. 14918cy x 50% x \$2/cy for incineration = \$14,918	Unknown	Yes	No	218/234 Mt. Pisgah Rd.	LCID	Burned	No	218/234 Mt. Pisgah Rd.	LCID	No	Burned	\$ 62,040.00	\$ 48,259.70	\$ 38,607.76	Yes	CY provided by contractor was extremely high. Quantity provided was combined ROW, H&L, and clean out of a debris pit that could have contained commercial debris or debris from before the storm. Due to eligible and ineligible debris being mixed, quantity was reduced by 50%.
11/29/2018	Meadowlands	Greenskeeper and 1-800-Got-Junk	Community's contracted landscaper and hired contractor.	512 cy Vegetative/4.65 tons C&D	Unknown	Unknown	Unknown	Yes	No	Unknown	Unknown	Unknown	Unknown	Horry County Landfill	Yes	Unknown	Unknown	\$ 15,442.00	\$ 3,849.00	\$ 3,142.44	No	ROW only. CY provided by contractor.
11/29/2018	Seascape	Carolina Tree	Previously used.	11850 cy combined amount from ROW, H&L and a community debris pit	Unknown	Unknown	Unknown	No	No	234 Mt. Pisgah Rd.	LCID	Unknown	No	234 Mt. Pisgah Rd.	LCID	No	Unknown	\$ 45,782.50	\$ 40,882.50	\$ 32,706.00	Yes	ROW only. CY provided by contractor was extremely high. Emailed HOA rep to verify ROW only, leaners & hangers, veg pit. Due to eligible and ineligible debris being mixed, quantity was reduced by 50%.
11/29/2018	Palmetto Creek	Noble's Professional Grounds Management	Unknown	33 loads x 10 cy = 330 cy	Unknown	Unknown	Unknown	Yes	No	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	\$ 11,060.00	\$ 2,277.00	\$ 1,821.60	Yes (single address)	ROW only. CY provided by contractor.
11/29/2018	Winding River	Phoenix Landscape Management Shawn Fitzgerald 843-957-9267	Unknown	413 dump truck loads x 16 cy = 6608 cy	Unknown	Unknown	Unknown	Yes	No	1704 Sunset Harbor Rd, Bolivia	YW	Storage Only	No	Unknown	Unknown	Unknown	Unknown	\$ 145,373.40	\$ 45,595.20	\$ 36,476.16	No	ROW only. CY provided by contractor.
12/4/2018	River Sea Plantation	Carolina Creations	Community's contracted landscaper.	15 loads x 12 cy = 180 cy	Unknown	Unknown	Unknown	Yes	No	Unknown	Unknown	Unknown	Unknown	Private site in Shallotte	Unknown	Unknown	Burning or grinding	\$ 25,030.00	\$ 1,242.00	\$ 993.60	Yes	ROW only. CY provided in request letter.
12/4/2018	The Bluffs	RoadBuilders, Inc. and Absolute Landscape Maintenance Co.	Community's contracted landscaper and only one available.	57 loads x 12 cy = 684	Unknown	Unknown	Unknown	Yes	No	Community site	Unknown	Burning	Unknown	Community site	Unknown	Burning	Unknown	\$ 26,209.00	\$ 4,719.60	\$ 3,775.68	Yes	ROW only. CY provided by community.
12/4/2018	Brantley Pointe	Judy's Landscaping	Bid Process	65 cy	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	\$ 850.00	\$ 448.50	\$ 358.80	No	ROW only. CY provided by contractor.
12/4/2018	The Farms at Snowfield	Shane's Tree Service/Top Shelf Waste	Lowest bidder/referral from builder.	Veg - 285.77 + 330 - 44.23 = 571.54/22.50 = 25.4 x 4 cy = 101.60 cy/C&D - 8.49 tons	Unknown	Unknown	Unknown	Yes	Yes	Direct haul to landfill.	Yes	Grinding/Landfilled	No	Brunswick County Landfill	C&D/Transfer Station/LCID/Compost	No	Grinding/Land filled	\$ 2,313.84	\$ 1,278.36	\$ 1,138.15	No	ROW only. CY provided by contractor.
12/4/2018	The Lakes at Brunswick Plantation	Carolina Creations	Community's contracted landscaper.	2 loads x 18 cy = 36 cy	Unknown	Unknown	Unknown	Yes	No	5399 Oak Tree Lane SW, Shallotte	Unknown	Unknown	Unknown	State Rd 1154, Shallotte	LCID	No	Unknown	\$ 4,255.00	\$ 248.40	\$ 198.72	Yes	ROW only. CY of dump truck verified by contractor.
																		\$ 482,355.74	\$ 184,928.51	\$ 148,121.51		

