

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

**July 1, 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 - Brunswick Regional Water & Sewer H2Go Acceptance of Petition for Annexation 133 Investments LLC

Request that the Board of Commissioners receive correspondence as certification for Brunswick Regional Water & Sewer H2Go's acceptance of a petition for annexation of 133 Investments, LLC.

2. Administration - Food Service Contract Extension

Request that the Board of Commissioners approve a month-to-month extension of a food service agreement with Trinity Services Group, Inc.

3. Administration - Schedule a Special Meeting

Request that the Board of Commissioners schedule a Special Meeting on July 23, 2019 at 3:00 p.m. for the purpose of receiving information on water, sewer, and related issues in Northeast Brunswick County and provide direction to staff, and hold a closed session for personnel.

4. Board Appointment - Child Fatality Prevention Team

Request that the Board of Commissioners appoint Dennis Doll to the Brunswick County Child Fatality Prevention Team.

5. Clerk to the Board - Meeting Minutes

Request that the Board of Commissioner approve the draft minutes from the June 17, 2019 Regular meeting.

6. Code Administration - Building Permit Refund Policy Revision

Request that the Board of Commissioners approve a revision to the Brunswick County Code Administration Policy for refunds of building permit fees.

7. Emergency Services - State Medical Assistance Team Memorandum of Agreement

Request that the Board of Commissioners approve the Memorandum of Agreement for the State Medical Assistance Team trailer and operations of the trailer.

8. 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.

**-NC Education Lottery Application**

Request that the Board of Commissioners authorize the Chairman to execute the signed North Carolina Education Lottery application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding application for debt payment/bond payment in the amount of \$800,000 for FY2019-2020.

**-Budget Amendment and Capital Project Ordinance Brunswick County Schools**

Request that the Board of Commissioners authorize the Chairman to execute the Brunswick County Schools Budget Amendment and transfer \$3,000,000 back to Ad Valorem Contingency for return of Hurricane recovery funding as approved by the Brunswick County Board of Education on June 18, 2019.

**-FY20 JCPC Funding Budget Amendments**

Appropriate state revenues restricted of \$176,737 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 5/20/19 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration \$6,500, Coastal ART \$30,000, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) \$26,426, Providence Home \$15,000, Teen Court \$49,171, Restitution \$49,640.

**-Airport Grant 36244.58.10.4 Budget Amendment and CPO**

Appropriate additional state revenues of \$20,046 and transfer local match of \$2,227 to airport grant 36244.58.10.4 for West Apron Expansion Phase II Design.

**- Budget Ordinance Clarification for Water Fee Changes**

Retail block rates approved for FY 20 are for all retail customer meter sizes not only for those meter sizes that included usage block changes from 6,000 to 5,000 gallons.

**-Budget Amendment for Town of Leland Ambulance and Equipment Purchase**

Appropriate \$160,221 in commissioner contingency funds for the purchase of 2016 Dodge Ram 4500 Ambulance value estimate \$160,500, Ambulance 2 (reserve unit) value estimate \$25,000, 3 Power Stretchers value estimate \$36,195 and Miscellaneous Medications value estimate \$500.

9. Finance - Kronos Service Agreement Renewal

Request that the Board of Commissioners approve the renewal support agreement with Kronos for the County's payroll timekeeping services and authorize the County Manager to execute.

10. Governing Body - NCACC Voting Delegate

Request that the Board of Commissioners designate Commissioner Pat Sykes as the voting delegate to represent Brunswick County at the NCACC Annual Conference in Guilford County.

11. Governing Body - Proclamation - Brunswick County First Responders Week

Request that the Board of Commissioners proclaim July 21 - 27, 2019 as Brunswick County First Responders Week.

12. Health and Human Services - Health Services - Carolina Healthcare Associates, Inc. Service Contract

Request that the Board of Commissioners approve the FY19-20 contract between the County and Carolina Healthcare Associates, Inc.

13. Health and Human Services - Health Services - Flu Season Report

Request that the Board of Commissioners review and approve the 2018-2019 Influenza Season Annual Report.

14. Health and Human Services - Health Services - Memorandum Of Understanding regarding Preparedness Resource Sharing Policy

Request that the Board of Commissioners approve the Memorandum of Understanding regarding Preparedness Resource Sharing Policy - Brunswick and New Hanover Counties.



15. Utilities - Information Regarding Sewer System Permits

Request that the Board of Commissioners receive information pertaining to the letter from the North Carolina Department of Water Quality regarding issuance of sewer system permits.

16. Health and Human Services - Social Services: Annual Energy Outreach Plan

Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2019-2020.

17. Health and Human Services - Social Services - Non-Profit Contracts

Request that the Board of Commissioners approve the renewal of contracts between Brunswick County and the non-profit agencies Hope Harbor Home, Inc., Brunswick Family Assistance, Coastal Horizons Center, Inc., Providence Home, and Brunswick Housing Opportunities.

18. Health and Human Services - Social Services - Vantage Pointe, Inc. Contract

Request that the Board of Commissioners approve a contract with Vantage Pointe, Inc.

19. Health and Human Services - Social Services - Vantage Pointe, Inc. Contract Amendment

Request that the Board of Commissioners approve the contract amendment to adjust the capitated amount from \$25,000 to \$29,000 for Vantage Pointe, Inc.

20. Health and Human Services - Social Services - Woodard's Adult Day Health Care

Request that the Board of Commissioners approve the contract for Woodard's Adult Day Health Care for FY19-20.

21. Health and Human Services - Social Services - Wortman Law Firm Contract

Request that the Board of Commissioners approve the contract for Wortman Law Firm, PLLC.

22. Operation Services - Ground Water Monitoring

Request that the Board of Commissioners approve a service agreement with Wood Environment and Infrastructure Solutions, Inc. (Wood) for semi-annual sampling of ground-water wells at the Brunswick County Landfill as required by the North Carolina Department of Environmental Quality (NCDEQ).

23. Sheriff's Office - Contract with Johnson Industrial Machinery Services for Detention Center Renovation Project

Request that the Board of Commissioners approve a contract with Johnson Industrial Machinery Services, Inc. to replace all detention center showers.

24. Sheriff's Office - Renewal of Motorola Solutions Service Agreement

Request that the Board of Commissioners approve an annual service agreement with Motorola Solutions to continue infrastructure support of the 911 Center in the amount of \$27,787.92.

25. Superior Court Judge's Office - Memorandum of Agreement with NC Administrative Office of the Courts

Request that the Board of Commissioners approve the annual renewal of Memorandum of Agreement between Brunswick County, Judge Ola M. Lewis and the North Carolina Office of the Courts for the Trial Court Coordinator State Employee Position.

26. Tax Administration - July 2019

Request that the Board of Commissioners approve the July 2019 releases.

27. Utilities - Applied Criteria to Utilize Design-Build Delivery Method for Construction

of 211 WTP New Lab Building

Request that the Board of Commissioners approve the application of the previously adopted criteria to utilize the design-build delivery method for the construction of the 211 Water Treatment Plant (WTP) Lab Building Project.

28. Utilities - Resolution for Specialty Products (Wastewater) Purchase Authorization Formal Bidding Exception

Request that the Board of Commissioners approve by resolution authorization for purchase of specialty products for Public Utilities as an exception to formal bidding requirements in accordance with NCGS 143-129 (e ) (6).

29. Utilities - Sole Source Resolutions for Specialty Products (Water) and For Water Meter Replacements and Installation

Request that the Board of Commissioners approve two resolutions, one authorizing the purchase of specialty products for Public Utilities and the other authorizing purchase of specialty water meters for replacement and installation, both as exceptions to formal bidding requirements in accordance with NCGS 143-129 (e ) (6).

## **VI. Presentation**

1. Governing Body - Certificate of Excellence in Financial Reporting and Distinguished Budget Presentation Award (Frank Williams Chairman)

Request that the Board of Commissioners Receive a Presentation of the Government Finance Officers Association Certificate of Excellence in Financial Reporting and Distinguished Budget Presentation Award.

2. Governing Body - Proclamation Honoring Cape Fear Council of Governments Executive Director Chris May (Commissioner Mike Forte)

Request that the Board of Commissioners approve a proclamation recognizing Cape Fear Council of Governments Executive Director Chris May for his 47 years of public service.

3. Health and Human Services - Trillium Presentation on Hurricane Florence Recovery Efforts, (Ashley Rhea, Trillium Health Resources)

Request that the Board of Commissioners receive a presentation on Hurricane Florence recovery efforts from Trillium Health Resources

## **VII. Administrative Report**

1. Planning - Interlocal Agreement for Municipal Planning Services - Northwest (Kirstie Dixon, Planning Director)

Request that the Board of Commissioners approve an Interlocal Agreement with the City of Northwest to provide municipal planning services.

2. Utilities - Interlocal Agreement Regarding Raw Water Pipeline Design, Construction, and Ownership (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve the attached Interlocal Agreement Regarding Raw Water Pipeline Design, Construction, and Ownership subject to minor legal revisions reviewed and approved by the County Attorney.

## **VIII. Board Appointments**

1. Annual Board Appointments

Request that the Board of Commissioners approve several board appointments as presented.

**IX. Other Business/Informal Discussion**

**X. Closed Session**

1. Closed Session - Approve Closed Session Minutes and Discuss Personnel

Request that the Board of Commissioners enter in Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(6) to discuss personnel.

**XI. Adjournment**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**

Ann Hardy

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

Administration - Brunswick Regional Water & Sewer H2Go  
Acceptance of Petition for Annexation 133 Investments LLC

**Issue/Action Requested:**

Request that the Board of Commissioners receive correspondence as certification for Brunswick Regional Water & Sewer H2Go's acceptance of a petition for annexation of 133 Investments, LLC.

**Background/Purpose of Request:**

Brunswick Regional Water & Sewer H2Go notified the county by certified correspondence dated June 21, 2019 that the district received a petition for annexation for properties known as 133 Investments, LLC. NC Statute 130A-69(g) provides for the extension of boundaries of a sanitary district by petition signed by owners of all real property within the territory to be annexed. H2Go action on June 18, 2019 accepted by resolution and the annexation was adopted.

The Board of Election and Tax Administrator have been notified.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive correspondence as certification for Brunswick Regional Water & Sewer H2Go's acceptance of a petition for annexation of 133 Investments, LLC.

**ATTACHMENTS:**

Description

- ▣ Certification for annexation of 133 Investments LLC

Brunswick Regional  
**H<sub>2</sub>GO**  
Water and Sewer

RECEIVED

JUN 26 2019

BRUNSWICK CO. ADMIN.

June 21, 2019

Brunswick County Board of Commissioners  
PO Box 249  
Bolivia, NC 28422

RE: H2GO Annexation of Property  
133 Investments, LLC

Commissioners,

On the 11<sup>th</sup> of June 2019, Brunswick Regional Water & Sewer H2GO received a PETITION FOR ANNEXATION for properties known as 133 Investments, LLC. North Carolina General Statute 130A-69(g) provides for the extension of the boundaries of a sanitary district by petition signed by the owners of all real property within the territory to be annexed.

By H2GO Board action on June 18, 2019, the PETITION FOR ANNEXATION was accepted, and by resolution the annexation was adopted. Attached for your files is a copy of the PETITION FOR ANNEXATION, and the adopted Resolution of Annexation of Property known as 133 Investments, LLC.

Please consider this correspondence as certification to the Brunswick County Board of Commissioners for annexation of 133 Investments, LLC, properties into the district limits of Brunswick Regional Water & Sewer H2GO.

Sincerely,



Teresa Long  
Clerk to the Board  
Brunswick Regional Water & Sewer H2GO  
[tlong@H2GOonline.com](mailto:tlong@H2GOonline.com)

Cc: Steve Randone, IT/MIS/GIS Director  
Sara Knotts, Director of Elections

# BRUNSWICK REGIONAL WATER & SEWER H2GO

## ANNEXATION OF PROPERTY known as SEABROOKE DEVELOPMENT, LLC

Resolution 2019-06-01

**Whereas**, Brunswick Regional Water & Sewer H2GO is a body politic and corporate, and

**Whereas**, North Carolina General Statute 130A-69(g) provides for the extension of the boundaries of a sanitary district by petition signed by the owners of all real property within the territory to be annexed, and

**Whereas**, Brunswick Regional Water & Sewer H2GO has received a PETITION FOR ANNEXATION for property known as SEABROOKE DEVELOPMENT, LLC, attached and made a part hereof, which includes four (4) parcels with a total acreage of approximately 513.05 acres, and

**Whereas**, the SEABROOKE DEVELOPMENT, LLC, properties are contiguous to and adjoin existing boundaries of Brunswick Regional Water & Sewer H2GO.

**Now Therefore Be It Resolved**, by the H2GO Board of Commissioners, that the PETITION FOR ANNEXATION presented by SEABROOKE DEVELOPMENT, LLC, is received and accepted; and upon adoption and execution of this resolution, the SEABROOKE DEVELOPMENT, LLC, properties are hereby annexed into the boundaries of Brunswick Regional Water & Sewer H2GO.

**Be It Further Resolved**, by the H2GO Board of Commissioners, that the Clerk to the Board is directed to certify, to the Brunswick County Board of Commissioners, this annexation of the SEABROOKE DEVELOPMENT, LLC, properties.

**Adopted** this 18<sup>th</sup> day of June 2019, by the Board of Commissioners, Brunswick Regional Water & Sewer H2GO.

  
\_\_\_\_\_  
Jeff Gerken, Chairman  
\_\_\_\_\_  
William Beer, Secretary  
\_\_\_\_\_  
Teresa Long, Clerk to the Board

## AFFIDAVIT

STATE OF NORTH CAROLINA )  
:  
COUNTY OF BRUNSWICK )

Bob Walker, being duly sworn, deposes and says the following:

1. I am the Executive Director of Brunswick Regional Water & Sewer H2GO.
2. That on the 12<sup>th</sup> of June 2019, I did receive, via hand delivery, a PETITION FOR ANNEXATION from SEABROOKE DEVELOPMENT, LLC, voluntarily executed by its Member Manager, Steve Shuttleworth, dated June 10, 2019.
3. That the PETITION is signed by the owners of all real property within the territory to be annexed.
4. That the present outside boundary of Brunswick Regional Water & Sewer H2GO, relevant to the PETITION, is the MOTSU RR east of the SEABROOKE DEVELOPMENT, LLC, properties.
5. That the PETITION map shows the current boundaries of Brunswick Regional Water & Sewer H2GO and the proposed annexed boundaries.
6. That the SEABROOKE DEVELOPMENT, LLC, properties are contiguous to and adjoin the existing boundaries of Brunswick Regional Water & Sewer H2GO.

Further this affiant sayeth not.

This the 12<sup>th</sup> day of June 2019.

Bob Walker  
Bob Walker

State of North Carolina

County of Brunswick

Bob Walker personally appeared before me and swore to the and subscribed the foregoing document in my presence on the date indicated below.

Witness my hand and notarial seal this the 12<sup>th</sup> day of June 2019.

Teresa H. Long  
Notary Public

My Commission Expires:

10-05-2023





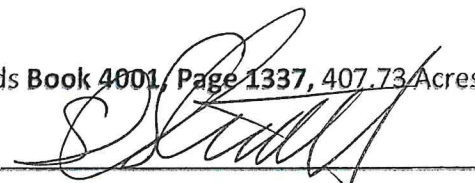
## PETITION FOR ANNEXATION

We, the undersigned owners of real property located in Brunswick County, North Carolina, contiguous to and adjoining the Brunswick Regional Water & Sewer H2GO Sanitary District, do hereby petition the H2GO Board of Commissioners for annexation of our real property into the Sanitary District limits of Brunswick Regional Water & Sewer H2GO.

Dated this 10<sup>th</sup> day of June, 2019.

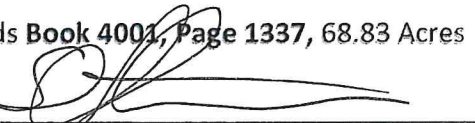
Parcel #0460006003, Brunswick County Register of Deeds Book 4001, Page 1337, 407.73 Acres

Owner: Seabrooke Development, LLC  
214 Quilon Circle  
Wilmington, NC 28412

Signature:   
Steve Shuttleworth member/manager  
Type or Print Name and Title

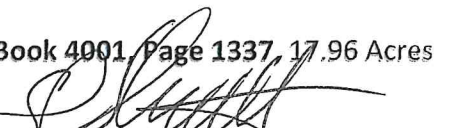
Parcel #0460006002, Brunswick County Register of Deeds Book 4001, Page 1337, 68.83 Acres

Owner: Seabrooke Development, LLC  
214 Quilon Circle  
Wilmington, NC 28412

Signature:   
Steve Shuttleworth member/manager  
Type or Print Name and Title

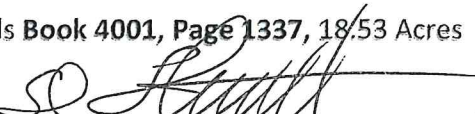
Parcel #04600060, Brunswick County Register of Deeds Book 4001, Page 1337, 17.96 Acres

Owner: Seabrooke Development, LLC  
214 Quilon Circle  
Wilmington, NC 28412

Signature:   
Steve Shuttleworth member/manager  
Type or Print Name and Title

Parcel #0460006005, Brunswick County Register of Deeds Book 4001, Page 1337, 18.53 Acres

Owner: Seabrooke Development, LLC  
214 Quilon Circle  
Wilmington, NC 28412

Signature:   
Steve Shuttleworth member/manager  
Type or Print Name and Title



PETITION FOR ANNEXATION

STATE OF NORTH CAROLINA )

COUNTY OF BRUNSWICK )

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Steve Shuttleworth personally known to me, personally came before me this day and acknowledged that she/he is the Member Manager of Seabrooke Development, LLC, and that she/he, as Member Manager, being authorized to do so, voluntarily executed the foregoing on behalf of Seabrooke Development, LLC for the purposes stated therein.

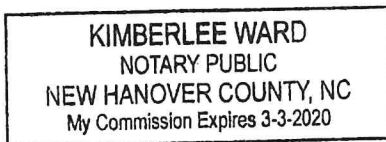
WITNESS my hand and official seal or stamp this 10th day of June, 2019.

Kimberlee Ward  
Notary Public

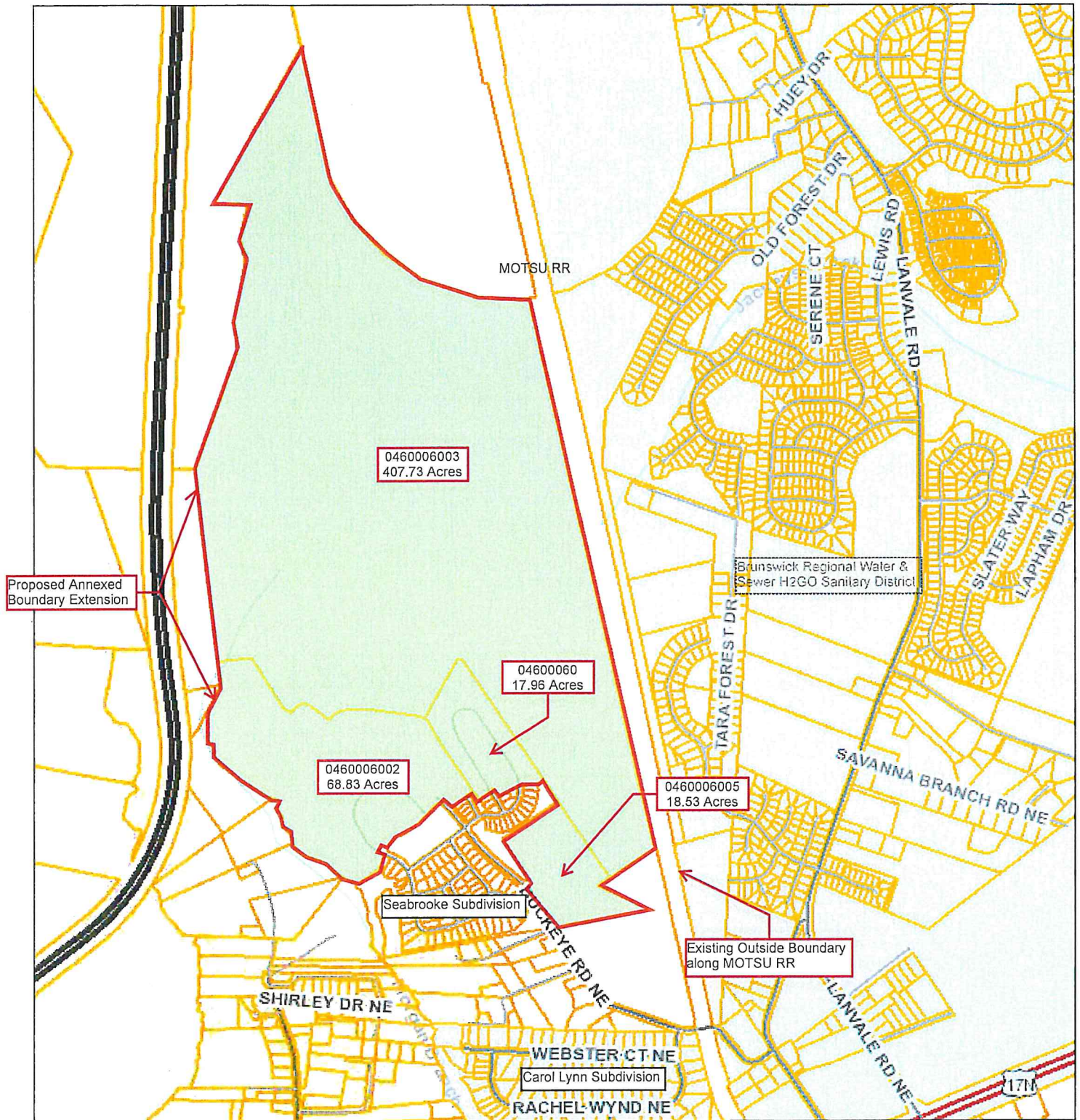
Kimberlee Ward  
Print Notary Name

My Commission Expires: 3-3-2020

[OFFICIAL SEAL/STAMP]



# Seabrooke Development, LLC Petition for Annexation Map



**Seabrooke Development, LLC**  
**Annexation Parcels**  
0460006003 - 407.73 acres  
0460006002 - 68.83 acres  
04600060 - 17.96 acres  
0460006005 - 18.53 acres

Brunswick Regional  
Water & Sewer H2GO



**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$1,420.00

Parcel Identifier No. 04600060

Mail/Box to: Grantee

This instrument was prepared by: Alexander Ricks PLLC (DAM) 4601 Park Road, Suite 580, Charlotte, NC 28209

Brief description for the Index: SeaBrooke Phase 2

This instrument prepared by: Alexander Ricks, PLLC, licensed North Carolina attorneys. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

THIS DEED made this 28<sup>th</sup> day of December, 2017, by and between

GRANTOR

GRANTEE

**REO FUNDING SOLUTIONS III, LLC**  
a Georgia limited liability company4600 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402**SEABROOKE DEVELOPMENT, LLC**  
a North Carolina limited liability company211 Quilon Circle  
Wilmington, NC 28412

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Brunswick County, North Carolina and more particularly described as follows (the "**Property**"): **SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**The Property was acquired by Grantor by instruments recorded in **Book 3346, Page 236 and/or Book 3346, Page 251.**

All or a portion of the Property does not include the primary residence of a Grantor.

*Return to:  
Deb Butler*



TO HAVE AND TO HOLD the Property unto Grantee, it successors and assigns forever, together with any and all buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances thereunto belonging, in fee simple.

AND the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions expressly stated in this deed.

Title to the Property is specifically conveyed subject to the following exceptions:

(a) the lien of ad valorem real property taxes and assessments that are not yet due and payable for the current year and for subsequent years; (b) all exceptions, if any, to coverage listed in Grantee's owner's policy of title insurance; (c) all matters that would be disclosed by a current, accurate on the ground survey of the Property; and (d) zoning, land use and building laws, regulations and ordinances affecting the Property.

The Property is conveyed on an "AS IS, WHERE IS" condition and basis except as otherwise provided in this deed, and Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to: (a) the value, nature, quality or condition of the Property, (b) the suitability of the Property for any activities and uses, (c) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, or (d) any other matter with respect to the Property except Grantor's warranties of title in this deed.

**Grantee hereby accepts the condition of the Property AS IS, WHERE IS, with all faults except as otherwise provided in this deed.**

**[SIGNATURE AND ACKNOWLEDGEMENT TO APPEAR ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

REO FUNDING SOLUTIONS III, LLC

By: [Signature]  
Name: \_\_\_\_\_  
Title: Rudy Newell  
Vice President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

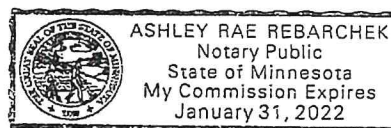
I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Rudy Newell personally known to me, personally came before me this day and acknowledged that she/he is the Vice President of REO FUNDING SOLUTIONS III, LLC, and that she/he, as Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of REO FUNDING SOLUTIONS III, LLC for the purposes stated therein.

WITNESS my hand and official seal or stamp this 26 day of Dec., 2017.

[Signature]  
Notary Public  
Print Notary Name: Ashley Rebarchek

My Commission Expires: 4/31/22

[OFFICIAL SEAL/STAMP]







**EXHIBIT A**  
**to Special Warranty Deed**

**Legal Description**

A tract of land located in Towns Creek Township, Brunswick County, North Carolina and being more particularly described as follows: Beginning at a point marking the southwestern corner of the Amy Anderson Hanna & John Wesley Anderson Tract as described in Deed Book 962 Page 724 of the Brunswick County Register of Deeds, said point also marking the northwestern corner of a tract of land conveyed to Roy T. Sullivan in Deed Book 1113 Page 896 of said registry, and running thence from said beginning point, along the run of Goodman Branch, the following courses and distances: North 02° 31' 03" West 42.76', North 44° 10' 03" West 118.42', North 19° 58' 27" East 56.28', North 06° 35' 47" West 140.86', North 40° 26' 11" West 63.58', North 04° 04' 01" East 92.27', North 20° 07' 47" West 156.66', North 18° 15' 33" West 57.47', North 60° 37' 58" West 78.60', North 48° 16' 48" West 102.54', North 24° 33' 35" West 84.46', North 79° 28' 36" West 132.39', North 38° 50' 35" West 140.10', South 89° 23' 03" West 141.69', North 32° 30' 49" West 250.59', North 42° 10' 58" West 143.06', North 03° 10' 26" East 108.43', North 05° 32' 46" West 74.61', North 27° 46' 19" East 83.78', North 63° 14' 41" West 80.88', North 71° 52' 26" West 94.10', North 55° 41' 10" West 85.27', North 56° 46' 31" West 102.64', North 54° 37' 27" West 175.67', North 59° 16' 49" West 80.68', North 56° 22' 47" West 87.52', North 24° 46' 53" West 19.90', North 58° 56' 25" West 30.36', North 25° 33' 06" West 20.34', North 07° 37' 39" West 23.58', North 05° 20' 49" East 12.76', North 28° 10' 28" West 11.49', North 20° 50' 15" West 41.94', North 20° 03' 43" West 15.07', North 42° 28' 12" West 93.33', North 09° 05' 50" West 49.68', North 20° 50' 45" East 11.04', North 17° 27' 38" West 11.64', North 16° 19' 21" West 58.27', North 05° 42' 41" East 17.91', North 04° 45' 44" West 17.88', North 03° 48' 25" West 28.02' to an iron pipe, thence running North 00° 24' 32" East 105.91', North 18° 38' 38" East 103.65', North 42° 27' 56" East 112.42', North 37° 45' 34" East 87.79' to a point marking the southeast corner of a tract of land conveyed to James Robert Small in Deed Book 484 Page 702 of said registry, and running thence along the eastern line of said Small tract, North 09° 36' 39" West 2115.00' to a point marking the northeast corner of said Small tract, said point also being the southeast corner of a tract of land conveyed to Sustainable Forests, LLC in Deed Book 1231 Page 861 of said registry, running thence with the dividing line between said Sustainable Forests tract and said Anderson tract North 19° 22' 57" East 1320.42', North 09° 05' 54" West 340.76', North 14° 30' 42" East 523.41', North 14° 19' 33" West 264.26', North 16° 23' 56" East 344.91', North 87° 06' 04" West 348.97', North 59° 17' 22" East 1456.04' to a point in the western line of a tract of land depicted on the United States Government Sunny Point Railroad Map, running thence with the dividing line between said U.S. Government tract and the aforementioned Anderson tract South 12° 54' 20" East 870.00', South 27° 52' 43" East 491.10', South 42° 52' 50" East 491.10', South 57° 52' 46" East 491.10', South 72° 52' 42" East 491.10', South 87° 52' 56" East 491.10', North 77° 06' 50" East 391.00', North 62° 07' 10" East 381.89' to a point in the western line of a tract of land conveyed to Tri-Stok Properties, LLC in Deed Book 2094 Page 966 of said registry, running thence with the dividing line between said Tri-Stok tract and the aforementioned Anderson tract South 56° 57' 28" East 654.77', South 26° 02' 37" West 763.76', South 05° 18' 54" West 540.79', South 75° 10' 27" East 20.64' to a point marking the northwest corner of a tract of land conveyed to Sud Properties, Inc. in Deed Book 2265 Page 631 of said registry, running thence with the dividing line between said Sud tract and the aforementioned Anderson tract, South 12° 53' 38" East 3767.55' to an existing concrete monument in the northern line of a tract of land conveyed to Homer Inman in Deed Book 238 Page 296 of said

[ continued on next page ]



registry, running thence with the dividing line between said Inman tract and the aforementioned Anderson tract South 77° 27' 27" West 99.91', South 78° 04' 18" West 99.95', South 77° 09' 28" West 204.72' to an existing iron pipe, thence with another dividing line of said tracts South 56° 41' 41" West 435.74' to an existing iron pipe, thence with another dividing line of said tracts South 56° 41' 41" West 148.70' to an existing iron pipe, thence with another dividing line of said tracts South 66° 42' 52" East 577.00' to an existing iron pipe, thence with another dividing line of said tracts South 78° 47' 08" West 957.32' to an iron pipe in the eastern right of way line of Buckeye Road (SR #1415-60' public right of way), thence with said line North 32° 26' 47" West 381.63' to an iron pipe, thence North 33° 33' 34" West 117.34' to an iron pipe marking the terminus of Buckeye Road, thence South 56° 26' 26" West 60.00' to an iron pipe, thence with the western line of Buckeye Road South 33° 33' 34" East 116.76' to an iron pipe and South 32° 26' 47" East 357.41' to an iron pipe, thence leaving said right of way and running with the southern line of the above referenced Anderson tract South 79° 19' 22" West 572.42' to an existing iron pipe, thence continuing with the southern line of said Anderson tract South 78° 36' 31" West 1156.51' to the point of beginning, containing 590.06 acres more or less.

EXCEPTING, HOWEVER, from the forgoing tract any portion thereof which lies west of the run of Goodman Branch.

LESS AND EXCEPT the following:

Lots 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 61, 63, 64, 66, 67, 68, 69, 117, 122, 123, 124, 148, 149, 150, 165, 166, 167, 168, 169, 170, 171, 172, 173 and 174 as shown on the Final Plat (Re-Recording) SeaBrooke Subdivision, Phase 1, recorded in Book 51, at Pages 80-86, Brunswick County, NC Register of Deeds.



[illegible][illegible]

**SURVEY NOTES:**

1. This data is derived from information gathered by an actual field survey made by this office March, 2016. The purpose of this survey is to subdivide an existing parcel of land. Tract A, B, C, D, & E are of another category and is exempt from subdivision.
2. Vertical datum used for this project is NAVD 83/NAIPS 2011 (US Survey Feet).
3. Horizontal datum used for this project is NAD 83 (Gauss 1983).
4. All distances are localized horizontal ground measurements unless otherwise noted.
5. All areas are computed by coordinate computation method.
6. All "V"IP" are computed by coordinate computation method.
7. The tract is located within FEMA "Zone X" per FEMA Flood Insurance Rate Map (FIRM) 1700001Z (effective date 12/2006).
8. The proposed subdivision is not subject to a current flood hazard report and may be subject to any floodplain laws, encroachments or a currently a full and complete flood hazard report may reveal.
9. The proposed subdivision is not subject to a current flood hazard report and may be subject to any floodplain laws, encroachments or a currently a full and complete flood hazard report may reveal.
10. All adjacent lands have been adjusted to remain the full amount around the property of the owner.

[illegible]

GPS STATEMENT

THE LOCALIZED COORDINATE SYSTEM USED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED FOR "GPS" WITH HAD 83.74° EAST, THE PLANE GRID COORDINATES OF

NORTHING: 141,100.00  
EASTING: 2,291,591.750 (1)

ELEVATION: 38.41' (NAVD 83, GEOID 12B)

THE AVERAGE COUMBED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS 1.000000. MEASUREMENTS ARE LOCALIZED GROUND HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED. LOCALIZED GROUND HORIZONTAL DISTANCES SERVED HORIZONTAL GRID TIE FROM NCS1000000 NAVJAVE RESET (SEE VICINITY MAP)

TO GPS1: SA83121.551 E 67.7512° (GRID)  
FROM GPS1 TO EP1 N80.011° W 296.99' (LOCALIZED GROUND)  
FROM GPS2 TO EP16 N35.22° 55' W 227.84' (LOCALIZED GROUND)

1. Richard A. Trickett, *certified to use the following:*

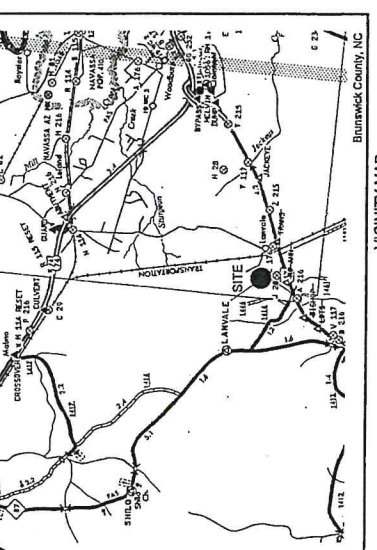
☐ (1) That the survey creates a subdivision of land within the area of the county or municipality that has no evidence that regulates parcels of land;

☐ (2) That the survey is of a subdividing parcel of land;

☒ (3) That the survey is of a mother-in-law unit, or other combination of existing parcels, a court-ordered parcel, or other exception to the definition of subdividing;

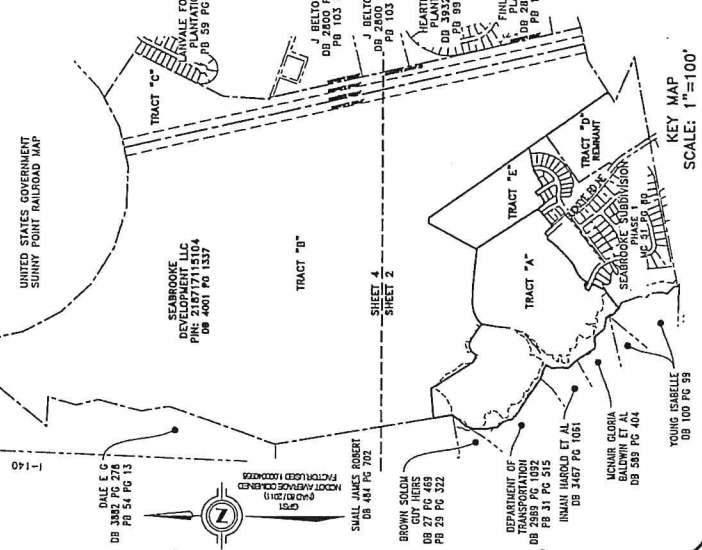
☐ (4) That the subdivision is the survey or is such that the survey or is such that the survey is not a subdivision of land for the constitutional ability to provide for a subdivision; (c) through (g) above.

*[Signature]*  
Professional Land Surveyor Number 1A-6468



NORTH CAROLINA  
 BRUNSWICK COUNTY  
 Filed for registration on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 at (A.M./P.M.) and recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_  
 Register of Deeds  
**SUBDIVISION WAIVED**  
 PARCEL AREA \_\_\_\_\_  
 TOTAL ACRES \_\_\_\_\_  
 TRACT # A-2681-453-5F  
 600 AAC  
 60-28 AC  
 L. M. Page, Review Officer for Brunswick County,  
 certify that this change or plat to which this certification is  
 affixed meets all statutory requirements for recording.  
 Date 3/3/18 L. M. Page  
 Review Officer

Planning Director or Designee  
 Date: 5/3/16  
 M. Dicks

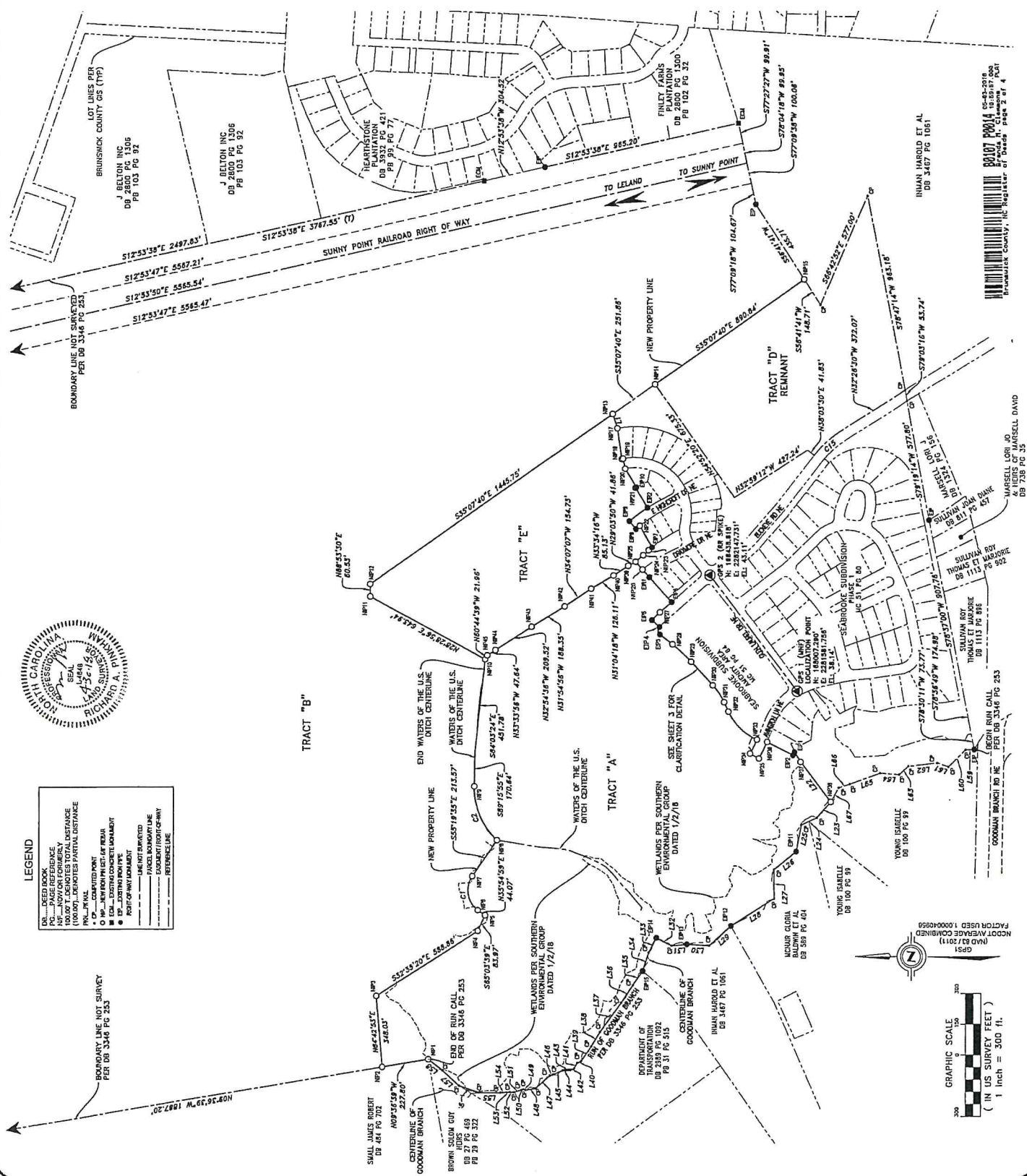


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Umapalini 107 Page 13  
5/3/18  
164



DATE 4/30/18	SCALE 1" = 300'
DRAWN BY D.P.P.	CHECKED BY R.A.P.
REVISONS	
-DESCRIPTION- SUBDIVISION MAP	
SHEET 2 OF 4	



AD

5/3/18

Wmap barnet 107 Page 14

9/17/01

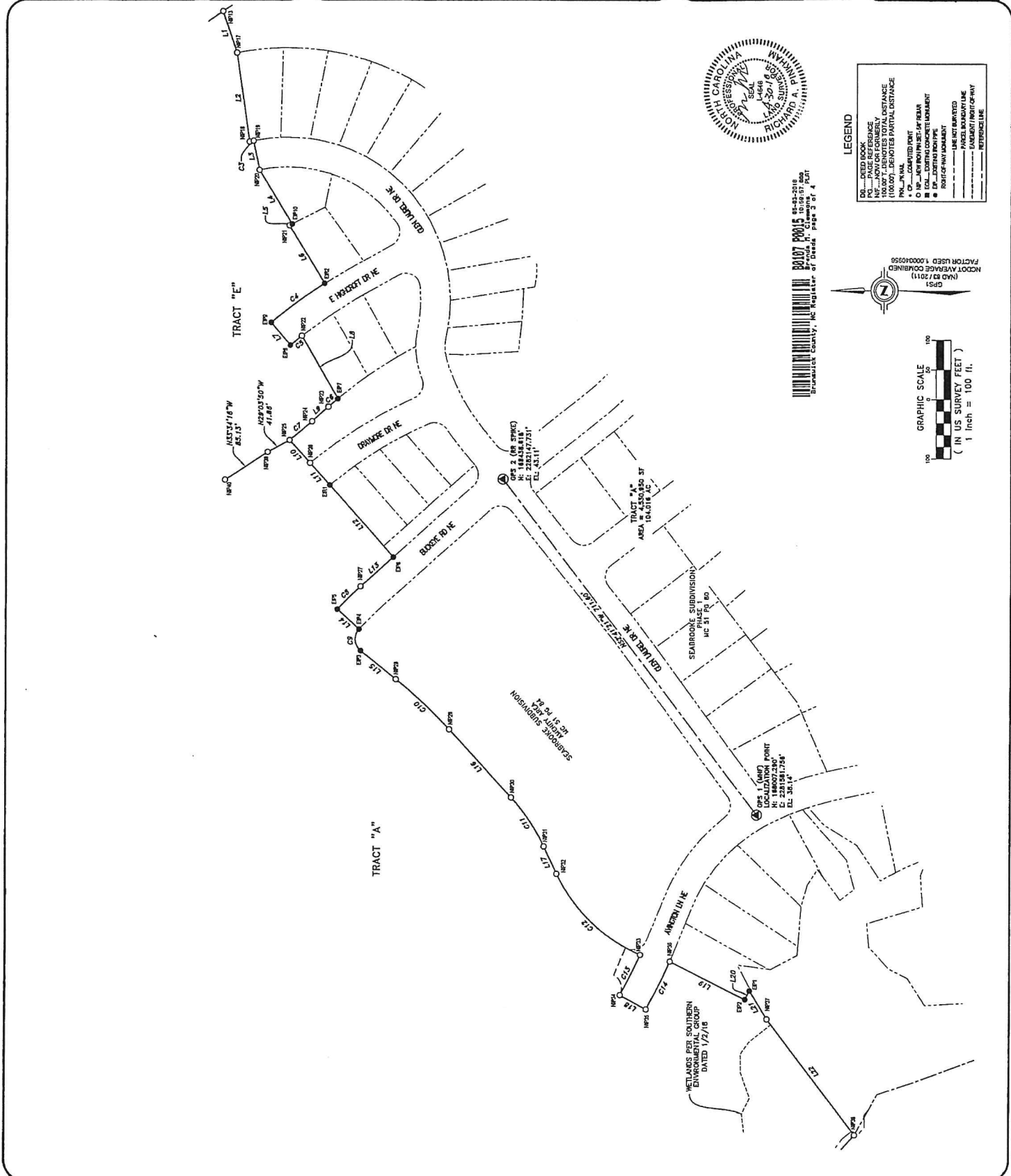
PROFESSIONAL LAND SURVEYING SERVICES BY:  
**ESP ASSOCIATES, P.A.**  
GEOMATICS • MOBILE • HYDROGRAPHIC • SUBSURFACE  
211 Raehne Drive, Suite 101  
Wilmington, North Carolina 28403  
(910) 313-6648 / www.espassociates.com / License # C-0587

SUBDIVISION MAP SURVEY OF  
**SEABROOKE SUBDIVISION**  
LYING WITHIN  
**TOWNCREEK TOWNSHIP**  
**BRUNSWICK COUNTY, N.C.**

LAND SURVEYING SERVICES PROVIDED FOR:  
**COASTAL LAND DESIGN, PLLC**  
211 N. Front St Suite 201  
Wilmington, North Carolina, 28401

DATE	SCALE
4/30/18	1" = 100'
D.P.P.	R.A.P.
REVISIONS	
DESCRIPTION	
SUBDIVISION MAP	
SHEET	
3 OF 4	

3064



10/1

5/3/18

Map Cabinet 107 Page 15





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

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

**From:** Administration - Food Service Contract Extension  
Steve Stone, Deputy County Manager

**Issue/Action Requested:**

Request that the Board of Commissioners approve a month-to-month extension of a food service agreement with Trinity Services Group, Inc.

**Background/Purpose of Request:**

The County in 2013 entered into a five-year agreement with Trinity Services Group, Inc to provide for our detention meals as well as to operate our retail cafeteria. In 2018 the agreement was extended through 6/30/2019. Last month the Board approved an RFP for open market competition for the services. Trinity Services Group, Inc. has agreed to continue to operate the services on a month-to-month basis until a new multi-year agreement is awarded. The month-to-month extension allows Trinity Services Group, Inc. to implement the annual CPI cost adjustment to the detention meals on July 1, 2019 in accord with the terms of the base agreement. The agreement extension and the revised meal price listing are attached.

**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 a month-to-month extension of a food service agreement with Trinity Services Group, Inc.

**ATTACHMENTS:**

Description

- ☐ Trinity Services Group, Inc. Month-to-Month Extension 7-1-2019



**AMENDMENT TO FOOD SERVICES AGREEMENT**

THIS AMENDMENT TO THE FOOD SERVICES AGREEMENT is made by and between Brunswick County, North Carolina, with principal offices located at 30 Government Center Drive, Bolivia, North Carolina 28422 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity"). The Client and Trinity are referred to herein jointly as the Parties.

**WITNESSETH:**

**WHEREAS**, Parties have entered into a Food Services Agreement dated May 6, 2013 (the "Agreement") pursuant to which Trinity is operating Client's retail cafeteria and providing detention meals; and

**WHEREAS**, the Parties now desire to amend the term of the Agreement such that the Agreement will continue on a month-to-month term; and

**WHEREAS**, meal prices will be adjusted effective July 1, 2019 by 3.3%, an amount equal to the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumer, Southern Region, Food Away From Home data.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. Effective July 1, 2019, this Agreement shall continue on a month-to-month term. Either party may terminate this Agreement by providing no less than thirty (30) days advance written notice to the non-terminating party.
3. Meal prices shall be adjusted effective July 1, 2019 by 3.3%, which is equal to the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumer, Southern Region, Food Away From Home data. The attached Schedule 1 includes the updated meal pricing effective as of July 1, 2019.
4. Agreement to, and acceptance of, this Amendment may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto. Except as provided for in this Amendment, all terms and conditions of the Agreement, as previously amended, shall remain the same.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands and seals.

**Brunswick County**

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

Printed Name: Frank L. Williams

Title: Chairman  
Brunswick County Board of Commissioners

**Trinity Services Group, Inc.**

DocuSigned by:  
By: *David Miller*

F0800A80EDEA430...

Printed Name: David Miller

Title: Chief Operating Officer

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

DocuSigned by:  
*Julie A. Miller*

Julie A. Miller, Finance Director

APPROVED AS TO FORM

DocuSigned by:  
*Robert V. Shaver, Jr.*

Robert V. Shaver, Jr., County Attorney

**SCHEDULE 1  
SCALE**

**BRUNSWICK COUNTY**

**MEAL PRICE SLIDING SCALE**

**Effective July 1, 2019**

Inmate Population WEEKLY AVERAGE	Price per Meal
224 and below	TO BE NEGOTIATED
225 – 249	\$ 2.671
250 – 274	\$ 2.511
275 – 299	\$ 2.381
300 – 324	\$ 2.273
325 – 349	\$ 2.182
350 – 374	\$ 2.104
375 – 399	\$ 2.039
400 – 424	TO BE NEGOTIATED

*Prices are based on average meals served weekly*



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

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

Administration - Schedule a Special Meeting

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners schedule a Special Meeting on July 23, 2019 at 3:00 p.m. for the purpose of receiving information on water, sewer, and related issues in Northeast Brunswick County and provide direction to staff, and hold a closed session for personnel.

**Background/Purpose of Request:**

**Fiscal Impact:**

**Approved By County Attorney:**

**County Manager's Recommendation:**

Recommend that the Board of Commissioners schedule a Special Meeting on July 23, 2019 at 3:00 p.m. for the purpose of receiving information on water, sewer, and related issues in Northeast Brunswick County and provide direction to staff, and hold a closed session for personnel.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**

Andrea White

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

Board Appointment - Child Fatality Prevention Team

**Issue/Action Requested:**

Request that the Board of Commissioners appoint Dennis Doll to 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. N.C.G.S. 7B-1407 is attached.