**Crowder Gulf Rates**

Item	Cubic Yards	Tons
ROW Pickup and Hauling	\$ 6.90	\$ 68.00
Debris Site Operations	\$ 1.25	
Processing of Debris (chipping/grinding)	\$ 2.40	\$ 25.00
Incineration	\$ 2.00	\$ 20.00
Recovery of Sand	\$ 9.00	\$ 80.00
Hauling material from DMS to final disposal	\$ 3.50	\$ 28.00

**Leaners/Hangers**

Hazardous Tree 6"-12.99"	\$ 30.00	Tree
Hazardous Tree 13"-24.99"	\$ 80.00	Tree
Hazardous Tree 25"-36.99"	\$ 125.00	Tree
Hazardous Tree 37"-48.99"	\$ 200.00	Tree
Hazardous Tree 49"	\$ 300.00	Tree
Trees with Hazardous Limbs 2" in Diameter or Greater	\$ 70.00	Tree



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**  
John Nichols, P.E.

**Action Item # VII. - 5.**

Utilities - Request for Board to Receive Information Regarding State Revolving Fund Rating System for Funding the Northwest Water Treatment Plant Advanced Treatment Improvements (John Nichols, Director of Public Utilities)

**Issue/Action Requested:**

Request that the Board of Commissioners receive information regarding State Revolving Fund (SRF) rating system for funding of the Northwest Water Treatment Plant Advanced Treatment Improvements and direct staff to send the attached letter to DEQ with a copy to legislative partners.

**Background/Purpose of Request:**

Brunswick County has submitted an application to the Department of Environmental Quality (DEQ) Division of Water Infrastructure for State Revolving Fund funding of proposed water treatment improvements for treating unregulated PFAS contaminants like GENX. However, we have been notified that it is unlikely that Brunswick County will be eligible for this SRF funding because the treatment of unregulated contaminants are not considered in their priority ranking system. Brunswick County has requested that the DEQ revise their priority rating system but has not received a response to its inquiries (see attached letter).

There are several different options that can be explored to enhance funding options through the SRF program administered by NCDEQ Division of Water Infrastructure. These include:

1. DEQ make GenX and PFAS removal in public water systems a priority for funding by adjusting the scoring method for SRF applications to give GENX/PFAS priority.
2. DEQ support legislative efforts to appropriate funds in the Drinking Water Infrastructure (DWI) fiscal budget to fund projects that are addressing GenX in the Cape Fear River for the purpose of providing drinking water to the public.
3. DEQ support pending congressional legislation to “bundle” unfunded SRF applications and fund them with Federal funds.

A letter has been included for your consideration to make this request to DEQ. Additional efforts to reach out to legislative partners could also positively impact these requests.

**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 information regarding State Revolving Fund (SRF) rating system for funding of the Northwest Water Treatment Plant Advanced Treatment Improvements and direct staff to send the attached letter to DEQ with a copy to legislative partners.

**ATTACHMENTS:**

Description

- ▣ Utilities - Letter to DEQ Requesting Revision to Priority Rating System - Attach 1
- ▣ Utilities - Proposed Letter for Consideration - Attach 2

# COUNTY OF BRUNSWICK

OFFICE OF THE COUNTY COMMISSIONERS  
BRUNSWICK COUNTY GOVERNMENT CENTER  
BOLIVIA, NORTH CAROLINA 28422

MAILING ADDRESS:  
POST OFFICE BOX 249  
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE  
(910) 253-2000  
(800) 442-7033 (NC)  
TELECOPY  
(910) 253-2004

June 22, 2018

Ms. Cathy Akroyd  
NC DEQ, Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633

Subject: State Water Infrastructure Authority – Public Comment Response

Dear Ms. Akroyd:

This letter is in response to the May 29, 2018, request for comment on proposed changes to the project priority rating systems for funding under the State Revolving Funds administered by the Division of Water Infrastructure.