Mr. Dennis Doll's application is included for your review. If appointed, Mr. Doll will serve as one of the five additional members that may be appointed by the Board of Commissioners to represent county agencies or the community at large. A copy of the current team membership is also included.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners appoint Dennis Doll to the Brunswick County Child Fatality Prevention Team.

**ATTACHMENTS:**

Description

- ☐ NCGS 7B-1407 Local Team Composition
- ☐ Application - Dennis Doll
- ☐ Child Fatality Prevention Team Members



**§ 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:

- (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 NC

### Application For Appointment To Boards And Committees

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

\* Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

4

\* Are you registered to vote in Brunswick County?

☒ Yes  
☐ No

\* Board or Committee of Interest

Child Fatality Task Force

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

<b>First Name *</b>	Dennis
<b>Middle Initial</b>	
<b>Last Name *</b>	Doll
<b>Street Address</b>	2961 Pullen Drive
<b>City</b>	Leland
<b>State</b>	NC
<b>Zip</b>	28451
<b>Home Phone</b>	919-741-9487
<b>Cell Phone</b>	919-741-9487
<b>Email</b>	ddoll0826@yahoo.com
<b>Present Job/Employer Address</b>	Retired
<b>Past Employment</b>	U.S. Environmental Protection Agency Research Triangle Park, NC 27711
<b>Current Civic/Community Participation</b>	Brunswick County Guardian Ad Litem volunteer New Hanover Regional Medical Center volunteer New Hanover Regional Medical Center Auxiliary Board Member North Carolina Coastal Federal Advisory Committee Member

Submit

# Brunswick County Child Fatality Prevention Team (CFPT)

June 2019

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		
Tracy Carnes	EMS	CC
Vacant	District Court Judge	Chief District Court Judge
Lorena Mauney	Medical Examiner	Chief Medical Examiner
Vacant	Local Child Care	DSS Director
Vacant	Parent	CC
5 Additional		
Charles Newton	Additional (Juvenile Services)	CC
Vacant	Additional	CC
Vacant	Additional	CC
Vacant	Additional	CC
Vacant	Additional	CC



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

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

Clerk to the Board - Meeting Minutes

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioner approve the draft minutes from the June 17, 2019 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 Commissioner approve the draft minutes from the June 17, 2019 Regular meeting.

**ATTACHMENTS:**

Description

- Draft Minutes - 2019-06-17 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
JUNE 17, 2019  
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  
Jared Galloway, Deputy Clerk to the Board  
Lt. Jeff Beck, Sheriff's Office  
Dep. Paul Solomon, 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.

Vice-Chairman Thompson moved to approve the agenda as presented. The motion was seconded by Commissioner Cooke and 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. Denise Donnelly, resident of Supply and representing Brunswick Environmental Action Team, spoke regarding the public education card created to introduce BEAT to the people of Brunswick County and open discussions about their concerns. Ms. Donnelly shared BEAT's

overall goals of protecting the environment, speaking out against seismic testing and offshore drilling, and promoting clean energy, air and water.

2. Mr. Michael Sullivan, resident of Holden Beach, spoke regarding the budget and expressed concerns regarding the tax rate.
3. Ms. Judy Droitcour, resident of Caswell Beach, spoke in opposition to offshore drilling and seismic testing.
4. Mr. David Robinson, Chief of Coastline Rescue, provided comments regarding the franchise with Coastline Rescue Squad and the impact of Coastline in the community, and requested that the franchise continue.
5. Ms. Taryn Clemmons, resident of Shallotte and former Coastline Rescue Assistant Chief and current member, provided comments regarding the impact of Coastline in the community and the need for resources. She also requested that the Board consider the continuation of the franchise.
6. Ms. Annette Cortes, resident of Supply, spoke in support of continuing the franchise with Coastline Rescue and commented on their value in the community.
7. Ms. Martha Johnson, resident of Southport, spoke in opposition to offshore drilling and seismic testing.
8. Mr. William Flythe, resident of Southport and former Brunswick County Planning Board member, provided comments and concerns regarding delinquent taxes and collection efforts.

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.

Vice-Chairman Thompson moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

The following items were approved:

1. **Administration - Surplus Property Offer for Upset Bid Process**  
Accepted, subject to the upset bid process, an offer that had been submitted for a surplus parcel that met the value parameters previously established by the Board.

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
214MA133	3211 Havelock Pl, SW	.20 acre	\$1,600.00	2-14-2017	\$913.20	\$1,600.00

2. **Administration - Ratify the Resubmission of Resolutions to NACo**  
Ratified the Manager's decision to resubmit the following resolutions to NACo.

**Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to  
Conduct an Assessment and Develop an Improvement Plan on FEMA Individual  
Assistance Programs**

**Issue:** Citizens, businesses and governments impacted by disasters should be afforded a simple process, clear guidelines and timely assistance to recover from a disaster.

**Proposed Policy:** The National Association of Counties (NACo) urges Congress to direct the Federal Emergency Management Agency (FEMA) to conduct a study on FEMA's Individual Assistance programs to measure the simplicity, clarity and expediency of applying for assistance and take appropriate actions to refine the programs based on results.

**Background:** Brunswick County was impacted by two hurricanes within a 30-day period. Like many counties across the nation that have experienced recent natural disasters, communities suffered millions of dollars of damage to homes, businesses and government infrastructure. Many homes and businesses continue to be in disrepair and citizens displaced many months after the storms. The amount of reimbursement available is unclear and guidelines that must be followed are technical and often change.

**Fiscal/Urban/Rural/Impact:** A study and refinement of FEMA Individual Assistance programs to simplify and expedite the process would benefit all communities impacted by a disaster.

**Sponsor(s):** Ann Hardy, County Manager, Brunswick County, N.C.

## **Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Clarify FEMA Debris Removal Guidelines for Private Roadways and Gated Communities**

**Issue:** Citizens, businesses and governments that are located on private roads or within private gated communities and are impacted by disasters should be provided a simple process, clear guidelines and timely reimbursement assistance to recover from a disaster.

**Proposed Policy:** The National Association of Counties (NACo) urges Congress to direct the Federal Emergency Management Agency (FEMA) to clarify FEMA's debris removal reimbursement guidelines for private roadways and gated communities to simplify and expedite the process.

**Background:** Brunswick County was impacted by two hurricanes within a 30-day period. Homes, businesses, and government infrastructure suffered millions of dollars of damages. Debris collection within the unincorporated areas of the county totaled in excess of \$6 million. The county health director determined that the amount of debris accumulating on the private roadsides and in gated communities was an immediate public health hazard. Per FEMA guidelines, Brunswick County submitted a request for reimbursement of the cost associated with private property debris removal. Due to the lack of expediency, the county was forced to move forward with debris removal operations without assurance of reimbursement for millions of dollars associated with the debris removal cost. Interpretation of policy at the FEMA field level has been inconsistent, resulting in confusion between the county, state and on-ground FEMA officials. The homeowners within gated communities and those situated on private roads are taxpayers. They receive other government services such as postal, garbage collection and school bus transportation. Local governments have no clear guidelines on how to assist the private roads and gated communities. The rules often change, leading to inefficiency and added expense as well as creating a threat for the public. The county reimbursement for debris collection on private roads and in gated communities is unknown.

**Fiscal/Urban/Rural/Impact:** A study and refinement of FEMA debris removal reimbursement guidelines to simplify and expedite the process by making it presumptively in the public interest to remove debris from private roadways and within gated communities would benefit many communities impacted by disasters.

**Sponsor(s):** Ann Hardy, County Manager, Brunswick County, N.C.

## **Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Coordinate with Local Government Stakeholders on FEMA After-Action Reports**

**Issue:** Citizens, businesses and governments that are impacted by disasters should be provided a simple process, clear guidelines and timely reimbursement assistance to recover from a disaster.



**Proposed Policy:** The National Association of Counties (NACo) urges Congress to direct the Federal Emergency Management Agency (FEMA) to coordinate with local government stakeholders and residents on FEMA After-Action Reports.

**Background:** Brunswick County was impacted by two hurricanes within a 30-day period. Like many counties across the nation that have experienced recent natural disasters, communities suffered millions of dollars of damage to homes, businesses, and government infrastructure. It is important that governments impacted by disaster share their experience with FEMA so that the process can be improved, and lessons learned incorporated into future disaster planning models.

**Fiscal/Urban/Rural/Impact:** By requiring FEMA to consult with local government stakeholders and residents on FEMA After-Action Reports, counties will be better prepared for and able to respond to costly natural disasters.

**Sponsor(s):** Ann Hardy, County Manager, Brunswick County, N.C.

3. **Administration - Request for Proposals for Food Service Operator**  
Approved for the County to issue a Request for Proposals for management and operation of the Complex cafeteria and provision of Detention meals.
4. **Clerk to the Board - Meeting Minutes**  
Approved the draft minutes from the June 3, 2019 Regular Meeting.
5. **County Attorney - Cameron Woods Phase 3 Deed of Dedication**  
Accepted the Deed of Dedication for water and sewer infrastructure in Cameron Woods Phase 3C, Lots 1-5, 80-86, and 129.
6. **County Attorney - Harrington Village Force Main Deed of Dedication**  
Accepted the Deed of Dedication for sewer infrastructure in Harrington Village.
7. **County Attorney - Declaration of Surplus Property**  
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: Parcels 142PA00205, 2140005204, 224EA012, 214MA143, 214MA144, 214MA145, 214MA146, 214MA147, and 214MA148.
8. **Engineering - Sewer Easement Agreement - Pine Forest Development and MDI Management, Inc.**  
Approved a three-party easement agreement between MDI Management, LLC, Pine Forest Development Company, LLC and Brunswick County for the connection of a sewer force main from the Pine Forest development to the County sewer system at 211 Midway.
9. **Finance - Fiscal Items**  
Approved Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.
  - **Library State Aid Budget Amendment**  
Appropriated \$10,238 of additional state aid to public libraries from the State Library of North Carolina Fund for replacement of countertops at several of the libraries.
  - **Water Revenues Budget Amendment**

# DRAFT

Appropriated water revenues to salary overtime \$5,000, contracted services \$75,000 and \$220,000 LCFWSA Water for the NW Water Treatment Plant and \$100,000 to miscellaneous expense to authorize transfers within the water fund by the Fiscal Operations Director as needed to prevent a statutory exception of expenditures in excess of amounts budgeted at year end.

- **Airport Grant 46333.1.1 Budget Amendment and Capital Project Ordinance**  
Reduced \$6,112 Airport Grant 46333.1.1 for NCDOT Division of Aviation correction changing local match to in-kind.
- **Solid Waste Fees Budget Amendment**  
Appropriated \$268,800 of solid waste revenues and anticipated associated expenditures of \$193,000 solid waste, \$55,000 fleet services, and \$21,800 law enforcement separation.
- **Register of Deeds Technology Reserve Budget Amendment**  
Appropriated fund balance of \$17,000 for anticipated associated expenditures of \$17,000 in the Register of Deeds Technology Reserve fund.
- **NEBRWWTP Expansion Project Budget Amendment and Capital Project Ordinance**  
Appropriated \$30,000 of proceeds from revenue bonds for project hours worked by project managers associated with the NEBRWWTP Expansion project.
- **Airport Grant 36244.58.11.2 Grant Agreement and Budget Amendment**  
Approved and authorized the Chairman to sign the grant agreement for the airport grant 36244.58.11.2 in the amount of \$70,861 with a local match of \$7,874. The local match was approved on the December 17, 2018 Board of Commissioners meeting.
- **Family Planning Clinic Fees Budget Amendment**  
Appropriated \$3,000 of clinic fees to meet clinic/client needs through the fiscal year end.
- **Sheriff Insurance Proceeds Budget Amendment**  
Appropriated \$13,000 of insurance proceeds to repair and maintenance vehicles.
- **Airport Grant 36237.45.17.1 Budget Amendment and Capital Project Ordinance**  
Appropriated \$127,892 of federal grant revenues and local match of \$14,211 for the airport Master Plan and ALP Drawing Set.
- **Miscellaneous Jail Fees Budget Amendment**  
Appropriated \$200,000 of miscellaneous jail fees for anticipated estimated budget projections in salary and wages overtime.
- **Excess Collections Schools Budget Amendment and Capital Project Ordinance**  
Appropriated estimated excess collections of Ad Valorem and Legislated Sales Tax collections in excess of budget for required transfers to the Schools Capital Reserve and authorized the Fiscal Operations Director to adjust the budget for final collections as of June 30, 2019.
- **FY19 Tier II Grant Agreement**  
Appropriated \$1,000 of state revenue restricted for the award of the 2019 NC Tier II Grant provided from hazardous materials facility filing fees collected during the 2014

Tier II reporting period. The grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by the county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises by December 1, 2019.

- **Emergency Telephone Budget Amendment**  
Appropriated fund balance of \$5,000 for 911 hardware-support to authorize transfer within emergency telephone fund by the Fiscal Operations Director as needed to prevent a statutory exception of expenditures in excess of amounts budgeted at year end.
  - **Employee Health Fund Close Budget Amendment**  
Beginning July 1, 2018, the County changed its employee health insurance plan from a self-insured plan to a fully insured plan. The fund remained open until all claims incurred prior to July 1, 2018 were paid. The Employee Health Insurance Fund is being closed. These funds will assist in offsetting amounts not yet received from storm damages and assist in funding planned pay go projects in the 5 Year CIP Plan that are contingent upon the timing of FEMA reimbursements and the audited results released October 31<sup>st</sup>. The budget amendment transfers the employee health insurance fund balance to general fund \$3,162,228, water fund \$290,780, and wastewater fund \$181,738.
  - **Annual Performance Appraisal Correction – County Attorney**  
Corrected the annual performance appraisal raise approved by the Board of Commissioners at the June 3, 2019 meeting for the County Attorney to 5.35%.
  - **Financial Reports for May 2019 (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>.
10. **MIS - Renewal of Microsoft Enterprise Agreement with SHI International, Corp.**  
Approved the Microsoft Enterprise Agreement 3-year renewal with SHI International Corp. in the amount of \$391,944.58 per year.
11. **Tax Administration - June 2019**  
Approved the June 2019 releases.
12. **Utilities - Northeast WWTP Off-Site Transmission Main Project Release, Waiver, and Indemnity Agreement Greenfield Environmental Multistate Trust LLC**  
Approved a Release, Waiver, and Indemnity agreement to allow the County and any future contractors acting on the County's behalf in the design or construction of the Northeast Wastewater Treatment Plant (NE WWTP) Expansion Off-Site Transmission Main Project access to the site owned by the Greenfield Environmental Multistate Trust LLC and located along Navassa Road in Navassa, NC, and having the Parcel ID 03000010.
13. **Utilities - Northeast Brunswick Regional WWTP Expansion and Phase II Force Main Project Wetlands Mitigation Credit Purchase**  
Authorized the purchase of wetlands credits of \$18,056.24 for the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP) Expansion and Phase II Force Main Project.

## VI. PUBLIC HEARING

# DRAFT

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

1. **Administration - Public Hearing to Receive Comments on the FY 2019-2020 Brunswick County Budget, Fees, and Capital Improvement Plan (Ann Hardy, County Manager)**  
Request that the Board of Commissioners hold a public hearing on the Manager's FY 2019-2020 Recommended Budget, Proposed Fees and Five-Year Capital Improvement Plan.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 6:23 p.m. and asked the County Manager if she had any information to share related to the budget and the improvement in the tax collection rate.

Mrs. Hardy provided information regarding the tax collection rate stating that Brunswick County has one of the highest collection rates in the state with a collection rate in excess of 98% and a write off of \$100,000 per year.

Mrs. Hardy provided information regarding the County not having a revenue neutral rate in FY 2019-2020 stating that in 2016 voters of Brunswick County approved a \$152 million school bond issuance. The first phase of debt has been issued in the amount of almost \$53 million resulting in \$5.6 million more debt payments that Brunswick County will make. The second phase will be issued next year for an additional \$5.9 million and the final phase is an additional \$6.4 million of debt. The difference between the revenue neutral rate and the 48.5 cent current rate is dedicated almost entirely to the school bond issuance and associated operating costs.

Mrs. Hardy also explained that this budget contains substantial efforts toward improving emergency medical services in the entire county to include better equipment and more EMS Paramedics, and the county as a whole can be more effective, operate more efficiently, and provide better services by pooling resources.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to comment on the budget to come to the podium.

No one wished to speak.

## **ADJOURN**

Chairman Williams closed the Public Hearing at 6:28 p.m.

Vice-Chairman Thompson moved to accept the Manager's budget for FY 2019-2020 and to move forward based on the recommendation from staff. The motion was seconded by Commissioner Forte and, following discussion, the vote of approval was unanimous.

2. **Planning - Rezoning Case Z-780 (Kirstie Dixon, Planning Director)**

# DRAFT

Request that, after the Public Hearing, the Board of Commissioners consider amending the Brunswick County Unified Development Ordinance Map from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) with an associated CAMA Land Use Plan Map Amendment from LDR (Low Density Residential) to Commercial.

Ms. Dixon explained that case Z-780 is proposed to amend the UDO map from R-7500 to C-LD and contains two parcels, parcels 2250003702 and 2250003703, owned by two different individuals. Both properties have commercial uses as one has a major utility and one has a bed and breakfast. A land use amendment is included with this project and the Planning Board's vote of approval on the amendment was unanimous.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 6:37 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to comment on Rezoning Case Z-780 to come to the podium.

No one wished to speak.

## **ADJOURN**

Chairman Williams closed the Public Hearing at 6:37 p.m.

Vice Chairman Thompson read the following statement followed by a motion to approve not consistent with the comprehensive plan.

## **CONSISTENCY STATEMENT**

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

**Description: Z-780 (R-7500 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 amendment has been requested for a change to Commercial.

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 proposed zoning amendment meet the needs of the community as there is existing infrastructure in the area and there is commercial zoning nearby.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interests for the following reasons: There is similar zoning nearby and there is existing infrastructure in the area.

Therefore, on the basis of all the information provided including the foregoing, Vice-Chairman Thompson moved to order approval of the amendment to the Brunswick County

Unified Development Ordinance Zoning Map from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) with an associated CAMA Land Use Plan Map Amendment from LDR (Low Density Residential) to Commercial. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

## **VII. ADMINISTRATIVE REPORT**

### **1. Administration - Fiscal Year 2019-2020 Budget Ordinance, Fees and Capital Improvement Plan (Ann Hardy, County Manager)**

Request that the Board of Commissioners adopt the Fiscal Year 2019-2020 Budget Ordinance, Schedule of Fees and Five-Year Capital Improvement Plan.

No action was taken under Administrative Report with regard to the budget. The FY 2019-2020 Budget Ordinance, Schedule of Fees and Five-Year Capital Improvement Plan was adopted following the public hearing on the budget (Item VI-1).

Chairman Williams asked the County Manager if she had any information to add with regard to the budget.

Mrs. Hardy clarified that tax funds are not used for water and sewer.

### **2. Engineering - City of Boiling Spring Lakes Sewer Master Plan (William Pinnix, Director of Engineering)**

Request that the Board of Commissioners approve a professional services contract with W. K. Dickson Engineering for a sewer master plan study for the City of Boiling Spring Lakes in the amount of \$78,800.

Mr. Pinnix explained that in 2018, the City of Boiling Spring Lakes requested that the County assist them in undertaking a sewer master plan study. This project studies the basins and sub-basins to create a blueprint for future sewer installation by developer installed infrastructure or, if CIP funds are available, by the City. The final engineering report and plans will be provided to both the County and the City.

The County Manager explained that the reason the County is funding this study within a municipality is that the County acquired the City's water system and provides retail service in Boiling Spring Lakes for water and sewer.

Commissioner Forte moved to approve the professional services contract with W.K. Dickson Engineering for the sewer master plan. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

## **VIII. BOARD APPOINTMENTS**

### **1. Governing Body - Annual Board Appointments**

Request that the Board of Commissioners approve the annual board appointments as presented.

Commissioner Sykes moved to approve the appointment of the individuals as presented. The motion was seconded by Commissioner Forte and the vote of approval was unanimous. The following appointments were approved:

# DRAFT

Board	Title	First Name	Last Name	District	New Exp Date	Term
Brunswick Senior Resources Inc. Board	Mr.	John	Ingraham	1	6/30/2020	1 yr
Equalization & Review Board	Mr.	Bill	Mathews	1	6/30/2021	2 yrs
Brunswick Senior Resources Inc. Board	Ms.	Joyce	Lowrimore	2	6/30/2020	1 yr
Equalization & Review Board	Ms.	Bertha	Bell	2	6/30/2021	2 yrs
Brunswick Senior Resources Inc. Board	Ms.	Joyce	Casteen	3	6/30/2020	1 yr
Tourism Development Authority	Ms.	Melaney	Robbins	3	6/30/2022	3 yrs
Brunswick Senior Resources Inc. Board	Ms.	Jane	Marston	4	6/30/2020	1 yr
Equalization & Review Board	Mr.	David	Babson	4	6/30/2021	2 yrs
Library Board of Trustees	Ms.	Lena	Butler	4	6/30/2022	3 yrs
Parks & Recreation Advisory Board	Ms.	Teagan	Hall	4	6/30/2022	3 yrs
Substance Use & Addiction Commission	Ms.	Heather	Strickland	4	6/30/2021	Unexpired
Brunswick Senior Resources Inc. Board	Ms.	Patricia	Sacchetti	5	6/30/2020	1 yr
Equalization & Review Board	Mr.	Charles	Bost	5	6/30/2021	2yrs
Zoning Board of Adjustment	Ms.	Marian	Shiflet	5	6/30/2021	Unexpired
ABC Board	Mr.	John	Dowless	N/A	6/30/2022	3 yrs
Brunswick Community College Board of Trustees	Dr.	Eugene	Steadman Jr.	N/A	6/30/2023	4 yrs
Health & Human Services Advisory Board	Dr.	Jerry	Smith	Public	6/30/2022	3 yrs
Health & Human Services Advisory Board	Mr.	Hubert	Reaves	Public	6/30/2022	3 yrs
Home & Community Care Block Grant Committee	Mr.	Austin	Lowrimore	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Mr.	Brian	Flanagan	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Ms.	Joan	Graham	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Ms.	Pat	Olsen	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Ms.	Mary	Poole	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Mr.	Nicholas	Zaccaro	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Ms.	Beverly	Heine	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Ms.	Carol	Santavica	N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee	Mr.	William	Waples	N/A	6/30/2020	1 yr
Juvenile Crime Prevention Council	Ms.	Maxine	Elliott	N/A	6/30/2021	2 yrs
Juvenile Crime Prevention Council	Mr.	John	Manning	N/A	6/30/2021	2 yrs
Juvenile Crime Prevention Council	Ms.	Erin	Rutkowski	N/A	6/30/2021	2 yrs
Planning Board	Mr.	Bill	Bittenbender	Alternate	6/30/2022	3 yrs
Southeastern Economic Development Commission	Mr.	Bill	Early	Public	6/30/2023	4 yrs
Substance Use & Addiction Commission	Ms.	Catherine	Cooke	Board of Education	6/30/2023	4 yrs
Tourism Development Authority	Mr.	Billy	Bernier	SBI Chamber	6/30/2022	3 yrs
Tourism Development Authority	Mr.	Jerry	Helms, Jr.	SOI Chamber	6/30/2022	3 yrs



Zoning Board of Adjustment	Mr.	Clayton	Rivenbark	Alternate	6/30/2022	3 yrs
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## IX. OTHER BUSINESS/INFORMAL DISCUSSION

Chairman Williams asked if there were any other items of business or discussion.

- Commissioner Sykes shared information regarding the Charters of Freedom.
- Commissioner Cooke shared that additional information regarding taxes may be found on the County's website.

## X. CLOSED SESSION

### 1. **Closed Session - Approve Closed Session Minutes and Discuss Personnel**

Request that the Board of Commissioners enter in Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(6) to discuss personnel.

Chairman Williams requested a brief recess prior to entering Closed Session.

Commissioner Cooke moved to enter into Closed Session at 6:47 p.m. following a brief recess to approve Closed Session Minutes and to discuss personnel. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

Chairman Williams called the Regular Session to order at 7:15 p.m. and announced that no action was taken in Closed Session other than approving Closed Session minutes.

## X. ADJOURNMENT

Commissioner Cooke moved to adjourn the meeting at 7:15 p.m. The motion was seconded by Vice-Chairman Thompson and 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**  
**July 1, 2019**

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

Code Administration - Building Permit Refund Policy Revision

**From:**

Michael Slate, Director of Code  
Administration

**Issue/Action Requested:**

Request that the Board of Commissioners approve a revision to the Brunswick County Code Administration Policy for refunds of building permit fees.

**Background/Purpose of Request:**

The purpose of the request is to outline the requirements for refunding permit application fees as follows;

1. Request for refunds must be made to Brunswick County Code Administration before work commences.
2. 25% of the permit fee will be retained if a permit is canceled before work begins.
3. No refund of submittal charges.
4. No refund once work has started on a building project.
5. No refund for expired permits.
6. No refund on home owner recovery funds.

**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 revision to the Brunswick County Code Administration Policy for refunds of building permit fees.

**ATTACHMENTS:**

Description

- ☐ Building Permit Refund Request Form
- ☐ Building Permit Refund Policy

# **BUILDING PERMIT REFUND REQUEST FORM**



**APPLICANT'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/2019  
(PLEASE PRINT)

**MAILING ADDRESS:** \_\_\_\_\_  
 ADDRESS STREET  
 \_\_\_\_\_  
 CITY/TOWN STATE ZIP CODE

**LOCATION OF PROPERTY:**

**SUBDIVISION:** \_\_\_\_\_ **LOT:** \_\_\_\_\_ **BLOCK:** \_\_\_\_\_ **SECTION:** \_\_\_\_\_

FILE NUMBER:	REFUND AMT.
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**REASON FOR REFUND:**

APPLICANT'S SIGNATURE

DATE \_\_\_\_\_

**DEPARTMENTAL APPROVAL**

**PERMIT FEE:**  **PLAN REVIEW FEE:**  **FIRE PLAN REVIEW FEE:**

**REV. PERMIT FEE:**  **25%:**  **TOTAL REFUND AMT.:**

**APPROVAL REASON:**

Employee Requesting Refund: \_\_\_\_\_ DATE:     /     /

Supervisor Approval: \_\_\_\_\_ DATE:    /    /

Building Dept. Approval: \_\_\_\_\_ DATE:     /     /

**FOR ACCOUNTING USE ONLY**

DATE:     /     / 2019

Account Code: 104350 334300 (Building) = \$

Account Code: 104350 334300 (Flood) = \$

Amount of Refund: \$

Make Check Payable To:

**DATE RECEIVED BY FINANCE:**      /      / 2019      **VENDOR CODE:**

**Telephone: (910) 253-2021      Toll Free: (800) 621-0609      Fax: (910) 253-2024**

# **BRUNSWICK COUNTY**

## ***REFUND POLICY FOR COUNTY BUILDING PERMITS***

- I.** Request for refunds must be made to Brunswick County Code Administration before work commences.
- II.** 25% of the permit fee will be retained if a permit is canceled before work begins.
- III.** No refund on submittal charges.
- IV.** No refund once work has started on a building project.
- V.** No refund for expired permits.



## **BRUNSWICK COUNTY, NORTH CAROLINA CODE ADMINISTRATION**

### **Building Permit Refund Policy**

Upon written request, Brunswick County Code Administration Department shall issue a refund of 75% of commercial and residential permit fees in instances where there is an active permit and no work has begun. There shall be no refunds of expired permits, submittal charges, plan review fees, or home owner recovery funds. Issuance of a refund shall result in the voiding of the permit.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**

Lyle Johnston

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

Emergency Services - State Medical Assistance Team  
Memorandum of Agreement

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Memorandum of Agreement for the State Medical Assistance Team trailer and operations of the trailer.

**Background/Purpose of Request:**

This agreement is between Brunswick County and the North Carolina Office of EMS. This trailer was provided to Brunswick County in the early 2000's through HRSA grant funds. This MOA is a recurring MOA.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the Memorandum of Agreement for the State Medical Assistance Team trailer and operations of the trailer.

**ATTACHMENTS:**

Description

- ▣ Emergency Services-State Medical Assistance Team MOA

**MEMORANDUM OF AGREEMENT (MOA)**

This Memorandum of Agreement (MOA) is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Health Service Regulation (hereinafter referred to as "Division") and County of Brunswick, Brunswick County Emergency Medical Services (EMS) (hereinafter referred to as "Contractor").

This MOA is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

**I. Effective Period:**

This MOA shall begin on 10/1/2018 and end on 6/30/2021, with the option to extend, if mutually agreed upon, through a written amendment.

This MOA may be terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This MOA may be amended, if mutually agreed upon, to change scope and terms of the MOA. Such changes shall be incorporated as a written amendment to this MOA.

**II. Contractor Duties:**

The contractor hereby agrees to provide the services described in the scope of work which is incorporated herein by reference.

**Contract Administrators:**

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

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Roger A. Kiser, SMRS Operations Coordinator Division of Health Service Regulation 2707 Mail Service Center Raleigh, NC 27699-2707  <b>Telephone :</b> (919)-210-0847 <b>Fax:</b> (919)-733-7021 <b>Email:</b> roger.kiser@dhhs.nc.gov	Roger A. Kiser, SMRS Operations Coordinator Division of Health Service Regulation 2707 Mail Service Center Raleigh, NC 27699-2707

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Lyle Johnston, EMS Administrator Brunswick County Emergency Medical Services (EMS) PO Box 249 Bolivia, NC 28422  <b>Telephone:</b> (910)-352-3005 <b>Fax:</b> ( )-- <b>Email:</b> lyle.johnston@brunswickcountync.gov	Lyle Johnston, EMS Administrator Brunswick County Emergency Medical Services (EMS) PO Box 249 Bolivia, NC 28422

Signatures follow on next page



**County of Brunswick, Brunswick County Emergency Medical Services (EMS)**

\_\_\_\_\_  
Signature

Frank Williams

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Chairman, Board of Commissioners

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

Andrea White

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Clerk to the Board

\_\_\_\_\_  
Title

APPROVED AS TO FORM

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

***Division of Health Service Regulation, North Carolina Department of Health and Human Services***

\_\_\_\_\_  
Signature

Mark Payne

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Director

\_\_\_\_\_  
Title

## Scope of Work

### *I. Background*

The State of North Carolina has endured a history of large scale events affecting the state, including hurricanes, floods, and hazardous material releases that have fostered an overall sense of urgency in emergency preparedness and response, specifically related to health and medical. As a result of the impact on critical infrastructure of both national events and state events since 2001, the North Carolina Division of Health Service Regulation, Office of Emergency Medical Services (DHSR/OEMS) has partnered with the healthcare organizations across the state to provide personnel, assets, and resources for disaster response and recovery efforts.

The program structure leverages thirty (30) county/city municipalities and volunteer organizations for healthcare preparedness, response, and recovery. This memorandum of agreement is intended to expand and extend this cooperative relationship and update the responsibilities of the Division of Health Service Regulation and the contracted service.

### *II. MISCELLANEOUS TERMS AND CONDITIONS*

A. This MOA shall ensure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that any enforcement of the terms and conditions of this MOA, and all rights of action relating to such enforcement, shall be strictly reserved to the parties. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the expressed intention of the parties that any such person or entity, other than the parties, receiving services or benefits under this MOA shall be deemed an incidental beneficiary only.

B. The parties agree that the Division makes no warranties or representations as to the quality of the resources, equipment, and supplies delivered to the Contractor pursuant to this MOA, and shall have no responsibility for its condition or operation. The parties further agree that the contractor has the authority to accept or not accept resources, equipment, and supplies that it deems not to be functional or in working order.

C. The parties agree that they are independent contractors in the performance of this MOA, and neither is the agent of the other. Each party shall be responsible for any claims arising out of the actions of its agents or employees in performance of this MOA.

### *III. Performance Requirements*

County of Brunswick, Brunswick County Emergency Medical Services (EMS), hereinafter known as the "Contractor" has assumed responsibility for participating in the development of the State Medical Response System, as well as the maintenance of a regional response and recovery asset and resource cache, specifically to include a State Medical Assistance Team Type III (SMAT III). The purpose of this regional team and the related assets and resources is to support a disaster response by the State Emergency Response Team (SERT), led by the North Carolina Department of Public Safety, Division of Emergency Management (DPS/NCEM).

By signing this MOA, the Contractor assumes responsibility for participating in the development and the maintenance of a regional structure to support the State Medical Response System.

When healthcare infrastructure is overwhelmed by an event(s) and local and/or mutual aid resources are exhausted or inadequate, the primary mission of the State Medical Response System is to:

1. Provide support to that overwhelmed system by supplying the necessary equipment, assets, and/or personnel needed to provide medical care, and

2. To ensure healthcare infrastructure continuity by facilitating the development of resilient systems through operational planning, training, and exercises,

#### *IV. Authorities*

State Medical Response System assets, resources, and/or personnel deploy at the request of NCDPS/NCEM in accordance with the policies established by DHSR. Per Chapter 166A of the North Carolina General Statutes, deployed assets, resources, and/or personnel act under the direction and control of the requesting jurisdictional authority, which may include a local jurisdiction or State Emergency Response Team (SERT) Leader.

All SMRS assets and resources maintained by the Contractor are owned and operated by that designated organization unless titled or transferred to another organization or jurisdiction, and as such, may be used at the discretion of the Contractor as long as the day-to-day activities and use of resources funded through the Hospital Preparedness Program federal grant are primarily focused on planning, training, and otherwise preparing for response to, mitigation of, and recovery from disasters in order to ensure the Contractor is proficient and available for missions as requested by jurisdictional authorities or the SERT. Additionally, usage of assets, resources, and personnel by the Contractor may not violate federal and state grant guidelines established by the granting federal or state agencies.

#### *V. Contractor Duties*

The Contractor agrees to provide the SMRS the following support and components, as available:

##### **A. Administrative:**

1. Administrative, operational, logistical to include re-supply, and financial support to allow the SMRS components to function in a disaster response.
2. Personnel who comprise the SMRS and who provide the requested medical care capability or who act in direct logistical or operational support of the deployed assets and resources.
3. The medical and logistical equipment that support the efficient and effective delivery of acute medical care and medical decontamination in a disaster response
4. Established pharmaceutical package per HPR&R/SMRS Pharmacy Formulary Policy

##### **B. Response:**

1. Develop and maintain, as funding permits, the Contractor's capacity and capability to perform the following all-hazards missions as a part of the overarching SMRS\*:

##### **Primary SMRS/SMAT III Operational Mission:**

###### **A. Decontamination**

- i. By adopting an all-hazards approach to disaster response, the SMAT III shall provide triage, mass casualty medical management and decontamination/medical treatment teams that can rapidly assist/start decontamination operations on victims of chemical exposures or other incidents that would require decontamination during man-made and natural disasters.

##### **Secondary SMRS/SMAT III Operational Missions:**

###### **B. Support Operations**

- i. Respond and support SMAT II teams and other specialty teams within the SMRS or State of North Carolina, such as but not limited to: Search and Rescue, Swift Water Rescue, Local, State and Federal Fire Service, etc.
- ii. Respond and support as related to local emergency and support roles established by Contractor.



C. First-receiver/ First-responder decontamination operations

- i. Provide logistical and technical support for patient decontamination operations. (i.e. healthcare organization/requesting jurisdiction, field medical station, or North Carolina Mobile Disaster Hospital)
2. Utilize the National Incident Management System (NIMS) with entities at all jurisdictional levels to manage domestic incidents, regardless of cause, size, or complexity.
3. Maintain all SMAT III trailers and equipment in a serviceable and ready to deploy status, to include appropriate temperature controlled storage of all medical equipment and supplies as recommended by the manufacturer.
4. Deploy the SMAT III team and all trailers, equipment and any supporting supplies provided by the Division or through Healthcare Preparedness Program (HPP) funds; regionally within 30 minutes, statewide within 2 hours, and out of state within 12-24 hours of a deployment request by the Division as part of SERT activation. Deployment of resources and assets should be done in accordance with the established SMRS Resource Request Process document.
5. Utilize NC Sparta to provide updated situational awareness on status of assets and resources. This should include deployment of any kind, out of service, etc. along with details related to the cause of the out-of-service condition, the type of repairs required to maintain a serviceable condition, and the estimated time until returned to service.

C. Personnel:

1. The Contractor shall maintain a team ready for initial deployment within 30 minutes to 24 hours of request. This team will maintain a minimum of 7 members, (10 members are recommended). The deployed team should consist of a minimum of (1) paramedic and (3) additional OEMS-credentialed members. Additional team members responsible for non-medical functions will be at the discretion of the team and commiserate with the mission; all members must meet the minimum education requirements prior to deployment. The personnel can be a combination of primary agency and regional partner agencies as needed.
  1. Utilize established SMRS deployment protocols, unless otherwise approved by the Division.
  2. Provision of education and training:
    - a. Ensure that personnel have access to ongoing education, training, and exercises of the SMRS through utilization of the NCEM/OEMS Training Exercise Response Management System (TERMS).
    - b. Ensure that personnel have access to the established initial SMAT training course.
  3. Personnel will be trained at the current NC OSFM Hazardous Materials Level One Responder level or by following the training requirements for First Responder Operations Level which appear under 29 CFR 1910.120 (q)(6)(ii), which indicate a minimum training duration of eight (8) hours and outlines topics to be covered (competencies the employee must acquire).
  4. At least one team member per shift must be credentialed at the Emergency Medical Technician-Paramedic when deployed.
  5. Participate in the North Carolina volunteer management registry by appointing a system administrator, maintaining up to date primary contact information within the system, attending administrator training as requested by the Division, and maintaining an updated team roster for possible deployment.
  6. Participate in the North Carolina Inventory Control Management System (iCAM) by appointing a system administrator, maintaining accurate and up to data for equipment, supplies, and other assets in iCAM, reporting logistical status as requested by the Division, attending administrator training as requested by the Division, and providing training and assistance to the Team as necessary.

7. Maintain personnel health and training records for all regional SMRS volunteers and make training records available to the Division for review upon request.
8. Based on established duties of volunteers related to first-receiver decontamination operations, the Contractor will maintain a respiratory protection policy per established CDC recommendations. For any applicable personnel that will be participating in first-receiver decontamination operations, maintain compliance with OSHA 1910.120 and 1910.134 as is applicable to the mission and focus of the SMAT III program and have received a "Fit for Duty" exam and receive a Respiratory Health Surveillance Examination (every 2 years) and clearance to deploy by a physician or other licensed health care professional (PLHCP) with experience in OSHA compliance and standards.
9. SMRS Volunteer Recommended Minimum Requirements:
  - a. Complete the following courses:
    - i. ICS 100, 200, 700, and 800
    - ii. ICS 300 (required for Team Leaders)
    - iii. Additional education or training approved by Contractor or by Division.
  - b. Hold and maintain an appropriate credential/license issued by the State of North Carolina based on individual assignment.
  - c. Have the ability to be deployed within region, state, or out of state, if available for 7 to 14 days (maximum) to perform assigned team duties in time of crisis.
  - d. Maintain a 14-day personal pack.
  - e. Maintain proper documentation of all requirements and applicable recommendations for health care work medical surveillance and personal health record maintenance and be able to provide documentation of status to team leader as permitted by law. Records will include record of vaccinations and up to date immunizations as recommended by the Division and Contractor for deployment.
  - f. If available, and when requested by the Division and notified in a timely fashion, agree to participate in scheduled applicable meetings, training, exercises (at least one state or regional annually), and after-action meetings.
  - g. At a minimum, meet the established SMRS Physical Fitness and Fit for Duty Guidelines. Additional, agency-specific requirements may be implemented.

#### D. Equipment:

1. Replace all disposable supplies and damaged equipment (provided by the Division or with HPP funds) if used on a regionally or locally deployed event without request of SERT.
2. Maintain all State Agency-supplied or HPP funded assets and resources as follows:
  - a. Maintain purchase and maintenance records and make these records available to the Division for review upon request.
  - b. Maintain up to date records of assets and resources in the iCAM System.
  - c. Maintain all SMRS trailers and equipment in a serviceable and ready to deploy status, to include appropriate temperature controlled storage of all medical equipment and supplies as recommended by the manufacturer. Maintain all HPP funded and State Agency supplied trailers to meet the missions identified above, unless otherwise approved by the Division in writing.
  - d. Provide and maintain in a serviceable and ready to deploy status, an appropriate vehicle with class IV or class V receiver hitch and tow mirrors to tow the SMAT III trailers.
  - e. Provide appropriate credentialed drivers per DOT standards for all vehicles assigned to the SMAT III.

E. Provide a 30-day written notice if the Contractor wishes to cancel the MOA with the Division. If the Contractor cannot or will not maintain the SMRS assets and resources, it is recommended that ownership of all inventoried equipment be transferred to another jurisdiction (as permitted by local ordinance, statute or regulation) or may remain the property of the Contractor when the Team ceases to function. If the option to transfer said equipment is chosen, OEMS will make recommendations as to prospective jurisdictions where the team's equipment would be of most benefit to both the local and surrounding jurisdictions. If the



equipment remains with the Contractor the Division has the right to request access to assets and resources during times of emergency, man-made, or natural disaster.

F. Execute amendments to this MOA as the need arises.

#### *V. Division Duties*

##### *A. Administrative*

1. Support the Contractor's SMRS activities with administrative and logistical assistance as available.
2. Prepare and execute amendments to this MOA as the need arises.
3. Based on availability of funds, support ongoing activities related to healthcare preparedness and response for the Contractor.

##### *B. Response:*

1. Support and assist with regional exercises involving the Contractor.
2. In accordance with Chapter 166A of the North Carolina General Statutes, and when directed by the SERT Leader, activate and deploy SMRS assets and resources and personnel, outside of the home region as part of the statewide Mutual Aid Agreement or out-of-state when requested via the Emergency Management Assistance Compact.
3. Provide technical assistance, forms and schedules for reporting on the status of the personnel, equipment, pharmaceuticals, and training of the Contractor.
4. Provide technical assistance to the Contractor regarding the SMRS, activation and deployment of the team, and reimbursement issues.

##### *C. Personnel:*

1. Clearly establish oversight program roles and responsibilities in order to support Contractor in completion of duties.
2. Identify a program point of contact for monitoring, training, and oversight of the following systems:
  - a. Volunteer management registry
  - b. NC Sparta
  - c. Inventory management system
  - d. Communications systems and equipment

##### *D. Equipment:*

1. Assist as needed with the selection, purchase and delivery of resources, including but not limited to, trailers, vehicles and equipment to support the Contractor's SMRS program. As new resources are provided to the Contractor, the Division will provide a Transfer of Ownership letter or Memorandum of Loan Agreement along with any stipulations on usage.
2. Provide additional equipment support if funds become available and as best-practices research and development standards indicate the need.

#### *VI. Reimbursement:*

There are no funds associated directly with this Memorandum of Agreement.

**PERFORMANCE MEASURES CHART**

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

<b>Measure Type</b>	Demand	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	To increase the ability to provide emergency medical care to citizens and visitors of North Carolina during a disaster by improving the medical and logistical support available to the State Medical Response System.		

<b>Fiscal Year</b>	2019	<b>Trend</b>	Maintain
<b>Baseline Value</b>	State Medical Assistance Teams Type III to support the State Medical Response System		
<b>Target Value</b>	Maintain the availability of logistical and medical services available to the State Medical Response System, State Medical Support Shelters, and other response venues identified by the State Medical Response System.		
<b>Data Source</b>	Data is provided through communication with the Contractor and training, exercise, and real event activities.		
<b>Collection Process and Calculation</b>	Data is collected through training, exercise and real event after action reports, and intermittent reports requested from the Contractor		
<b>Collection Frequency</b>	Data is collected within 90 days of training, exercise and real event activities, and as needed by the Division.		

<b>Measure Type</b>	Input	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	The Office of Emergency Medical Services will provide logistical support through staff coordination and collaboration with the SMAT III Team as well as logistical equipment if available.		

<b>Fiscal Year</b>	2019	<b>Trend</b>	Maintain
<b>Baseline Value</b>	The Office of Emergency Medical Services provides one staff person to coordinate activities with the SMAT III.		
<b>Target Value</b>	The Office of Emergency Medical Services will provide additional staff to assist with the coordination of training, exercise and response activities		

<b>Data Source</b>	Data is provided through communication with the Contractor and training, exercise, and real event activities.
<b>Collection Process and Calculation</b>	Data is collected through training, exercise and real event after action reports, and intermittent reports requested from the Contractor
<b>Collection Frequency</b>	Data is collected within 90 days of training, exercise and real event activities, and as needed by the Division.

<b>Measure Type</b>	Output	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Increased number of participating personnel and resources from the SMAT III Team in training, exercise and real event activities that support the needs of the Office of Emergency Medical Services and the State Emergency Response System.		

<b>Fiscal Year</b>	2019	<b>Trend</b>	Increase
<b>Baseline Value</b>	The State Medical Assistance Team Type III currently provides logistical and medical support for the State Medical Response System during training, exercise and real event activities.		
<b>Target Value</b>	Provide additional logistical and medical services available to the State Medical Response System, State Medical Support Shelters, and other response venues identified by the State Medical Response System.		
<b>Data Source</b>	Data is provided through communication with the Contractor and training, exercise, and real event activities.		
<b>Collection Process and Calculation</b>	Data is collected through training, exercise and real event after action reports, and intermittent reports requested from the Contractor		
<b>Collection Frequency</b>	Data is collected within 90 days of training, exercise and real event activities, and as needed by the Division.		

<b>Measure Type</b>	Outcome	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	The Contractor in collaboration and coordination with the Office of Emergency Medical Services and other State Medical Response System partners will increase logistical, medical, and patient decontamination capabilities resulting in improved medical response and care for the citizens and visitors of North Carolina.		

<b>Fiscal Year</b>	2019	<b>Trend</b>	Maintain
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<b>Baseline Value</b>	The State Medical Assistance Team Type III currently provides logistical and medical support for the State Medical Response System during training, exercise and real event activities.
<b>Target Value</b>	Provide additional logistical and medical services available to the State Medical Response System, State Medical Support Shelters, and other response venues identified by the State Medical Response System.
<b>Data Source</b>	Data is provided through communication with the Contractor and training, exercise, and real event activities.
<b>Collection Process and Calculation</b>	Data is collected through training, exercise and real event after action reports, and intermittent reports requested from the Contractor
<b>Collection Frequency</b>	Data is collected within 90 days of training, exercise and real event activities, and as needed by the Division.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 8.**

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.

**-NC Education Lottery Application**

Request that the Board of Commissioners authorize the Chairman to execute the signed North Carolina Education Lottery application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding application for debt payment/bond payment in the amount of \$800,000 for FY2019-2020.

**-Budget Amendment and Capital Project Ordinance Brunswick County Schools**

Request that the Board of Commissioners authorize the Chairman to execute the Brunswick County Schools Budget Amendment and transfer \$3,000,000 back to Ad Valorem Contingency for return of Hurricane recovery funding as approved by the Brunswick County Board of Education on June 18, 2019.

**-FY20 JCPC Funding Budget Amendments**

Appropriate state revenues restricted of \$176,737 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 5/20/19 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration \$6,500, Coastal ART \$30,000, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) \$26,426, Providence Home \$15,000, Teen Court \$49,171, Restitution \$49,640.

**-Airport Grant 36244.58.10.4 Budget Amendment and CPO**

Appropriate additional state revenues of \$20,046 and transfer local match of \$2,227 to airport grant 36244.58.10.4 for West Apron Expansion Phase II Design.

**- Budget Ordinance Clarification for Water Fee Changes**

Retail block rates approved for FY 20 are for all retail customer meter sizes not only for those meter sizes that included usage block changes from 6,000 to 5,000 gallons.

**-Budget Amendment for Town of Leland Ambulance and Equipment Purchase**

Appropriate \$160,221 in commissioner contingency funds for the purchase of 2016 Dodge Ram 4500 Ambulance value estimate \$160,500, Ambulance 2 (reserve unit) value estimate \$25,000, 3 Power Stretchers value estimate \$36,195 and Miscellaneous Medications value estimate \$500.

**Background/Purpose of Request:**

**Fiscal Impact:**

Budget Amendment Required, Capital Project/Grant Ordinance 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

- ▣ 20190701 Attach-Public School Building Capital Fund NC Education Lottery Application
- ▣ 20190701 Attach-Brunswick County Schools Budget Amendment
- ▣ 20190701 Budget Amendment BCS Ad Valorem Contingency
- ▣ 20190701 CPO Brunswick County Schools Capital Projects
- ▣ Budget Amendment FY20 JCPC Funding
- ▣ FY20 JCPC Funding Plan
- ▣ 20190701-Attach Grant Award 36244.58.10.4
- ▣ 20190701 Budget Amendment Airport Grant 36244.58.10.4
- ▣ 20190701 CPO Airport Grant
- ▣ 20190701 Budget Amendment Purchase of Ambulance and Equip Town of Leland.pdf
- ▣ FY 2019-2020 Budget Ordinance

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: Brunswick County

Contact Person: Freyja Cahill

LEA: Brunswick County Schools - 100

Title: Finance Officer

Address: 35 Referendum Dr

Phone: 910-253-1014

Project Title: 2019-2020 Debt Service

Location: Various Schools

Type of Facility: \_\_\_\_\_

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Request use of lottery proceeds for debt service payment

**Estimated Costs:**

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		800,000.00
TOTAL	_____	\$	800,000.00

Estimated Project Beginning Date: July 1, 2019 Est. Project Completion Date: June 30, 2020

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 800,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)



(Signature — Chair, Board of Education)

(Date)

6-4-19

(Date)

# Capital

12

## BRUNSWICK COUNTY SCHOOLS BUDGET AMENDMENT

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2019.