As you are aware, there has been significant recent concern related to Per- and Polyfluoroalkyl Substances (PFAS), GEN-X, 1,4-Dioxane, and other emerging contaminants found in waters that serve as supply sources for North Carolina public drinking water systems. Under the current SRF project priority rating system, projects to reduce or eliminate the impact of these emerging contaminants do not qualify for Project Benefits points under the public health benefits or water supply source contamination items. Additionally, such projects are not specifically addressed in any of the Project Purpose points categories.

On behalf of Brunswick County, we request changes to the SRF funding program that would allow for prioritization of projects that provide a public health benefit specifically by addressing source water quality issues with PFAS, GEN-X, 1,4-Dioxane, or other emerging contaminants that impact public drinking water systems.

Actions that we support include:

1. Awarding 40 priority points under the Drinking Water SRF priority rating system to projects that will directly reduce or eliminate the impact of PFAS, GEN-X, 1,4-Dioxane, or other emerging contaminants of concern in North Carolina on the public.



Ms. Cathy Akroyd

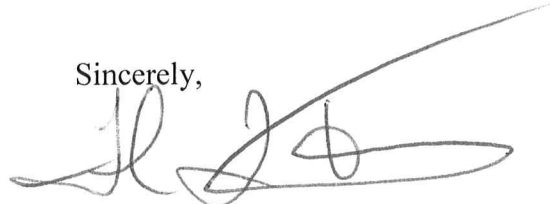
Page 2

June 22, 2018

2. Allocating specific funds to be utilized first for projects that will directly reduce or eliminate the impact of PFAS, GEN-X, 1,4-Dioxane, or other emerging contaminants of concern in North Carolina on the public.

We appreciate your consideration of these suggested actions which will assist utilities in addressing source water contamination concerns while providing safe, affordable drinking water to customers. Please let us know if we can be of assistance in providing further support for these actions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Williams', with a long, sweeping horizontal line extending to the right.

Frank Williams  
Chairman

January 7, 2019

Mr. Kim Colson  
NC DEQ, Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633

Subject: State Water Infrastructure Authority – Funding Priority for GenX/PFAS in Drinking Water Supplies

Dear Mr. Colson:

On May 29, 2018, the Division of Water Infrastructure (DWI) requested public comment on proposed changes to the project priority rating systems for funding under the State Revolving Funds administered by the DWI. Brunswick County responded with a letter (attached), requesting changes to the SRF funding program that would allow for prioritization of projects that provide a public health benefit specifically by addressing source water quality issues with PFAS, GenX, or 1,4-Dioxane, which are emerging contaminants (or contaminant classes) that impact North Carolina public drinking water systems.

To-date, Brunswick County has not received a response to this request; however, we understand that the requested modifications to the proposed funding priorities was not adopted. GenX is a significant issue for North Carolina communities, affecting hundreds of thousands of people through contamination of drinking water supply. Brunswick County would like to better understand the reasons that this issue was not made a funding priority by SWIA for the coming years. Further, we would like to explore opportunities for State funding to be made available through the SRF (or other) programs to assist public water systems, such as Brunswick County, with the funding of infrastructure projects to address GenX, PFAS, and 1,4-Dioxane found in drinking water systems. Specifically we would like to request that 1) DEQ make GenX and PFAS removal in public water systems a priority for funding by adjusting the scoring method for SRF applications to give GENX/PFAS priority; 2) support legislative efforts to appropriate funds in the Drinking Water Infrastructure (DWI) fiscal budget to fund projects that are addressing GenX in the Cape Fear River for the purpose of providing drinking water to the public; and 3) support pending congressional legislation to “bundle” unfunded SRF applications and fund them with Federal funds.

Mr. Kim Colson

Page 2

January 7, 2019

We appreciate your office providing a response on these items and also the opportunity to meet in-person to discuss possible funding options.

Sincerely,

Frank Williams

Chairman

Brunswick County Board of Commissioners

Enclosure

cc: The Honorable Thom Tillis  
The Honorable Richard Burr  
The Honorable David Rouzer  
The Honorable Bill Rabon  
The Honorable Frank Iler  
The Honorable Deb Butler



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**January 7, 2019**

**From:**  
Andrea White

**Action Item # IX. - 1.**

Closed Session - Approve Closed Session Minutes and Discuss Matters Relating to the Location or Expansion of Industries or Other Businesses

**Issue/Action Requested:**

Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

**Background/Purpose of Request:**

**Fiscal Impact:**

**Approved By County Attorney:**

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.