Budget Code	Description of Code	Expenditures	Revenues
4.XXXX.495.XXX.XXX.XXX.59	Hurricane Recovery Expenses - Contracts, Repairs, Equipment	(3,000,000.00)	
4.4110.495	Ad Valorem Contingency		(3,000,000.00)
	Total:	(3,000,000.00)	(3,000,000.00)

Explanation: To return appropriated funding for storm repairs and clean up.

Total Appropriation in Current Year Budget  
Increase (Decrease) of Amendment  
Total Appropriation in Current Amended Budget

95,842,198.51  
(3,000,000.00)  
92,842,198.51

Passed by majority vote of the Board of Education of Brunswick County on 6/18/19

*Catherine D. Cooke*

Catherine Cooke  
Chairman, Board of Education

*Dr. Jerry L. Coates*

Dr. Jerry L. Coates  
Secretary, Board of Education

We, the Board of Commissioners of Brunswick County, hereby approve the changes to the BCS Capital Outlay funds as presented.

Frank Williams  
Chairman, Board of Commissioners

Date

Request Info	
Type	Budget Amendment
Description	Return funding for storm repairs and clean up
Justification	Board Meeting 07/01/2019-Transfer \$3,000,000 back to Ad Valorem Contingency for return of Hurricane Florence storm repair and clean up funds.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428006	464014	General Revenues	Fund Balance Appropriated	-3000000	Decrease	Credit
104320	459000	Ad Valorem Contingency	Capital Outlay Improvements	3000000	Increase	Debit

Total	
Grand Total:	6000000

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**CAPITAL PROJECT ORDINANCE**  
**Brunswick County Schools Capital Project**  
**(428006)**

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

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

**Brunswick County Schools Capital Project**

**Revenues:**

NC Education Lottery	7,082,039
Investment Earnings	-
Transfer from General Fund	42,526,134
Transfer from Special SCRS PRC495	3,628,226
Transfer SCRS PRC077	13,832,255
Fund Balance Appropriated	6,552,413
<b>Total School Capital Project Fund Revenues</b>	<b>\$ 73,621,067</b>

**Expenditures:**

PRC 495 Excess Ad Valorem	21,036,801
PRC 077 Local Option Sales Tax	36,001,539
GF Hold Harmless Medicaid Swap	372,871
Proc NC Education Lottery Expense	7,082,039
PY Excess Ad Val Unavailable	839,499
Transfer to General Fund	314,013
Ad Valorem Contingency	5,114,119
Sales Tax Contingency	2,860,186
<b>Total School Capital Project Fund Expenditures</b>	<b>\$ 73,621,067</b>

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

Current Funds Appropriated	\$ 42,526,134
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 42,526,134
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 1, 2019 meeting of the Brunswick County Board of Commissioners.

Request Info	
<b>Type</b>	Budget Amendment
<b>Description</b>	FY20 JCPC Funding Budget Amendments
<b>Justification</b>	Board Meeting 7/1/2019 - Appropriate state revenues restricted of \$176,737 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 5/20/19 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration \$6,500, Coastal ART \$30,000, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) \$26,426, Providence Home \$15,000, Teen Court \$49,171, Restitution \$49,640.
<b>Originator</b>	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
105833	332000	Juvenile Crime Prevnt Council	State Revenues - Restricted	6500	Increase	Credit
105833	426000	Juvenile Crime Prevnt Council	Supplies and Materials	250	Increase	Debit
105833	429200	Juvenile Crime Prevnt Council	Food	450	Increase	Debit
105833	439900	Juvenile Crime Prevnt Council	Contract Services	4800	Increase	Debit
105833	439100	Juvenile Crime Prevnt Council	Advertising	1000	Increase	Debit
104957	332000	Coop Ext-CBA(Master Gardner)	State Revenues - Restricted	49640	Increase	Credit
104957	412600	Coop Ext-CBA(Master Gardner)	Salary and Wages-Temp/Part	40038	Increase	Debit



104957	418100	Coop Ext-CBA(Master Gardner)	FICA	3063	Increase	Debit		
104957	426000	Coop Ext-CBA(Master Gardner)	Supplies and Materials	1400	Increase	Debit		
104957	431100	Coop Ext-CBA(Master Gardner)	Travel – Mileage	779	Increase	Debit		
104957	449100	Coop Ext-CBA(Master Gardner)	Dues	40	Increase	Debit		
104957	429200	Coop Ext-CBA(Master Gardner)	Food	920	Increase	Debit		
104957	435200	Coop Ext-CBA(Master Gardner)	Repair and Maint – Equipment	200	Increase	Debit		
104957	435100	Coop Ext-CBA(Master Gardner)	Repair and Maint – Building	850	Increase	Debit		
104957	439900	Coop Ext-CBA(Master Gardner)	Contract Services	130	Increase	Debit		
104957	449900	Coop Ext-CBA(Master Gardner)	Miscellaneous Expense	2220	Increase	Debit		
105843	332000	Providence Home	State Revenues – Restricted	15000	Increase	Credit		
105843	465500	Providence Home	Grant Subsidy	15000	Increase	Debit		
105846	332000	Teen Court - JCPC	State Revenues – Restricted	49171	Increase	Credit		
105846	465500	Teen Court - JCPC	Grant Subsidy	49171	Increase	Debit		
105859	332000	JCPC – Coastal Horizons	State Revenues – Restricted	56426	Increase	Credit		
105859	465509	JCPC – Coastal Horizons	Grant Sub GGC/STEP	26426	Increase	Debit		

105859	465507	JCPC – Coastal Horizons	Grant Sub Coastal Art	30000	Increase	Debit	
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<b>Total</b>							
<b>Grand Total:</b>				353474			

# Brunswick County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$176,737 Local Match: \$ \$133,464 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/ Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In- Kind				
1	Brunswick County JCPC Administrative	\$6,500						\$6,500	
2	Coastal A.R.T.	\$30,000			\$6,306			\$36,306	17%
3	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	\$26,426			\$6,321			\$32,747	19%
4	Providence Home	\$15,000	\$35,000	\$17,616				\$67,616	78%
5	Brunswick County Teen Court	\$49,171		\$35,000	\$10,185			\$94,356	48%
6	Brunswick County Restitution Program	\$49,640			\$23,036			\$72,676	32%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
<b>TOTALS:</b>		<b>\$176,737</b>	<b>\$35,000</b>	<b>\$52,616</b>	<b>\$45,848</b>			<b>\$310,201</b>	<b>43%</b>

The above plan was derived through a planning process by the Brunswick County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY FY 19-20.

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

check type ☒ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____	Area Consultant	Date _____
Reviewed by _____	Program Assistant	Date _____
Verified by _____	Designated State Office Staff	Date _____

Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners  
or County Finance Officer (Date)





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

June 11, 2019

Mr. Frank Williams, Chairman  
Brunswick County Airport Authority  
PO Box 249  
Bolivia, NC 28422

**RE: AMENDED NOTIFICATION OF AWARD**

Dear Mr. Williams:

On behalf of Governor Roy Cooper, Transportation Secretary James H. Trogon, III, and the NC Board of Transportation, this Notification of Award serves as official verification that additional State funds have been allocated for **Cape Fear Regional Jetport**, Project Request No. 2175, for State Fiscal Year (SFY) 2019.

Award ID	Description	State Funds	Local Funds
36244.58.10.4	West Apron Expansion Phase II (Design)	\$20,046	\$2,227

Upon receipt of this award letter, the NCDOT Division of Aviation requires that you submit pertinent start-up documentation within 120 days from the date of this letter. Failure to meet this deadline will result in the forfeiture of this award unless an extension is authorized in writing by the NCDOT Division of Aviation. Please visit the NCDOT Connect website listed below, and click on "Next Steps – Initial Instructions," which will walk you through the process from this letter until grant execution.

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation requires effective airport planning and management for all projects to ensure that funds are expended within two years from the date of this letter unless authorized in writing by the NCDOT Division of Aviation. Should the Airport encounter reasonable delays, the Division of Aviation has the ability to reprogram existing-year funds to a later year and divert the monies to another airport to expend those funds.

After the project is completed and the final reimbursement request has been processed, the NCDOT Division of Aviation has the authority to rescind any remaining unused funds (with the exception of NPE funds) for use toward other projects.

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF AVIATION  
1560 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1560

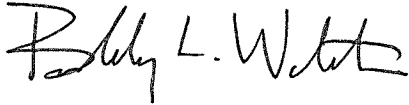
Telephone: 919-814-0550  
Fax: 919-840-9267

Website: [www.ncdot.gov/aviation](http://www.ncdot.gov/aviation)

Location:  
RDU AIRPORT  
1050 MERIDIAN DRIVE  
MORRISVILLE, NC 27560

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

A handwritten signature in black ink, appearing to read "Bobby L. Walston". The signature is fluid and cursive, with the first name "Bobby" being more prominent.

Bobby L. Walston, P.E.  
Director of Aviation

BLW/bb

cc: Governor Roy Cooper

James H. Trogdon, III, Secretary NCDOT

Julie A. White, Deputy Secretary for Multi-Modal Transportation

Richard Burr, United States Senate

Thom Tillis, United States Senate

David Rouzer, United States Congress

Michael Alford, BOT Representative

Colonel Willie Gore, Brunswick Airport Commission

Howard Franklin, Airport Manager

Request Info	
Type	Budget Amendment
Description	36244.58.10.4
Justification	Board Meeting 07/01/2019-Appropriate \$20,046 of additional State Grant funds and \$2,227 local match for airport grant 36244.58.10.4.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	449835	Airport Grants	36244.58.10.4	22273	Increase	Debit
438157	332115	Airport Grant	State Revenues	20046	Increase	Credit
438157	464011	Airport Grant	Land	-2227	Decrease	Credit

Total	
Grand Total:	40092



**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**CAPITAL PROJECT ORDINANCE**  
**Airport Grants Program**  
**Amended (438157)**

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

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

**Airport Grant Project Fund:**

**Revenues:**

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	974,637
36244.58.10.1	1,276,182
36244.58.10.2	2,037,693
36244.58.10.3	1,130,754
36244.58.10.4	277,446
36244.58.9.1	992,875
36244.58.11.1	80,734
36244.58.11.2	70,861
36244.58.8.2	225,000
36237.45.17.1	127,892
Transfer from General Fund	2,764,375
<b>Total Airport Grant Capital Project Fund Revenues</b>	<b>\$ 22,503,051</b>

**Expenditures:**

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,911
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	528,873
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	209,467
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	1,054,737

36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	1,140,298

36244.58.10.3	1,298,277
36244.58.10.4	308,273
36244.58.11.1	89,705
36244.58.8.2	250,000
36244.58.11.2	78,735
36237.45.17.1	142,103
Miscellaneous Expense	85,236
Land	2,142,348
<b>Total Airport Grant Capital Project Fund Expenditures</b>	<b>22,503,051</b>

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

Current Funds Appropriated	\$	2,764,375
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	2,764,375
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 1, 2019 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Purchase of Ambulance and Equipment
Justification	Board Meeting 07/01/2019 – Budget Amendment to purchase Ambulance and Equipment from the Town of Leland.
Originator	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104332	455000	Emergency Medical Services	Cap Outlay - Equipment	160221	Increase	Debit
109910	499100	Contingency	Contingency	160221	Decrease	Credit

Total	
Grand Total:	0

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

Be it ordained by the Brunswick County Board of Commissioners that the following expenditures, revenue and fund balance appropriations are hereby established for the fiscal year beginning July 1, 2019 and ending June 30, 2020 and hereby levies ad Valorem tax at the rate of forty-eight and one-half cents (\$.4850) per one hundred (\$100) valuation of property listed for taxes as of January 1, 2019.

**I. GENERAL FUND TYPES**

**A. GENERAL FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the General Fund for the operation of county departments, functions and agencies in accordance with the chart of accounts heretofore established for this county:

Governing Body	\$ 322,588
Administration	878,098
Human Resources	452,051
Finance	1,591,386
Tax Administration	4,565,517
Legal	709,143
Superior Judges Office	177,233
Clerk of Court	84,791
District Judges Office	700
Board of Elections	990,249
Register of Deeds	2,866,567
Management Information Services	2,872,681
Fleet Services	1,693,887
Engineering	637,936
Operation Services	7,028,435
Non-Departmental	5,644,884
District Attorney's Office	53,000
Sheriff's Office	18,456,273
Law Enforcement Separation	117,289
Detention Center	9,884,946
Emergency Services	1,951,507
Emergency Medical Services	11,229,550
Fire Departments	60,000
Building Inspections and Central Permitting	2,310,709
Fire Inspections	587,545
Rescue Squads	331,800
Central Communications Center	2,923,713
Sheriff Animal Protective Services	1,167,754
Transportation Agencies	170,572
Solid Waste	17,841,276

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**(GENERAL FUND EXPENDITURES CONTINUED)**

Environmental Protection Agencies	241,743
Community Enforcement	315,033
Planning	1,032,784
Occupancy Tax	1,650,000
Cooperative Extension	580,875
Soil & Water Conservation	244,604
Economic Development Agencies	2,021,200
Veterans' Services	210,220
Human Services Agencies	2,589,319
Brunswick County Schools	43,738,870
Brunswick Community College (By Purpose)	4,532,426
Library	1,390,668
Parks & Recreation	3,307,690
Debt Service	18,600,215
Transfer To Other Funds	16,153,916
Contingency	700,000
	<hr/>
<b>TOTAL EXPENDITURES - GENERAL FUND</b>	<b><u><u>\$ 194,911,643</u></u></b>

**2. REVENUES**

It is estimated that the following revenues will be available to the General Fund:

Ad Valorem Taxes	\$ 138,091,466
Local Option Sales Taxes	25,765,298
Other Taxes & Licenses	4,630,600
Unrestricted Intergovernmental	2,500,000
Restricted Intergovernmental	1,900,782
Permits & Fees	7,040,232
Sales and Services	6,494,900
Investment Earnings	300,500
Other Revenue	2,945,176
Fund Balance Appropriated	5,242,689
	<hr/>
<b>TOTAL REVENUES - GENERAL FUND</b>	<b><u><u>\$ 194,911,643</u></u></b>



**BRUNSWICK COUNTY, NORTH CAROLINA  
APPROVED BUDGET ORDINANCE  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**B. PUBLIC HOUSING FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Public Housing Fund:

Public Housing - Section 8	\$ 2,355,141
<b>TOTAL EXPENDITURES - PUBLIC HOUSING FUND</b>	<b>\$ 2,355,141</b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Public Housing Fund:

Restricted Intergovernmental	\$ 2,316,000
Sales and Services	38,991
Investment Earnings	150
<b>TOTAL REVENUES - PUBLIC HOUSING FUND</b>	<b>\$ 2,355,141</b>

**C. PUBLIC HEALTH FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Public Health Fund:

Public Health	\$ 6,411,578
Environmental Health	1,793,344
<b>TOTAL EXPENDITURES - PUBLIC HEALTH FUND</b>	<b>\$ 8,204,922</b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Public Health Fund:

Restricted Intergovernmental	\$ 2,655,039
Sales and Services	835,050
Other Revenue	45,000
Fund Balance Appropriated	321,100
Transfer From General Fund	4,348,733
<b>TOTAL REVENUES - PUBLIC HEALTH FUND</b>	<b>\$ 8,204,922</b>

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**D. SOCIAL SERVICES FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Social Services Fund:

DSS-Administration	<u>\$ 16,169,098</u>
<b>TOTAL EXPENDITURES - SOCIAL SERVICES FUND</b>	<b><u>\$ 16,169,098</u></b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Social Services Fund:

Restricted Intergovernmental	\$ 9,063,997
Sales and Service	80,500
Transfer From General Fund	<u>7,024,601</u>
<b>TOTAL REVENUES - SOCIAL SERVICES FUND</b>	<b><u>\$ 16,169,098</u></b>

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**II. SPECIAL REVENUE FUND TYPES**

Be it ordained by the Brunswick County Board of Commissioners, that the following expenditures and revenues are hereby established for the Brunswick County Special Revenue Funds for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

**A. EMERGENCY TELEPHONE SERVICE FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Emergency Telephone Service Fund:

Emergency Telephone Service	\$ 757,913
<b>TOTAL EXPENDITURES - EMERGENCY TELEPHONE SERVICE FUND</b>	<b>\$ 757,913</b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Emergency Telephone Service Fund:

Restricted Intergovernmental	\$ 757,913
<b>TOTAL REVENUE - EMERGENCY TELEPHONE SERVICE FUND</b>	<b>\$ 757,913</b>

**B. REGISTER OF DEEDS - TECHNOLOGY ENHANCEMENT FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Register of Deeds-Technology Enhancement Fund:

Technology Reserve Fund	\$ 201,276
<b>TOTAL EXPENDITURES - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND</b>	<b>\$ 201,276</b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Register of Deeds-Technology Enhancement Fund:

Permits and Fees	\$ 165,500
Investment Earnings	6,000
Fund Balance Appropriated	29,776
<b>TOTAL REVENUES - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND</b>	<b>\$ 201,276</b>

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**III. ENTERPRISE FUND TYPES**

Be it ordained by the Brunswick County Board of Commissioners, that the following expenditures and revenues are hereby established for the Brunswick County Enterprise Funds for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

**A. WATER FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated for the operation of the Water Fund:

Water Administration	\$ 3,358,806
Northwest Water Treatment Plant	5,045,501
211 Water Treatment Plant	3,139,324
Water Distribution Division	2,827,421
Lower Cape Fear Water and Sewer Authority - Reimbursement	390,985
Utility Billing	1,167,742
Instrumentation/Electrical Division	1,446,086
Construction Division	2,163,196
Water Debt Service	2,236,316
Transfers to Water Projects Fund Transfers Water Fund	<u>2,851,888</u>
<b>TOTAL EXPENDITURES - WATER FUND</b>	<b><u>\$ 24,627,265</u></b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Water Fund:

Sales and Services	\$ 23,874,280
Other Revenue	622,985
Investment Earnings	<u>130,000</u>
<b>TOTAL REVENUE - WATER FUND</b>	<b><u>\$ 24,627,265</u></b>

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**B. WASTEWATER FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Wastewater Fund:

Wastewater Administration	\$ 2,058,741
Collection Division	3,531,166
Construction Division	1,701,304
Northeast Regional Wastewater	1,145,605
Southwest Regional Wastewater	754,055
West Regional Wastewater	4,089,011
Ocean Isle Beach Wastewater	574,250
Wastewater Debt Service	13,690,318
Transfer to Wastewater Capital Projects Reserve Fund	<u>750,000</u>
<b>TOTAL EXPENDITURES - WASTEWATER FUND</b>	<b><u>\$ 28,294,450</u></b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Wastewater Fund:

Restricted Intergovernmental	\$ 63,550
Sales and Services	23,993,772
Other Revenue	87,400
Investment Earnings	75,000
Transfer From Wastewater Capital Projects Reserve Fund	904,000
Expendable Net Assets Appropriated	<u>3,170,728</u>
<b>TOTAL REVENUES - WASTEWATER FUND</b>	<b><u>\$ 28,294,450</u></b>

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**IV. INTERNAL SERVICE FUND TYPES**

Be it ordained by the Brunswick County Board of Commissioners, that the following expenditures and revenues are hereby established for the Brunswick County Internal Service Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

**A. WORKERS' COMPENSATION FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated for the operation of the Workers' Compensation Fund:

Premiums and Claims	\$ 415,674
<b>TOTAL EXPENDITURES - WORKERS' COMPENSATION FUND</b>	<b>\$ 415,674</b>

**2. REVENUES**

It is estimated that the following revenues will be available in the Workers' Compensation Fund:

Expendable Net Assets Appropriated	\$ 415,674
<b>TOTAL REVENUE - WORKERS' COMPENSATION FUND</b>	<b>\$ 415,674</b>

**V. CAPITAL PROJECT RESERVE FUNDS**

Be it ordained by the Brunswick County Board of Commissioners, that the following expenditures and revenues are hereby established for the Brunswick County Capital Project Reserve Funds for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

**B. SCHOOL CAPITAL PROJECT FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the School Capital Project Fund:

Special School Excess Ad Valorem	\$ 839,500
School 1/2 Cent Sales Tax	3,941,082
<b>TOTAL EXPENDITURES - SCHOOL CAPITAL PROJECT FUND</b>	<b>\$ 4,780,582</b>

**2. REVENUES**

It is estimated that the following revenues will be available in the School Capital Project Fund:

Transfer From General Fund	\$ 4,780,582
<b>TOTAL REVENUE - SCHOOL CAPITAL PROJECT FUND</b>	<b>\$ 4,780,582</b>



**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**C. WATER CAPITAL PROJECT RESERVE FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Water Capital Project Reserve Fund:

Project Designations	\$ 2,851,888
	<hr/>
<b>TOTAL EXPENDITURES - WATER CAPITAL PROJECT RESERVE FUND</b>	<b>\$ 2,851,888</b>
	<hr/>

**2. REVENUES**

It is estimated that the following revenues will be available in the Water Capital Project Fund:

Transfer From Water Fund	\$ 2,851,888
	<hr/>
<b>TOTAL REVENUE - COUNTY CAPITAL PROJECT RESERVE FUND</b>	<b>\$ 2,851,888</b>
	<hr/>

**D. WASTEWATER CAPITAL PROJECT RESERVE FUND**

**1. EXPENDITURES**

The following amounts are hereby appropriated in the Wastewater Capital Project Reserve Fund:

West Regional Capital & Replacement Fund	\$ (154,000)
Transfer to Wastewater Fund	904,000
	<hr/>
<b>TOTAL EXPENDITURES - WASTEWATER CAPITAL PROJECT RESERVE FUND</b>	<b>\$ 750,000</b>
	<hr/>

**2. REVENUES**

It is estimated that the following revenues will be available in the Wastewater Capital Project Fund:

Transfer From Wastewater Fund	\$ 750,000
	<hr/>
<b>TOTAL REVENUE - WASTEWATER CAPITAL PROJECT RESERVE FUND</b>	<b>\$ 750,000</b>
	<hr/>

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**VI. CAPITAL PROJECT/CONTINUING CONTRACT PROGRAM**

All grant projects and capital projects authorized by a previously adopted ordinance will have appropriations available for expenditure during the budget year. All continuing contracts authorized by a previously adopted annual ordinance will have appropriations available for expenditure during the budget year.

**VII. BRUNSWICK COUNTY PUBLIC SCHOOLS PROVISION**

- (a) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Board of Education Current Expense on a lump sum basis and shall be disbursed at a rate of \$3,570,011 for eleven months and \$3,570,005 for one month for a total of \$42,840,126.
- (b) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Board of Education Capital Outlay Reserve Fund, Categories II and III on a lump sum basis to be disbursed at a rate of \$74,896 for eleven months and \$74,888 for one month for a total of \$898,744.
- (c) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Board of Education Capital Outlay Reserve Fund \$839,500 of prior year excess ad valorem estimated collections.
- (d) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Board of Education Capital Outlay Reserve Fund \$6,307,528 estimated required local option sales tax reserve and \$800,000 in lottery proceeds less limited obligation debt service of \$3,166,446 related to Cedar Grove Middle School, Town Creek Elementary School, North Brunswick High School addition and the Waccamaw multi-purpose facility for a transfer to the School Capital Project of \$3,941,082 for Categories I, II, and III Capital Outlay.
- (e) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Board of Education Capital Outlay Reserve Fund, Categories I, II and III on a reimbursement of expenditures basis \$203,925 of excess ad valorem reserve funds.

**VIII. BRUNSWICK COMMUNITY COLLEGE PROVISION**

- (a) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Brunswick Community College by purpose code and as mandated by G.S. 115D 32: Institutional Support/General Administration \$237,088 (130), Plant Operations \$1,866,900 (610), and Plant Maintenance \$1,025,342 (620).
- (b) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Brunswick Community College by purpose code additional funding for not mandated: Institutional Support/General Administration \$430,758 (130), non-curriculum Instruction \$140,000 (323), Student Support \$173,338 (510), and Capital Outlay \$323,000 (920).
- (c) No more than 10% can be transferred between mandated purpose codes and no transfer of funds for non-mandated purpose codes without prior Board of Commissioners approval.
- (d) One-twelfth (1/12) of the annual budgeted funds will be advanced to the college by the 15th of every month.
- (e) The Board of County Commissioners has, in its discretion, allocated the appropriation for the Brunswick Guarantee College Tuition Scholarship Program for administrative and marketing costs of \$50,000 paid in two equal installments on July 15th and January 15th and tuitions scholarships awarded not to exceed \$286,000 on a reimbursement expenditure basis.

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**X. ELECTED OFFICIALS PROVISION**

- (a) The Board of Commissioners hereby establishes the Commission Chairman and Commission Members bi-weekly compensation rate. The Chairman shall be compensated at a bi-weekly rate of \$1,232.55. Members of the board, other than the Chair, shall be compensated at a bi-weekly rate of \$995.56. The above compensation shall include all in-county travel and expenses. When travelling outside the county elected officials will adhere to the County Travel Policy which requires pre-approval of travel by the Chairman. Optional health and dental benefits will be offered in the same manner as county employees.
- (b) The Board of Commissioners hereby sets the annual compensation rate for Brunswick County Sheriff. The Sheriff shall be compensated at an annual rate of \$139,753. Benefits will be offered in the same manner as county employees.
- (c) The Board of Commissioners hereby sets the annual compensation rate for Brunswick County Register of Deeds. The Register of Deeds shall be compensated at an annual rate of \$95,659. Benefits will be offered in the same manner as county employees.
- (d) The Board of Commissioners hereby establishes a rate of \$50 per convened meeting for Board members of the Board of Equalization and Review, Zoning Board of Adjustments, Planning Board, Jury Commissioners, Dangerous Dog Review Committee, Parks and Recreation Advisory Board, Volunteer Agricultural District Board, and Health and Human Services Board. The above compensation shall include all in county travel and expenses.
- (e) The Board of Commissioners hereby establishes the School Board Chairman and Members monthly compensation rate. The Chairman shall be compensated at a monthly rate of \$1,485 to include a local travel stipend of \$500. Members of the board, other than the Chair, shall be compensated at a monthly rate of \$1,310 to include a local travel stipend of \$425.

**XI. SMITHVILLE TOWNSHIP**

Be it ordained by the Brunswick County Board of Commissioners established for the fiscal year beginning July 1, 2019 and ending June 30, 2020 hereby levies ad Valorem tax at the rate of four cents (\$.0400) per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2019.

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**X. CAPITAL IMPROVEMENT PLAN**

Be it ordained by the Brunswick county Board of commissioners that the following Capital Improvement Plan of Brunswick County, with the sources and uses of funds established for capital projects, for fiscal years 2020 thru 2024 is hereby adopted.

County Capital Improvement Plan-Projects	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Totals
<b>Environmental Protection</b>							
Transfer Station	\$ -	\$ 731,651	\$ 4,711,225	\$ -	\$ -	\$ -	\$ 5,442,876
C&D Landfill Closure	-	-	150,000	500,000	9,284,355	-	9,934,355
Total Environmental Protection	-	731,651	4,861,225	500,000	9,284,355	-	15,377,231
<b>Culture &amp; Recreation</b>							
Brunswick Waterway Park	4,025,583	479,500	350,000	-	-	-	4,855,083
Waccamaw Multiuse Facility Building	300,000	3,500,000	-	-	-	-	3,800,000
Total Culture & Recreation	4,325,583	3,979,500	350,000	-	-	-	8,655,083
<b>General Government</b>							
Courthouse Parking Lot	1,057,369	-	-	-	-	-	1,057,369
Courthouse Renovations	1,000,800	10,950,750	1,600,000	-	-	-	13,551,550
Total General Government	2,058,169	10,950,750	1,600,000	-	-	-	14,608,919
Total County Capital Improvement Plan	\$ 6,383,752	\$ 15,661,901	\$ 6,811,225	\$ 500,000	\$ 9,284,355	\$ -	\$ 38,641,233
<b>County Capital Improvement Plan-Sources</b>							
Capital Reserve	\$ 2,133,252	\$ 8,868,500	\$ 200,000	\$ 500,000	\$ 8,867,000	\$ -	\$ 20,568,752
Grant	450,500	411,000	300,000	-	-	-	1,161,500
To be Determined	-	731,654	4,711,225	-	-	-	5,442,879
Pay-Go	3,800,000	5,650,750	1,600,000	-	417,355	-	11,468,105
Total County Capital Improvement Plan Sources	\$ 6,383,752	\$ 15,661,904	\$ 6,811,225	\$ 500,000	\$ 9,284,355	\$ -	\$ 38,641,236

**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

Education Capital Improvement Plan-Projects	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Totals
Annual Capital Outlay Budget for Categories 1, 2 and 3	\$ 3,262,196	\$ 3,343,751	\$ 3,427,345	\$ 3,513,028	\$ 3,600,854	\$ 3,690,875	\$ 20,838,049
Annual Technology Projects	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	10,200,000
New Town Creek Middle School	27,000,000	-	-	-	-	-	27,000,000
Lincoln Elementary 6 Classroom Addition	4,000,000	-	-	-	-	-	4,000,000
Town Creek Element. 6 Classroom Addition	2,740,000	-	-	-	-	-	2,740,000
West Brunswick High 12 Classroom Addition	-	-	5,250,000	-	-	-	5,250,000
North Brunswick High 12 Classroom Addition	-	-	5,250,000	-	-	-	5,250,000
Waccamaw K-2 Building Replacement	-	-	3,320,000	-	-	-	3,320,000
Design Work for Bond Issue 2 projects	4,065,543	-	-	-	-	-	4,065,543
New Early College & CTE Building	-	-	-	1,500,000	22,200,000	-	23,700,000
District Wide Athletic, Interior and Exterior Building Improvements	25,405,000	-	27,253,457	-	30,131,000	-	82,789,457
<b>Total Education Capital Improvement Plan</b>	<b>\$ 68,172,739</b>	<b>\$ 5,043,751</b>	<b>\$ 46,200,802</b>	<b>\$ 6,713,028</b>	<b>\$ 57,631,854</b>	<b>\$ 5,390,875</b>	<b>\$ 189,153,049</b>
<b>Education Capital Improvement Plan-Sources</b>							
Article 40 and 42 Sales Tax Legislated for k-12 Schools	\$ 3,546,776	\$ 3,941,082	\$ 4,190,321	\$ 4,268,785	\$ 4,333,005	\$ 4,403,867	\$ 24,683,836
Ad Valorem Designated for k-12 School Capital Outlay	837,458	898,744	921,213	944,243	967,849	987,008	5,556,515
Ad Valorem Reserve Contingency	3,417,962	203,925	15,811	-	-	-	3,637,698
GO Funds Advanced for Design Work - 1st bond issue	3,275,000	-	-	-	-	-	3,275,000
GO Funds Advanced for Design Work - 2nd bond issue	4,065,543	-	-	-	-	-	4,065,543
BOE Debt Proceeds (Bond Ref 2016)	53,030,000	-	41,073,457	1,500,000	52,331,000	-	147,934,457
<b>Total Education Capital Improvement Plan Source</b>	<b>\$ 68,172,739</b>	<b>\$ 5,043,751</b>	<b>\$ 46,200,802</b>	<b>\$ 6,713,028</b>	<b>\$ 57,631,854</b>	<b>\$ 5,390,875</b>	<b>\$ 189,153,049</b>

[illegible]

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

Water Capital Improvement Plan-Projects	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Totals
Hwy 74/76 Water-Mintz Dr. to Old Maco	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Shallotte Water Transmission Main	270,000	4,500,000	-	-	-	-	4,770,000
Utility Operations Center Expansion	-	590,000	-	-	-	-	590,000
Northwest Water Plant Expansion	285,250	47,214,750	-	-	-	-	47,500,000
Northwest Water Plant Low Pressure Reverse Osmosis Advanced Treatment	21,120,110	68,379,890	-	-	-	-	89,500,000
54" LCFWSA Parallel Raw Water Main	850,000	41,574,635	-	-	-	-	42,424,635
Hwy 74/76 Industrial Park Waterline Extension	195,540	1,490,000	-	-	-	-	1,685,540
Southeast Area Improvements	65,000	-	-	-	-	-	65,000
FY 16 Top 7 and Apollo Water Mains	1,905,000	-	-	-	-	-	1,905,000
<b>Total Water Capital Improvement Plan</b>	<b>\$ 24,755,900</b>	<b>\$ 163,749,275</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 188,505,175</b>
<b>Water Capital Improvement Plan-Sources</b>							
Capital Reserve	\$ 3,950,140	\$ 2,896,289	\$ -	\$ -	\$ -	\$ -	\$ 6,846,429
Debt Proceeds	20,805,760	157,169,275	-	-	-	-	177,975,035
To be Determined	-	903,711	-	-	-	-	903,711
Pay Go	-	2,780,000	-	-	-	-	2,780,000
<b>Total County Capital Improvement Plan Sources</b>	<b>\$ 24,755,900</b>	<b>\$ 163,749,275</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 188,505,175</b>

Wastewater Capital Improvement Plan-Projects	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Totals
Northeast Brunswick Regional WWTP 2.5 MGD Expansion	\$ 2,392,000	\$ 36,708,000	\$ -	\$ -	\$ -	\$ -	\$ 39,100,000
Enterprise Funded Low Pressure Main Extension	-	185,820	-	-	-	-	185,820
<b>Total Wastewater Capital Improvement Plan</b>	<b>\$ 2,392,000</b>	<b>\$ 36,893,820</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,285,820</b>
<b>Wastewater Capital Improvement Plan-Sources</b>							
Capital Reserve	\$ -	\$ 185,820	\$ -	\$ -	\$ -	\$ -	\$ 185,820
Other (Participant and NCDOT Reimb.)	2,392,000	36,708,000	-	-	-	-	39,100,000
<b>Total Wastewater Capital Improvement Plan Sources</b>	<b>\$ 2,392,000</b>	<b>\$ 36,893,820</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,285,820</b>



**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**XI. NEW OR CHANGED RATES AND FEES**

**The following fees and rates are hereby adopted:**

Type of	Rate or Fee	Rate or Fee
<b>Emergency Medical Services:</b>		
ALS Non Emergency A0426	\$	401.00
ALS Emergency A0427		636.00
BLS Non Emergency A0428		334.00
BLS Emergency A0429		535.00
ALS 2 A0433		920.00
Specialty Care Transport A0434		1,088.00
Mileage		11.33
ALS Treatment and No Transport		200.00
BLS Treatment and No Transport		150.00
ALS Disposables		100.00
BLS Disposables		60.00
Oxygen		50.00
IV Supplies		50.00
<b>Special Events/Standbys:</b>		
Ambulance with Two Personnel		145.00
QRV with One Paramedic		80.00
ATV with One Person		80.00
Extra Personnel per Person		50.00
<b>Building Inspections and Central Permitting:</b>		
	sq. ft x ICC Chart Value x	
Commercial ICC Permit Fee Formula-Up to 15,000 sq. ft.		.0035
	sq. ft x ICC Chart Value x	
Commercial ICC Permit Fee Formula-Up to 15,000 sq. ft.-Shell Buildings		.0035 - .20
	sq. ft. up to 15000 x ICC Chart Value x .0035 + 15001 sq. ft. or greater x ICC Chart Value x .0012	
Commercial ICC Permit Fee Formula-15,001 sq. ft. and greater		
	Sq. Ft. x ICC Chart Value x	
Residential ICC Permit Fee Formula		.004
Construction site off (includes trades)		300.00
Mobile sales office (includes trades)		300.00

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**Building Inspections and Central Permitting continued:**

Appliance/equipment change-out permit (includes trades) (per appliance)	75.00
Trade permits for minor work - B, P, M, E	100.00
Signs attached to building (trades not included)	125.00
Solar Farms (includes trades)	200.00
Same day certificate of occupancy release	75.00
Accessory Building ≤ 400 sq. ft.	100.00
Contractor Change	75.00
Duplicate Inspection Card Service Fee	6.00

**Fire Inspections:**

*Fire Prevention Permit Fees:*

The fees set forth in this section are fixed for the issuance of the permits required by the Fire Prevention Code. Construction permits are valid for a period of one year from date of issue unless, as otherwise stated on the face of the permit. Operational permits, will be valid for the same period as the inspection schedule in section 106 and the renewal will be the payment of the inspection fee for existing buildings. Renewal of permits shall be subject to fees in effect for the period of renewal.

*Required Construction Permits*

Automatic fire-extinguishing Systems	200.00
Battery Systems (greater than 50 gallons)	50.00
Cryogenic Fluids	100.00
Fire Alarm and Detection Systems and Related equipment	200.00
Private Fire Hydrants	100.00
Standpipe Systems with Sprinkler System	75.00
Temporary Membrane structures, tents, and canopies	\$50.00 per Tent

*Mandatory Operational Permits*

Explosives [Manufacturing, Storage, Handling, & Sale or use of explosives, fireworks, explosive material (60-day permit)]	300.00
Pyrotechnic special effects materials	500.00

See  
Construction  
Permit 105.7.14  
(50.00 per  
Tent)

Temporary Membrane structures, tents, and canopies	
All other permit fees required by the Technical Code	50.00
County Owned Buildings	No Charge
Foster Care DHHS Inspection	No Charge
Temporary / Conditional CO Fire Inspection	100.00

*Fire Plan Reviews*

\$30.00 + \$20.00  
per fire hydrant  
required

Subdivision

*Building - New Construction, change of use, alteration, remodel, repair, renovation, or reconstruction:*

Small Fire Plan Review / Final Fire Inspection (Less than 2,500 square feet)	100.00
Basic Fire Plan Review / Final Fire Inspection (2,500 - 10,000 square feet)	250.00
Intermediate Fire Plan Review / Final Fire Inspection (10,001 - 25,000 square feet)	500.00

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**Fire Inspections continued:**

Complex Fire Plan Review / Final Fire Inspection (25,001 - 100,000 square feet)	750.00
Special Fire Plan Review / Final Fire Inspection (More than 100,001 square feet)	1,000.00
New Construction Field re-inspection fee	75.00

Small & Basic re-inspection (each trip)	See "Inspection Fee Schedule"
Intermediate re-inspection (each trip)	section for initial
Complex re-inspection (each trip)	fire inspection
Special re-inspection (each trip)	and re-inspection fee details.

*Hazardous Chemicals*

Class A - 1-55 gals. or 1-500 lbs.	50.00
Class B - 56-550 Or 501-5,000	250.00
Class C - 551-5,500 gals. or 5001-50,000 lbs.	250.00
Class D - Over 5,500 gals. Or Over 50,000 lbs.	500.00

*Inspection Fee Schedule*

All owners or tenants of buildings in Brunswick County, which are required to be inspected by the Brunswick County Fire Code Official are subject to the following inspection fee schedule:

Initial Fire Inspection Under 1,500 square feet	25.00
Initial Fire Inspection 1,500-5,000 square feet	50.00
Initial Fire Inspection 5,000-10,000 square feet	75.00

\$100.00 + \$5.00  
/ 1,000 square feet

Initial Fire Inspection Over 10,000 square feet	
First re-inspection for non-compliance if code requirements are not met	50.00
Second re-inspection for non-compliance if code requirements are not met	100.00
Third re-inspection for non-compliance if code requirements are not met	150.00
Fourth re-inspection for non-compliance if code requirements are not met	200.00
Fifth and subsequent re-inspections for non-compliance	250.00

See Penalties  
and Fees Section.  
\$50.00 to  
\$500.00 per  
violation.

Complaint Investigation with violation found and not corrected at time of visit

See Penalties  
and Fees Section.  
\$50.00 to  
\$500.00 per  
violation.

Civil Penalties are assessed in accordance with North Carolina G.S. 153A and G.S. 160A. [First Offense, Second Offense, Third and Subsequent Offenses].

**Planning:**

Residential Zoning Development Permit	25.00
Non-Residential, Multifamily and Commercial Zoning Development Permit	75.00
Sign Zoning Permit & Plan Review	25.00
Temporary Use Permit - Large Events >1,000 Guests	300.00
Text Amendment	250.00

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**Planning continued:**

Board of Adjustment/Planning Board Variance	150.00
Special Use Permit & Plan Review <5 acres	300.00
Special Use Permit & Plan Review >5.01 acre	300.00
Board of Adjustment Appeal	175.00
Change of Use Review - Different Category	50.00
Non-Conforming Use Certificates	-
Minor Subdivision (1 - 5 Lots)	50.00
Minor Subdivision (6 - 10 Lots)	100.00
Final Plat Review (Major Subdivisions & Planned Developments)	10 per lot
Major Subdivision (11 Lots or more)	450 per lot
Site Plan Review - 0.51 acre to 1 acres	200.00
Site Plan Review - 1.01 acre to 5 acres	300.00
Site Plan Review - 5.01 acres to 10 acres	700.00
Site Plan Review - >10	750.00
Minor Site Plan & Plan Review - 0.51 acre to 1 acres	200.00
Minor Site Plan & Plan Review - 1.01 acre to 5 acres	300.00
Minor Site Plan & Plan Review - >5.01 acres	700.00
Major Site Plan & Plan Review - <5 acres	300.00
Major Site Plan & Plan Review - >5.01 acres	700.00
Rezoning - < 1 acre	350.00
Rezoning - 1.01 acre to 5 acres	400.00
Rezoning - 5.01 acres to 25 acres	450.00
Rezoning - 25.01 acres to 50 acres	600.00
Rezoning - >50	1,200.00
Rezoning - Continuance Request After Advertising	500.00
Rezoning - Additional Fee for Conditional Rezoning Request (site plan review fees will be accessed upon submittal of final site plan)	200.00
CAMA Land Use Plan - Plan Amendment	-

**Health Department:**

87491 Chylmd trach, dna, amp probe	\$ 25.00
87591 N. gonorrhoeae, dna, amp prob	25.00
90681 Rotavirus vaccine, human, attenuated, 2....	130.00
90702 Dt vaccine < 7, im	55.00
90714 Td vaccine no prsrv /= 7 im	40.00
99201 Office or other outpatient visit for the...	55.00
99202FP Office or other outpatient visit for the...	90.00
99202 Office or other outpatient visit for the...	90.00
99203 Office or other outpatient visit for the...	125.00
99204 Office or other outpatient visit for the...	190.00
99205 Office or other outpatient visit for the...	245.00
99211FP Office or other outpatient visit for the...	40.00
99211 Office or other outpatient visit for the...	40.00

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**Health Department continued:**

99212FP Office or other outpatient visit for the...	65.00
99212 Office or other outpatient visit for the...	65.00
99213FP Office or other outpatient visit for the...	85.00
99213 Office or other outpatient visit for the...	85.00
99214FP Office or other outpatient visit for the...	135.00
99214 Office or other outpatient visit for the...	135.00
99215FP Office or other outpatient visit for the...	170.00
99215 Office or other outpatient visit for the...	170.00
99381 Prev visit, new, infant	130.00
99381EP Prev visit, new, infant	130.00
99382 Prev visit, new, age 1-4	140.00
99382EP Prev visit, new, age 1-4	140.00
99383FP Prev visit, new, age 5-11	145.00
99383EP Prev visit, new, age 5-11	145.00
99383 Prev visit, new, age 5-11	145.00
99384FP Prev visit, new, age 12-17	150.00
99384EP Prev visit, new, age 12-17	150.00
99384 Prev visit, new, age 12-17	150.00
99385FP Prev visit, new, age 18-39	150.00
99385EP Prev visit, new, age 18-39	150.00
99385 Prev visit, new, age 18-39	150.00
99386FP Prev visit, new, age 40-64	200.00
99386 Prev visit, new, age 40-64	200.00
99387 Prev visit, new, age 65 & over	215.00
99391 Prev visit, est, infant	100.00
99391EP Prev visit, est, infant	100.00
99392 Prev visit, est, age 1-4	115.00
99392EP Prev visit, est, age 1-4	115.00
99393FP Prev visit, est, age 5-11	115.00
99393EP Prev visit, est, age 5-11	115.00
99393 Prev visit, est, age 5-11	115.00
99394FP Prev visit, est, age 12-17	125.00
99394EP Prev visit, est, age 12-17	125.00
99394 Prev visit, est, age 12-17	125.00
99395FP Prev visit, est, age 18-39	140.00
99395EP Prev visit, est, age 18-39	140.00
99395 Prev visit, est, age 18-39	140.00
99396FP Prev visit, est, age 40-64	150.00
99396 Prev visit, est, age 40-64	150.00
99397 Prev visit, est, 65 & over	160.00
J7297 Levonorgestrel iu 52mg 3yr	710.00
J7298FP Mirena	320.00
J7298 Mirena	930.00

**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**Health Department continued:**

J7300FP Intraut copper contraceptive	230.00
J7300 Intraut copper contraceptive	825.00
J7307FP Etonogestrel (contraceptive) implant sys...	415.00
J7307 Etonogestrel (contraceptive) implant sys...	885.00
36416 Fingerstick	10.00
87804 Rapid Flu	15.00
90691 Typhoid	100.00
90717 Yellow Fever	200.00
90738 Japanese Encephalitis	275.00
90739 Hepatitis B 2 Step Vaccine	130.00

**Water:**

Block 1 Retail Water Usage Rates	\$ 2.85
Block 2 Retail Water Usage Rates	3.30
Block 3 Retail Water Usage Rates	3.85
	0 - 5,000
Block 1 Retail Water Usage 0-6,000 gallons (3/4", 1", and 1-1/2" meters)	Gallons
	5,001 - 20,000
Block 2 Retail Water Usage 6,001-20,000 gallons (3/4", 1", and 1-1/2" meters)	Gallons
	0-5,000 gal. @
	3.30 per 1,000
Residential Irrigation Usage Rate 5 Tiers to 3 Tiers	gals.
	5,001-20,000
	gals. @ 4.30 per
Residential Irrigation Usage Rate 5 Tiers to 3 Tiers	1,000 gals.
	>20,000 gals. @
	5.70 per 1,000
Residential Irrigation Usage Rate 5 Tiers to 3 Tiers	gals.
	0-20,000 gal. @
	3.30 per 1,000
Commercial Irrigation Usage Rate 5 Tiers to 3 Tiers	gals.
	20,001-100,000
	gals. @ 4.30 per
Commercial Irrigation Usage Rate 5 Tiers to 3 Tiers	1,000 gals.
	>100,000 gals.
	@ 5.70 per 1,000
Commercial Irrigation Usage Rate 5 Tiers to 3 Tiers	gals.
Wholesale & Industrial rate based on May PPI	2.96



**BRUNSWICK COUNTY, NORTH CAROLINA**  
**APPROVED BUDGET ORDINANCE**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

**Copies of this Budget Ordinance shall be furnished to the County Manager/Budget Officer, the Director of Fiscal Operations, the Tax Administrator, and the Revenue Collector for direction in carrying out their duties.**

**Adopted this 17th day of June, 2019**

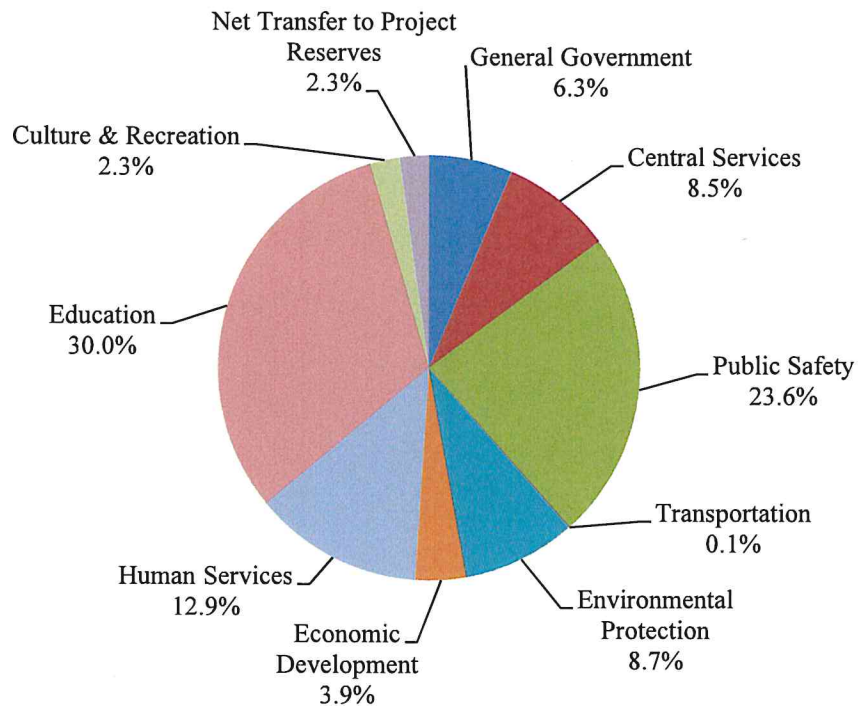
\_\_\_\_\_  
**Frank Williams, Chairman** 2019-07-01  
**Brunswick County Board of Commissioners**

**Attest:**

\_\_\_\_\_  
**Andrea White, Clerk to the Board**

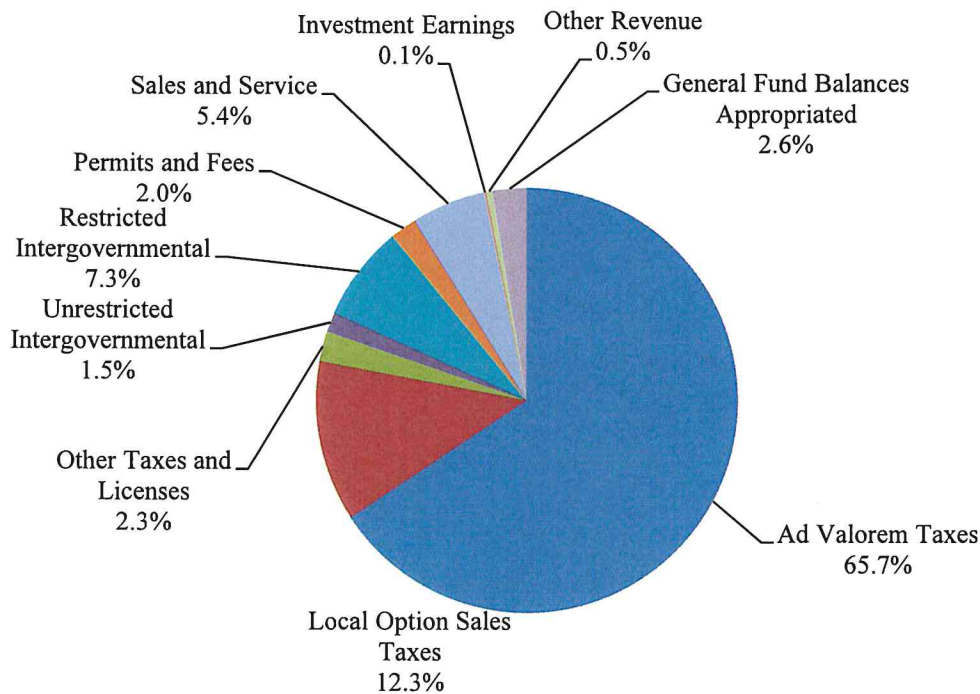
**BRUNSWICK COUNTY, NORTH CAROLINA**  
**FISCAL YEAR 2019-2020 BUDGET**  
**APPROVED EXPENDITURES GENERAL FUND GROUP**  
**COMPARED WITH FY 2018-2019 APPROVED**

	FY 2019-2020 Approved	% of Total	FY 2018-2019 Approved	% of Total	% Change Over Prior Year
General Government	\$ 13,348,323	6.3%	\$ 12,637,455	6.5%	5.6%
Central Services	17,877,823	8.5%	18,217,759	9.5%	-1.9%
Public Safety	49,526,836	23.6%	42,527,657	22.1%	16.5%
Transportation	170,572	0.1%	155,638	0.1%	9.6%
Environmental Protection	18,256,312	8.7%	16,691,188	8.7%	9.4%
Economic Development	8,199,637	3.9%	8,403,456	4.4%	-2.4%
Human Services	27,173,559	12.9%	25,821,130	13.4%	5.2%
Education	66,123,304	31.4%	57,836,145	30.0%	14.3%
Culture & Recreation	4,810,522	2.3%	5,092,332	2.6%	-5.5%
Net Transfer to Project Reserves	4,780,582	2.3%	5,136,275	2.7%	-6.9%
<b>Total Expenditures</b>	<b>\$ 210,267,470</b>	<b>100%</b>	<b>\$ 192,519,035</b>	<b>100%</b>	<b>9.2%</b>



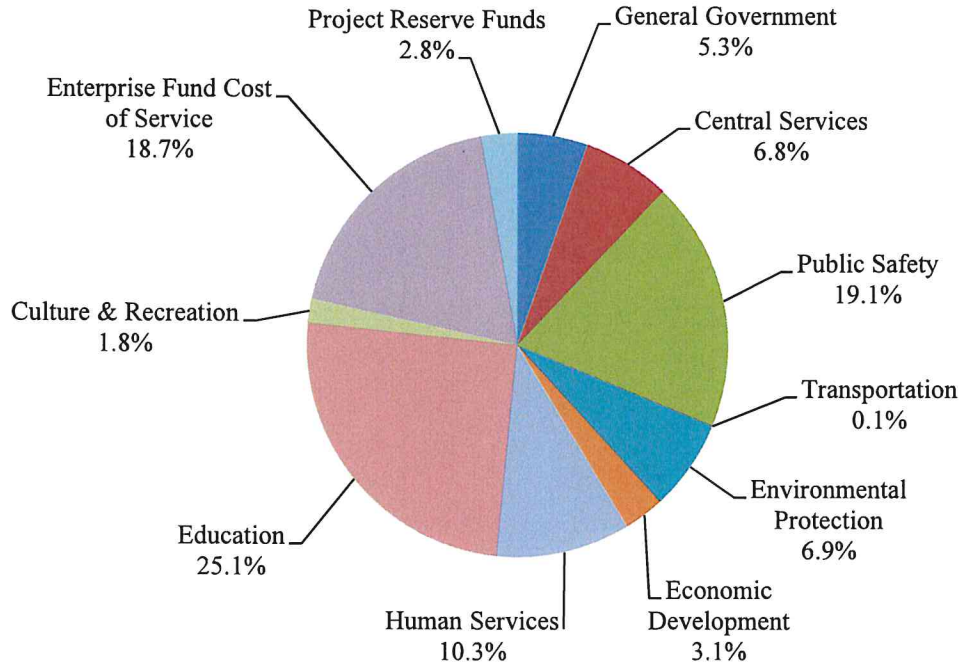
**BRUNSWICK COUNTY, NORTH CAROLINA  
FISCAL YEAR 2019-2020 BUDGET  
APPROVED REVENUES GENERAL FUND GROUP  
COMPARED WITH FY 2018-2019 APPROVED**

	FY 2019-2020 Approved	% of Total	FY 2018-2019 Approved	% of Total	% Change Over Prior Year
Ad Valorem Taxes	\$ 138,091,466	65.7%	\$ 124,680,301	64.7%	10.8%
Local Option Sales Taxes	25,765,298	12.3%	24,754,123	12.9%	4.1%
Other Taxes and Licenses	4,823,000	2.3%	4,653,000	2.4%	3.7%
Unrestricted Intergovernmental	3,123,000	1.5%	2,803,000	1.5%	11.4%
Restricted Intergovernmental	15,414,818	7.3%	14,946,377	7.8%	3.1%
Permits and Fees	4,210,982	2.0%	3,766,110	2.0%	11.8%
Sales and Service	11,924,347	5.7%	10,490,126	5.4%	13.7%
Investment Earnings	300,650	0.1%	200,650	0.1%	49.8%
Other Revenue	1,050,120	0.5%	1,239,737	0.6%	-15.3%
General Fund Balances Appropriated	5,563,789	2.6%	4,985,611	2.6%	11.6%
<b>Total Revenues</b>	<b>\$ 210,267,470</b>	<b>100%</b>	<b>\$ 192,519,035</b>	<b>100%</b>	<b>9.2%</b>



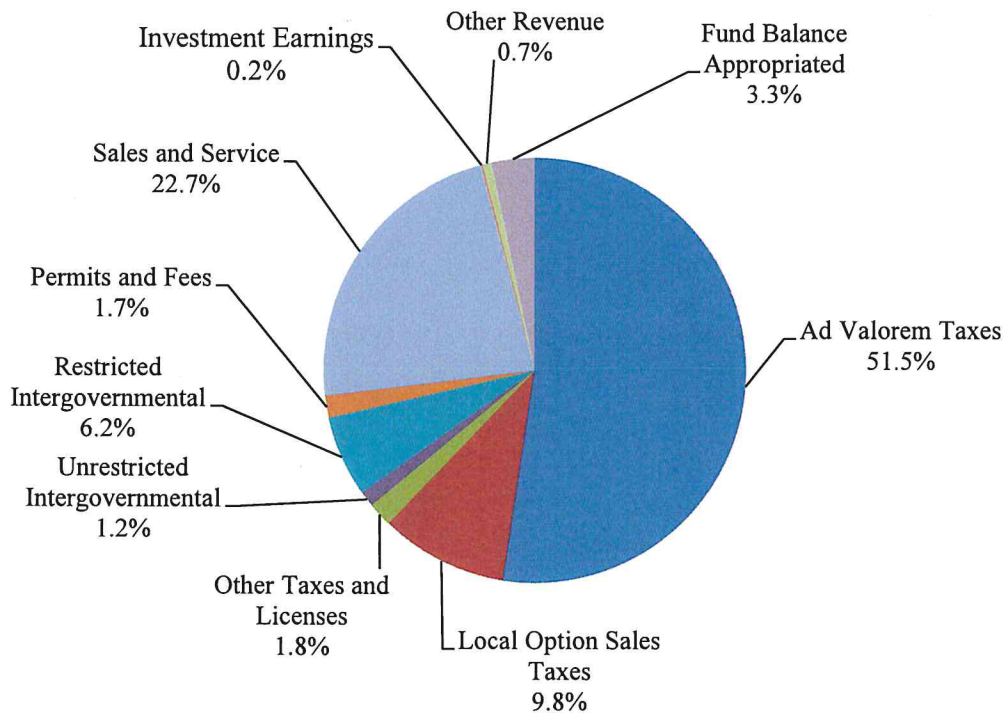
**BRUNSWICK COUNTY, NORTH CAROLINA**  
**FISCAL YEAR 2019-2020 BUDGET**  
**APPROVED EXPENDITURES (Exclusive of Internal Service Funds)**  
**COMPARED WITH FY 2018-2019 APPROVED**

	FY 2019-2020 Approved	% of Total	FY 2018-2019 Approved	% of Total	% Change Over Prior Year
General Government	\$ 13,549,599	5.3%	\$ 12,850,154	5.3%	5.4%
Central Services	17,877,823	6.8%	18,217,759	7.5%	-1.9%
Public Safety	50,284,749	19.1%	43,075,665	17.7%	16.7%
Transportation	170,572	0.1%	155,638	0.1%	9.6%
Environmental Protection	18,256,312	6.9%	16,691,188	6.9%	9.4%
Economic Development	8,199,637	3.1%	8,403,456	3.5%	-2.4%
Human Services	27,173,559	10.3%	25,821,130	10.6%	5.2%
Education	66,123,304	25.1%	57,836,145	23.8%	14.3%
Culture & Recreation	4,810,522	1.8%	5,092,332	2.1%	-5.5%
Enterprise Fund Cost of Service	49,319,827	18.7%	46,084,214	19.0%	7.0%
Project Reserve Funds	7,478,470	2.8%	8,461,419	3.5%	-11.6%
<b>Total Expenditures</b>	<b>\$ 263,244,374</b>	<b>100%</b>	<b>\$ 242,689,100</b>	<b>100%</b>	<b>8.5%</b>



**BRUNSWICK COUNTY, NORTH CAROLINA**  
**FISCAL YEAR 2019-2020 BUDGET**  
**APPROVED REVENUES (Exclusive of Internal Service Funds)**  
**COMPARED WITH FY 2018-2019 APPROVED**

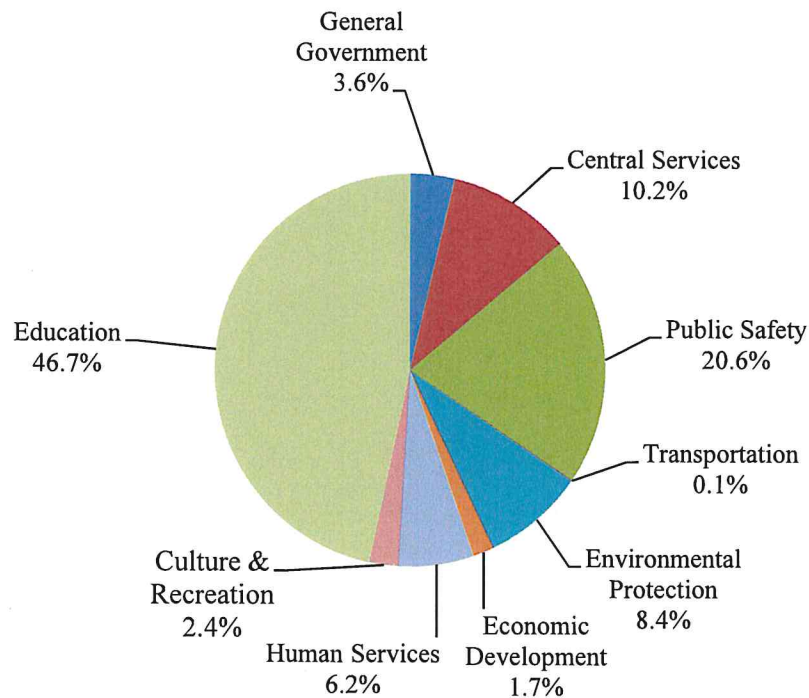
	FY 2019-2020 Approved	% of Total	FY 2018-2019 Approved	% of Total	% Change Over Prior Year
Ad Valorem Taxes	\$ 138,091,466	52.4%	\$ 124,680,301	51.5%	10.8%
Local Option Sales Taxes	25,765,298	9.8%	24,754,123	10.2%	4.1%
Other Taxes and Licenses	4,823,000	1.8%	4,653,000	1.9%	3.7%
Unrestricted Intergovernmental	3,123,000	1.2%	2,803,000	1.2%	11.4%
Restricted Intergovernmental	16,236,281	6.2%	15,586,218	6.4%	4.2%
Permits and Fees	4,364,982	1.7%	3,920,110	1.6%	11.3%
Sales and Service	59,792,399	22.7%	56,344,224	23.2%	6.1%
Investment Earnings	511,650	0.2%	324,150	0.1%	57.8%
Other Revenue	1,772,005	0.7%	1,785,105	0.7%	-0.7%
Fund Balance Appropriated	8,764,293	3.3%	7,838,869	3.2%	11.8%
<b>Total Revenues</b>	<b>\$ 263,244,374</b>	<b>100%</b>	<b>\$ 242,689,100</b>	<b>100%</b>	<b>8.5%</b>





**BRUNSWICK COUNTY**  
**2019 APPROVED TAX LEVY DISTRIBUTION**  
**FISCAL YEAR 2019-2020**

	2019 LEVY	CENTS ON TAX RATE	ONE TAX DOLLAR	%
General Government	\$ 4,916,472	0.0177	\$ 0.036	3.6%
Central Services	13,811,184	0.0496	0.102	10.2%
Public Safety	27,822,358	0.0998	0.206	20.6%
Transportation	134,298	0.0005	0.001	0.1%
Environmental Protection	11,408,958	0.0410	0.084	8.4%
Economic Development	2,366,010	0.0085	0.018	1.8%
Human Services	8,392,158	0.0301	0.062	6.2%
Culture & Recreation	3,283,169	0.0118	0.024	2.4%
Education	62,956,858	0.2260	0.467	46.7%
<b>Total</b>	<b>\$ 135,091,466</b>	<b>0.4850</b>	<b>\$ 1.000</b>	<b>100%</b>







**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 9.**

**From:**

Julie Miller

Finance - Kronos Service Agreement Renewal

**Issue/Action Requested:**

Request that the Board of Commissioners approve the renewal support agreement with Kronos for the County's payroll timekeeping services and authorize the County Manager to execute.

**Background/Purpose of Request:**

The Kronos Service Agreement provides for software support, equipment support, and educational services related to the County's payroll timekeeping system. The Contract period is from September 10, 2019 through September 18, 2020. The cost to the County in FY 20 for these services is \$59,000.26.

**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 support agreement with Kronos for the County's payroll timekeeping services and authorize the County Manager to execute.

**ATTACHMENTS:**

Description

- ▣ 20190617 Attach FY20 Kronos Renewal Service Agreement

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** COUNTY OF BRUNSWICK  
**Solution ID:** 6075250  
**Contract #:** 1170152 R03-JUN-19  
**Date:** 03-JUN-2019  
**Prepared by:** Deborah Murphy / US PublicSector3

**Bill To:** COUNTY OF BRUNSWICK  
PO BOX 249, BLDG E  
BOLIVIA NC 28422-0249  
UNITED STATES

**Ship To:** COUNTY OF BRUNSWICK  
45 COURTHOUSE DRIVE, NE  
BOLIVIA NC 28422  
UNITED STATES

**Contact:** VENTZIE PENEV  
**Email:** ventzie.penev@brunswickcountync.gov

## CONTRACT SUMMARY

**Contract Period:** 10-SEP-2019 - 18-SEP-2020

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	38,076.42	0.00	38,076.42
Equipment Support Services	14,713.39	993.15	15,706.54
Educational Services	5,217.30	0.00	5,217.30
<b>Total</b>	<b>58,007.11</b>	<b>993.15</b>	<b>59,000.26</b>

**Annualized Contract Value:** 57,837.34

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

### COUNTY OF BRUNSWICK

Signature: \_\_\_\_\_

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

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

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

### KRONOS INCORPORATED

Signature: \_\_\_\_\_

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

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

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

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** COUNTY OF BRUNSWICK  
**Solution ID:** 6075250  
**Contract #:** 1170152 R03-JUN-19  
**Date:**  
**Prepared by:** Deborah Murphy / US PublicSector3

**CONTRACT SUMMARY BY LOCATION**

Line	Bill To Location	Ship To Location	Software Support Services	Equipment Support Services	Educational Services	Estimated Tax	Location Subtotal
1	COUNTY OF BRUNSWICK PO BOX 249, BLDG E BOLIVIA NC 28422-0249	COUNTY OF BRUNSWICK 45 COURTHOUSE DRIVE, NE BOLIVIA NC 28422	37,116.85	0.00	5,217.30	0.00	42,334.15
2	COUNTY OF BRUNSWICK PO BOX 249, BLDG E BOLIVIA NC 28422-0249	COUNTY OF BRUNSWICK 30 GOVERNMENT CENTER DR BOLIVIA NC 28422	959.57	14,713.39	0.00	993.15	16,666.11

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** COUNTY OF BRUNSWICK  
**Solution ID:** 6075250  
**Contract #:** 1170152 R03-JUN-19  
**Date:**  
**Prepared by:** Deborah Murphy / US PublicSector3

**Bill To:** COUNTY OF BRUNSWICK  
 PO BOX 249, BLDG E  
 BOLIVIA NC 28422-0249  
 UNITED STATES

**Ship To:** COUNTY OF BRUNSWICK  
 45 COURTHOUSE DRIVE, NE  
 BOLIVIA NC 28422  
 UNITED STATES

**Contact:** VENTZIE PENEV  
**Email:** ventzie.penev@brunswickcountync.gov

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	TTE2000 V6 4 CH ANALOG		19-SEP-2019	18-SEP-2020	366
2	Gold	WORKFORCE ACCRUALS V8	1,300	19-SEP-2019	18-SEP-2020	366
3	Gold	WORKFORCE EMPLOYEE V8	450	19-SEP-2019	18-SEP-2020	366
4	Gold	WORKFORCE INTEGRATION MANAGER V8	1,700	19-SEP-2019	18-SEP-2020	366
5	Gold	WORKFORCE MANAGER V8	200	19-SEP-2019	18-SEP-2020	366
6	Gold	WORKFORCE MOBILE EMPLOYEE V8	1,700	19-SEP-2019	18-SEP-2020	366
7	Gold	WORKFORCE MOBILE MANAGER V8	200	19-SEP-2019	18-SEP-2020	366
8	Gold	WORKFORCE TIMEKEEPER V8	1,700	19-SEP-2019	18-SEP-2020	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	37,116.85	0.00	37,116.85

## EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		19-SEP-2019	18-SEP-2020	366

	Support Services	Estimated Tax	Subtotal
Educational Services	5,217.30	0.00	5,217.30

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** COUNTY OF BRUNSWICK  
**Solution ID:** 6075250  
**Contract #:** 1170152 R03-JUN-19  
**Date:**  
**Prepared by:** Deborah Murphy / US PublicSector3

**Bill To:** COUNTY OF BRUNSWICK  
 PO BOX 249, BLDG E  
 BOLIVIA NC 28422-0249  
 UNITED STATES

**Ship To:** COUNTY OF BRUNSWICK  
 30 GOVERNMENT CENTER DR  
 BOLIVIA NC 28422  
 UNITED STATES

**Contact:** VENTZIE PENEV  
**Email:** ventzie.penev@brunswickcountync.gov

### SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE MANAGER V8	10	10-SEP-2019	18-SEP-2020	375
2	Gold	WORKFORCE MANAGER V8	10	19-SEP-2019	18-SEP-2020	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	959.57	0.00	959.57

### EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	32	19-SEP-2019	18-SEP-2020	366
2	Depot Exchange	Options: InTouch	32	19-SEP-2019	18-SEP-2020	366

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	14,713.39	993.15	15,706.54



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 10.**

Governing Body - NCACC Voting Delegate

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners designate Commissioner Pat Sykes as the voting delegate to represent Brunswick County at the NCACC Annual Conference in Guilford County.

**Background/Purpose of Request:**

The NCACC 112<sup>th</sup> Annual Conference will be held in Guilford County August 22-24, 2019. During the business session on Saturday, August 24, scheduled from 2 – 4 p.m., each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President. In order to facilitate this process, each county has been asked to designate one voting delegate prior to Annual Conference. The deadline for submitting a voting delegate is Friday, August 16, 2019 at noon.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners designate Commissioner Pat Sykes as the voting delegate to represent Brunswick County at the NCACC Annual Conference in Guilford County.

**ATTACHMENTS:**

Description

- ☐ Voting Delegate Form



## Designation of Voting Delegate to NCACC Annual Conference

I, Patricia Sykes, hereby certify that I am the duly designated voting delegate for Brunswick County at the 112<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Guilford County, N.C., on August 22-24, 2019.

Signed: \_\_\_\_\_

Title: Commissioner

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 16, 2019:**

NCACC  
323 W. Jones Street, Suite 500  
Raleigh, NC 27603  
Fax: (919) 733-1065  
Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)  
Phone: (919) 715-2685





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Andrea White

**Action Item # V. - 11.**

Governing Body - Proclamation - Brunswick County First Responders Week

**Issue/Action Requested:**

Request that the Board of Commissioners proclaim July 21 - 27, 2019 as Brunswick County First Responders Week.

**Background/Purpose of Request:**

The Brunswick County Chamber of Commerce, North Brunswick Chamber of Commerce, and Southport-Oak Island Chamber of Commerce recently met to discuss joint efforts to help promote and preserve the well-being of Brunswick County's businesses and community as a whole. Representatives spoke with the leadership of the Brunswick County Sheriff's Office and Brunswick County Emergency Medical Services to determine an appropriate week to recognize our county's first responders.

As a result, the three Chambers have requested that the Board of Commissioners consider designating the week of July 21 - 27, 2019 as Brunswick County First Responders Week to honor the contributions, dedication, and sacrifices of first responders.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners proclaim July 21 - 27, 2019 as Brunswick County First Responders Week.

**ATTACHMENTS:**

Description

- ☐ Proclamation - First Responders Week

*County of Brunswick*  
*Office of the County Commissioners*



**PROCLAMATION DESIGNATING JULY 21 – 27, 2019 AS  
'BRUNSWICK COUNTY FIRST RESPONDERS WEEK'**

**WHEREAS**, Brunswick County, North Carolina is approaching 131,000 residents who occupy over 1,000 square miles of land and water prone to fires, floods, hurricanes, and other natural disasters, as well as threats of violence and terror; and

**WHEREAS**, Brunswick County, North Carolina is known for its extraordinary response to these emergencies and disasters; and

**WHEREAS**, the heart of Brunswick County, North Carolina's emergency response capability is our strong and prepared force of First Responders, who demonstrate great courage in the face of adversity by putting their lives on the line to protect and serve twenty-four hours a day, seven days a week; and

**WHEREAS**, First Responders unselfishly accept the challenge and extraordinary responsibility of serving others, performing their duties without regard for their own safety and provide superior levels of service; and

**WHEREAS**, as a direct and indirect result of our First Responders' extensive training, rapid emergency deployment, and coordinated efforts, citizens of Brunswick County, North Carolina's lives and wellbeing are preserved and saved; and

**WHEREAS**, every day the citizens of Brunswick County, North Carolina rely on the dedication and professionalism of First Responders to preserve the peace and secure the safety and well-being of those who live, work, and visit our community; and

**WHEREAS**, First Responders can be defined as both career and volunteer representatives from fire, police, and emergency medical services, from 911 dispatchers, law enforcement officers, firefighters, emergency medical technicians, paramedics, search and rescue, dive, and other organizations in the public safety sector; and

**WHEREAS**, the Brunswick County Commissioners, Brunswick County Chamber of Commerce, North Brunswick Chamber of Commerce, and Southport-Oak Island Chamber of Commerce have come together in a joint effort to recognize and appreciate those First Responders for their commitment to safety, defense, and honor to their community.

**NOW, THEREFORE, BE IT RESOLVED** that the Brunswick County Board of Commissioners declares the week of July 21 – 27, 2019 as 'Brunswick County First Responders Week' in honor of the contributions, dedication, and sacrifices of first responders;

**BE IT FURTHER RESOLVED**, that the Brunswick County Board of Commissioners hereby encourages:

1. The people of Brunswick County, North Carolina to observe Brunswick County First Responders Week to recognize and demonstrate their appreciation to First Responders.
2. Civic Groups to honor Brunswick County First Responders Week with appropriate civic ceremonies and activities promoting awareness of the contributions of First Responders.
3. The promotion of widespread prayer and appreciation for our First Responders

This the 1<sup>st</sup> day of July, 2019.

---

Frank Williams, Chairman  
Brunswick County Commissioners

Attest:

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Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 12.**

**From:** Health and Human Services - Health Services - Carolina  
David Stanley, HHS Executive Director Healthcare Associates, Inc. Service Contract

**Issue/Action Requested:**

Request that the Board of Commissioners approve the FY19-20 contract between the County and Carolina Healthcare Associates, Inc.

**Background/Purpose of Request:**

Carolina Healthcare Associates, Inc. has provided Maternal Health and Family Planning care for Health Services clients for many years. This agreement provides a continuation of care for Brunswick County Maternal Health clients that plan to receive care at New Hanover Regional Medical Center. This agreement also provides Family Planning clients access to quality care providers. Funding for this service comes from state and local funds in addition to insurance and client payments. Value of this renewal contract for last fiscal year was approximately \$60,000.

Staff recommends approval of this 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 FY19-20 contract between the County and Carolina Healthcare Associates, Inc.

**ATTACHMENTS:**

Description

- ☐ CHA - Health Professional Services Agreement

## **NORTH CAROLINA**

## **HEALTH PROFESSIONAL SERVICES AGREEMENT**

## **BRUNSWICK COUNTY**

**THIS HEALTH PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into 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 Carolina Healthcare Associates, Inc., (hereinafter referred to as “Provider”), party of the second part.

### **WITNESSETH:**

#### **1. SERVICES; FEES**

The services to be performed under this Agreement (hereinafter referred to collectively as the “Services”) and the agreed upon fees for said Services are set forth on Exhibit “A” attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Unless otherwise noted, 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**

The term of this Agreement begins on 07/01/2019 (the “Effective Date”) and continues in effect until 06/30/2020, unless sooner terminated as provided herein. Provider may not render Services hereunder until this Agreement is executed by Provider and returned to County.

#### **3. TERMINATION**

- a. Without Cause. County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the Services provided under this Agreement through the effective date of termination.
- b. With Cause. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider 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 immediate termination of the Agreement.
- c. Immediate Termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if: (i) Provider’s license to practice medicine in the State of North Carolina or authorization to administer

medications, including controlled substances, is denied, modified, reduced, restricted, suspended or terminated (either voluntarily or involuntarily); (ii) Provider fails to notify County of any sanctions or other professional disciplinary action or criminal action of any kind against Provider which is either initiated, in progress or completed at any time during the term of this Agreement; (iii) Provider violates any material term of the Business Associate Agreement attached hereto as Exhibit "C"; (iv) Provider 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 Provider, or has a receiver or trustee appointed for substantially all of its property; or (v) Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

#### **4. 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.

#### **5. 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, based on accurate time and travel records kept by Provider. Invoices must include detail of all Services delivered or performed under the terms of this Agreement, including the dates of service, the hours of service and any mileage for which reimbursement is being requested. All invoices shall be submitted within ninety (90) days of the date of service. 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.

#### **6. 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.

## **7. RESPONSIBILITY TO OBTAIN ALTERNATE PROVIDER**

Should Provider be unable to provide Services hereunder at any time and for any reason, it shall be solely responsible for obtaining an alternate provider who possesses the minimum qualifications as set forth herein. Provider shall be solely responsible for payment of a qualified alternate provider.

## **8. MINIMUM QUALIFICATIONS**

Provider, and any alternate provider which Provider may designate from time to time, shall possess and maintain at all times during the term of this Agreement an unrestricted, current license to practice medicine in the State of North Carolina. Provider's license number is set forth on Exhibit "B." Provider shall immediately notify County of: (i) any modification, restriction, suspension or revocation of Provider's license; (ii) any modification, restriction, suspension or revocation of Provider's authorization to prescribe or administer medications, including controlled substances; (iii) the imposition of any sanctions against Provider under Medicare or Medicaid programs or any other governmental program; or (iv) any other professional disciplinary action or criminal action of any kind against Provider which is either initiated, in progress or completed at any time during the term of this Agreement.

## **9. PATIENT ELIGIBILITY**

Eligibility of patients for Services shall be determined by County in its sole and absolute discretion. Neither party shall discriminate against any patient on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age. The parties shall strictly adhere to the North Carolina Department of Health and Human Services departmental rules and regulations.

## **10. PATIENT RECORDS**

During the term of this Agreement, County shall make available to Provider all patient records and information reasonably necessary for the performance of Provider's duties hereunder. Provider agrees to maintain said records in accordance with County policy and subject to the provisions of the Business Associate Agreement attached hereto as Exhibit "C."



## **11. HIPAA REQUIREMENTS**

The parties acknowledge that they will comply with the Health Insurance Portability and Accountability Act of 1996, as more fully set forth in the Business Associate Agreement attached hereto as Exhibit “C.”

## **12. FEDERAL RECORD-KEEPING REQUIREMENTS**

Until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, Provider shall make available, upon written request from the Secretary of the Department of Health and Human Services, or from the Comptroller General of the United States, or any of their authorized representatives, this Agreement, and all books, documents and records that are necessary to certify costs.

## **13. PROVIDER REPRESENTATIONS**

- a. 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;
- b. Provider 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 Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider’s obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain and maintain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services performed 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); and
- h. 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.

#### **14. 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.

#### **15. NON-EXCLUSIVITY**

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement. Nothing in this Agreement shall be construed to restrict Provider from providing or entering into other contracts or agreements for the provision of health care services, provided that: (i) such activities do not hinder or conflict with Provider's ability to perform its duties and obligations hereunder; (ii) in rendering such services, Provider shall neither represent nor imply that such services are being rendered by or on behalf of County; and (iii) any professional services rendered by Provider outside the scope of this Agreement shall not be billed to County.

#### **16. 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.

#### **17. DEBARMENT**

Provider 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. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

#### **18. 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.

## **19. 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.

## **20. 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.

## **21. REMEDIES**

- a. Right to Cover. If Provider fails to perform the Services hereunder for any reason, the County may employ such means as it may deem advisable and appropriate to obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement.
- b. 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.
- c. 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.

- d. 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.

## **22. 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.

## **23. 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.

## **24. NON-DISCRIMINATION IN EMPLOYMENT**

Provider 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. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider 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 County, and Provider may be declared ineligible for further County agreements.

## **25. COMPLIANCE WITH E-VERIFY PROGRAM**

Pursuant to N.C.G.S. § 143-133.3, 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. ENTIRE AGREEMENT**

This Agreement and the Exhibits hereto constitute 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, related to the subject matter herein.

## 32. 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.

## 33. 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.

## 34. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

## 35. NOTICES

- a. **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.
- b. **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.
- c. **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: Carolina Healthcare Associates, Inc.  
PO Box 1649  
Wilmington, NC 28402

### 36. 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.

ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

**CAROLINA HEALTHCARE ASSOCIATES, INC.**

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

Printed Name: Daniel Goodwin

Title: Executive Director

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”**  
**SCOPE OF SERVICES/FEES**

Scope of Services:

1. The consulting physician: shall direct the non-surgical obstetric medical services of the OB/GYN Certified Nurse Midwife in accordance with approved methods and standards of practice of the North Carolina Medical Practice Act, the code of ethics of the American Medical Assoc., the Maternal Health Program of the North Carolina Dept. of Health and Human Services and this Agency.
2. Shall provide medical and clinical consultation services to OB/GYN Certified Nurse Midwife including review of historical, physical examination, laboratory and other data.
3. Shall provide protocols for care to OB/GYN Certified Nurse Midwife for obstetrical patients under “standing medical orders”.
4. Shall provide telephone consultation to OB/GYN Certified Nurse Midwife between patient prenatal visits as necessary.
5. Shall assure that all lab reports, ultrasound reports and referrals for NHRMC designated patients are faxed directly to Brunswick County Health Services in a timely manner.
6. Shall see all patients classified as high risk after initial Brunswick County Health Services visit.
7. Shall agree to patients having required lab work performed at the closest facility to patient.
8. All Brunswick County Health Services OB patients who are designated to deliver at NHRMC, will be transferred at 39 weeks gestation to OB/GYN Specialists Clinic for their final visits.

The Certified Nurse Midwife or Professional’s substitute will:

1. See all patients choosing to deliver at NHRMC at Brunswick County Health Services for the initial visit and at each visit thereafter.
2. Consult by phone with OB/GYN Specialists physicians to discuss patient care and/or treatment as necessary.
3. Follow all written Brunswick County Health Services medical policies and procedures.
4. Refer all high risk NHRMC patients directly to OB/GYN Specialists for care.

5. Transfer low risk OB patients who are designated to deliver at NHRMC to OB/GYN Specialists beginning at 39 weeks gestation or at 36 weeks gestation if a cesarean delivery is required.
6. Refer patients for lab work to closest facility to patient.
7. Refer all OB patients who are designated to deliver at NHRMC to Atlantic Maternal Fetal Medicine, OB/GYN Specialists, NHRMC, or the Medical Mall for ultrasounds or to Novant Health - Brunswick Medical Center for Dating Ultrasounds.
8. Provide services to the Brunswick County Health Department Family Planning Clinic.

Billing and Fees:

1. Brunswick County Health Services shall remit to Provider the sum of \$71.99 per hour, for up to 27 hours per week, for the purpose of providing to Brunswick County Health Services, OB/GYN Certified Nurse Midwife services. Provider will submit a completed time sheet as supporting documentation to the accounting department, indicating the date, start and end time, program, and signature. This time sheet must be turned in at the end of each month worked. Telephone consultation, as set forth in Paragraph 4 above, will be reimbursed in quarterly hour increments at the above rate.
2. Provider shall bill Brunswick County Health Services no more frequently than monthly. However, billing should be submitted within 90 days of service. All bills for services performed during the term of this Agreement shall be submitted on or before June 30 of the respective fiscal year.

**EXHIBIT “B”  
LICENSURE**

Licensed to practice medicine in North Carolina.

Physician: \_\_\_\_\_

License Number: \_\_\_\_\_

Physician: \_\_\_\_\_

License Number: \_\_\_\_\_

**EXHIBIT "C"**  
**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "Covered Entity"), and Carolina Healthcare Associates - Wilmington, (hereinafter referred to as "Business Associate"), (hereinafter referred to individually as a "Party" and collectively as the "Parties").

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

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

WHEREAS, Covered Entity and Business Associate have entered into a Health Professional Services Agreement of even date herewith for the provision of medical services by Business Associate, of which this Agreement is made an integral part thereof; and

WHEREAS, in fulfilling its obligations under the Health Professional Services Agreement, Business Associate may have access to Protected Health Information (as defined below).

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

WITNESSETH:

**I. DEFINITIONS**

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

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including

without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes, without limitation, “Electronic Protected Health Information” as defined below.

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

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

## II. TERM

The term of this Agreement runs concurrent with the Health Professional Services Agreement of which it is a part, unless sooner terminated as provided herein.

## III. CONFIDENTIALITY AND SECURITY REQUIREMENTS

### a. Business Associate agrees:

- i. to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship; or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Health Professional Services Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule; and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;
- ii. at termination of this Agreement, the Health Professional Services Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those

purposes that make the return or destruction of the information not feasible;  
and

- iii. to ensure that its agents, including any subcontractor or alternate provider to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.
- b. Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:
  - i. if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met.
    - 1. The disclosure is required by law; or
    - 2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - ii. for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- c. Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

- d. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.
- e. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

#### IV. AVAILABILITY OF PROTECTED HEALTH INFORMATION

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

#### V. TERMINATION

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

#### VI. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate hereunder shall survive any expiration, termination, or cancellation of this Agreement, the Health Professional Services Agreement and/or the business relationship of the parties.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

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

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing, for a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either party has the right to terminate this Agreement and the Health Professional Services Agreement immediately.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



## VII. 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.

ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

**CAROLINA HEALTHCARE ASSOCIATES - WILMINGTON**

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

Printed Name: Amanda Hickman

Title: Provider Services Associate

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

APPROVED AS TO FORM

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



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
David Stanley

**Action Item # V. - 13.**

Health and Human Services - Health Services - Flu Season  
Report

**Issue/Action Requested:**

Request that the Board of Commissioners review and approve the 2018-2019 Influenza Season Annual Report.

**Background/Purpose of Request:**

As one of the essential services provided by all local health departments, Brunswick County Health Services provides vaccinations to Brunswick County citizens in an effort to prevent influenza illnesses. Influenza (flu) is a contagious respiratory illness caused by influenza viruses that can cause mild to severe illness. Serious outcomes of flu infection can result in hospitalization or death with older people, young children, and people with weakened immune systems being the most susceptible. Nationwide, the CDC estimates that flu illnesses resulted in at least 531,000 hospitalizations and at least 36,400 deaths this season alone.

Staff recommends approval of the report.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Reviewed and approved for recommendation to BOC -- 6/24/19

**County Manager's Recommendation:**

Recommend that the Board of Commissioners review and approve the 2018-2019 Influenza Season Annual Report.

**ATTACHMENTS:**

Description

▣ FY2018-2019 Flu Season Report



# 2018-2019 INFLUENZA SEASON REPORT

## Flu Symptoms

*Fever or feeling feverish/ chilled*

*Cough*

*Sore Throat*

*Runny Nose*

*Muscle or Body Aches*

*Headaches*

*Fatigue*

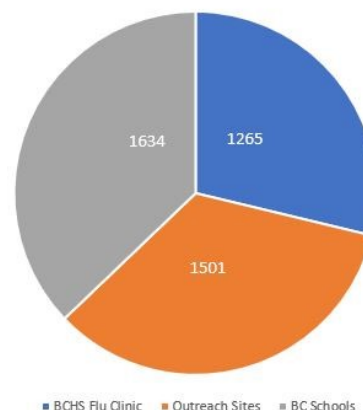
## How to Prevent the Spread of Flu:

- **Get Vaccinated**
- **Avoid Close Contact** with people who are sick
- **Stay Home** When You are Sick
- **Cover Your Mouth and Nose** when coughing or sneezing
- **Wash Your Hands**
- **Avoid Touching** Your Eyes, Nose, and Mouth
- **Practice Other Good Health Habits**, like getting plenty of sleep, remaining physically active, and eating well.

The 2018-2019 flu season (October – May) was relatively average in Brunswick County, with the peak of flu transmission occurring in January and February. Three Brunswick County residents died from flu-related illnesses. In comparison, there were 208 deaths in North Carolina during this flu season. All three of the deceased were elderly and had other health-related complications that contributed to their deaths.

Also, during the peak period, one flu outbreak occurred at a care facility. Brunswick County Health Services Communicable Disease nurses put control measures into place to prevent additional cases from occurring.

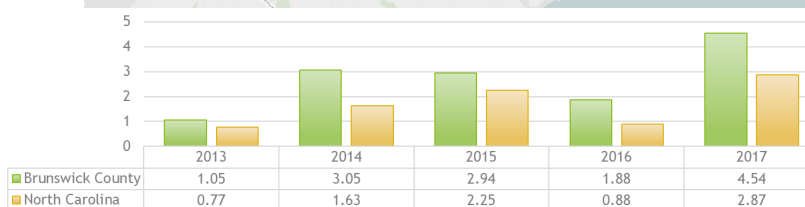
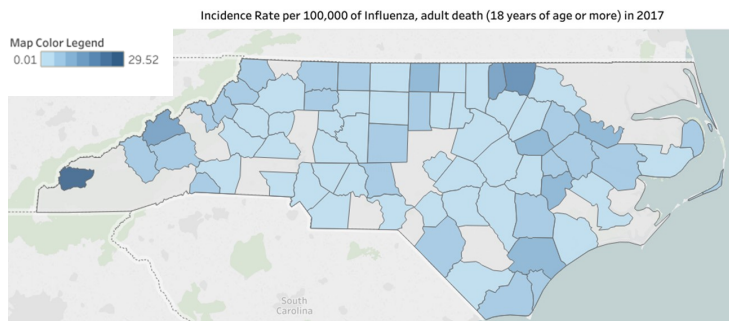
Number of Vaccines Administered



## FLU CLINIC

The BCHS Flu Clinic began on October 1 in the Board Room where a total of 1265 flu vaccinations were given through April of 2019. Staff also administered 1501 flu vaccines at 23 outreach sites and 1634 flu vaccines at all 19 Brunswick County schools. With the total effort, 4400 vaccines were administered, the most since 2014.

## BRUNSWICK COUNTY FLU DEATHS AS COMPARED TO NORTH CAROLINA (INCIDENCE RATE PER 100,000)





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 14.**

**From:** Health and Human Services - Health Services - Memorandum Of  
David Stanley, HHS Executive Director Understanding regarding Preparedness Resource Sharing Policy

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Memorandum of Understanding regarding Preparedness Resource Sharing Policy - Brunswick and New Hanover Counties.

**Background/Purpose of Request:**

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

The intent of this policy is to allow for regionalization to occur, to complete the required capabilities of the CDC Public Health Preparedness Cooperative Agreement and to assure accountability at all levels. Expectations for the deliverables of the Cooperative Agreement and the Preparedness Agreement Addendum 514 (AA514) may vary year to year as the federal program changes. Updates will be distributed by the Office of Public Health Preparedness and Response (PHP & R). "Preparedness Coordinator (PC)" refers to an individual identified who is the person responsible for fulfilling the planning processes and writing the plans as required by the AA514. The value of this renewal MOU is \$39,751.

Staff recommends approval of the MOU with New Hanover County for Public Health Preparedness.

**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 Memorandum Of Understanding regarding Preparedness Resource Sharing Policy - Brunswick and New Hanover Counties.

**ATTACHMENTS:**

Description

- ▣ MOU for Shared Preparedness

## **MOU regarding Preparedness Resource Sharing Policy – Brunswick and New Hanover Counties**

### **INTRODUCTION**

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

### **MULTIPLE HEALTH DEPARTMENTS**

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

Deliverables by the PC as outlined by AA514 include:

<b>Responsibility</b>	
1.	Participate in state and regional planning processes by attending, at minimum <ol style="list-style-type: none"><li>75% of regional planning meetings in this area</li><li>The annual Preparedness Symposium</li></ol>
2.	Meet the following Public Health Emergency Preparedness (PHEP) requirements: <ol style="list-style-type: none"><li>Complete quarterly call down drills, Government Emergency Telecommunications Services (GETS) Card checks, redundant communication platform checks and system checks.</li><li>Complete Training and Exercise Planning Workshop (TEPW) and a Multi-Year Training and Exercise Plan (MYTEP), as well as trainings and exercises with After Action Reports and Corrective Action Plans per Homeland Security Exercise Evaluation Plan (HSEEP) guidance.</li><li>Complete an annual Medical Countermeasure (MCM) Action Plan by May 31, 2020 and provide updates quarterly to the regional Public Health Preparedness &amp; Response (PHP&amp;R) Pharmacist.</li><li>Complete an annual ORR self-assessment and submit all required forms and evidence to the North Carolina Disease Event Tracking and Epidemiological Collection Tool (NC DETECT) database no later than May 31, 2020.</li><li>Provide updates/data for each Point of Dispensing/Local Receiving Site (POD/LRS) location, hospital information sheets, and other documents as requested.</li></ol>

<b>Responsibility</b>	
4.	Maintain preparedness and response activities by: <ul style="list-style-type: none"> <li>a. Maintaining a system to receive reports of communicable diseases, environmental hazards or other public health threats on a 24-hour-a-day, 7-day-a-week basis.</li> <li>b. Maintain radio equipment, as assigned, to communicate with local, regional and state emergency communication networks.</li> <li>c. Establishing and maintaining an OSHA-compliant respiratory protection program in accordance with 29 CFR 1910.134. This may be in conjunction with other programs in the Local Health Department.</li> <li>d. Maintaining a current Incident Command System (ICS) and National Incident Management System (NIMS) as guided by the NC Public Health Workforce ICS and NIMS Training Directive.</li> </ul>
5.	Be involved in a local emergency planning committee, epidemiology meetings, and other meetings by request.
6.	Submit Homeland Security Exercise and Evaluation Plan (HSEEP) documentation, After Action Reports (AARs), and other documents as required by the CDC within 120 days of the conclusion of an exercise or real-world event.

Deliverables by the Health Director include:

1. Health Directors, Fiscal Officers and designated individuals as required will be in attendance at site visits to assess compliance with CDC grant and Agreement Addendum requirements and/or financials.
2. The local county health department and county government will supply statistics and information required to complete the tasks listed in the AA514.
3. The county will provide access to the county IT system.
4. The local health director or designee will make introductions as required to county officials and county partners to assist the PC in completing the tasks outlined in the AA514.
5. The local health director or designee who has decision making authority will:
  - Meet with the PC once a month
  - Make introductions, as required, to county officials and county partners to assist the PC in completing the tasks outlined in the AA514
6. The term of this contract is 6/1/19 through 5/31/20.
7. New Hanover County will bill Brunswick County monthly (\$3,312.58 per month), with terms – Net 30.

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

Total Salary, Fringe and Operating Expense:	\$119,751	
Minus New Hanover County portion (funding):	<u>(\$80,000)</u>	
Balance of cost to Brunswick County:	\$39,751	(\$3,312.58 per month)

Miscellaneous Terms and Conditions:

1. Neither party shall 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. Each party shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment.
2. Pursuant to N.C.G.S. § 143-133.3, each party shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, each party agrees that 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 shall require its subcontractors to do the same.
3. To the extent applicable, neither party waives its governmental immunity by entering into this policy, and each fully retains all immunities and defenses provided by law with regard to any action based on this policy.
4. This policy 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 policy shall be brought in the General Court of Justice of the State of North Carolina in either Brunswick County or New Hanover County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
5. Should a dispute arise as to the terms of this policy, 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.
6. This policy, 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 document. This policy 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 policy by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

\_\_\_\_\_  
New Hanover County Health Director  
Phillip Tarte

\_\_\_\_\_  
Date

ATTEST:

BRUNSWICK COUNTY

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

"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

\_\_\_\_\_  
Lisa Wurtzbacher, Chief Financial Officer  
New Hanover County, North Carolina

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan W. Batton, Asst. County Attorney  
Brunswick County, North Carolina

\_\_\_\_\_  
Wanda Copley, County Attorney  
New Hanover County, North Carolina





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 15.**

**From:** Utilities - Information Regarding Sewer System Permits  
John Nichols, P.E.

**Issue/Action Requested:**

Request that the Board of Commissioners receive information pertaining to the letter from the North Carolina Department of Water Quality regarding issuance of sewer system permits.

**Background/Purpose of Request:**

A letter from the North Carolina Department of Water Quality was issued due to the Northeast Brunswick Regional Wastewater Treatment Plant being over 92% of current treatment capacity.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive information pertaining to the letter from the North Carolina Department of Water Quality regarding issuance of sewer system permits.

**ATTACHMENTS:**

Description

- ☐ Utilities - Letter from DEQ - Attach 1
- ☐ Utilities - Media Release and Public Notice - Attach 2



NORTH CAROLINA  
Environmental Quality

ROY COOPER  
*Governor*

MICHAEL S. REGAN  
*Secretary*

LINDA CULPEPPER  
*Director*

June 14, 2019

CERTIFIED MAIL 7015 0640 0007 9833 6803  
RETURN RECEIPT REQUESTED

RECEIVED

JUN 20 2019

BRUNS. CO. ADMIN.

Ms. Ann Hardy, County Manager  
Brunswick County  
P. O. Box 249  
Bolivia, NC 28422-0249

Subject: Imposition of Sewer Line Moratorium  
Demonstration of Future Wastewater Treatment Capacities  
NPDES Permit NC0086819  
Northeast Brunswick Regional WWTP  
Brunswick County

Dear Ms. Hardy:

15A NCAC 02T .0118, "Demonstration of Future Wastewater Treatment Capacities," was adopted by the Environmental Management Commission to ensure that wastewater treatment systems owned or operated by municipalities, counties, sanitary districts or public utilities do not exceed their hydraulic treatment capacities. This Rule specifies that no permits for sewer line extensions will be issued by the Division of Water Resources to facilities exceeding 80% of their hydraulic treatment capacity unless specific evaluations of future wastewater treatment needs have been completed. Facilities exceeding 90% of their hydraulic treatment capacity must submit plans and specifications and obtain all permits needed for expansion of the wastewater treatment system before permits for sewer line extensions may be issued.

A review of your self-monitoring reports has indicated flow at the subject facility exceeded the 90% threshold for calendar year 2018. The average flow calculated for this period was **2.29 MGD**, and represented **92.3%** of the current treatment capacity. Therefore, we will be unable to approve any further sewer line extensions for this facility until such time as you have complied with the requirements contained in the Rule.

In order to attain compliance with the Rule, you must obtain all permits needed for expansion of the wastewater treatment system and, if construction is needed, submit approvable final plans and specifications for expansion of the wastewater treatment system, including a construction schedule. If expansion is not proposed or is proposed for a later date, a detailed justification must be made and



North Carolina Department of Environmental Quality | Division of Water Resources  
1617 Mail Service Center | Raleigh, North Carolina 27699-1617  
919-707-9125

approved by the Director based on past growth records and future growth projections and as appropriate, shall include conservation plans or other specific measures to achieve waste flow reductions.

To prevent delays in the processing of your future permit applications for sewer line extensions, please submit a plan of action containing the information necessary to comply with the appropriate demonstrations as described above to the following address:

DENR-DWR  
Compliance & Expedited Permitting Unit  
1617 Mail Service Center  
Raleigh, North Carolina 27699-1617

Provision For Sewer Line Approvals While On Moratorium

Per the terms of NCAC 02T .0118 (3), the Director may, on a case by case basis, allow permits to be issued to facilities exceeding the 80 or 90 percent loading rates if: 1) the additional flow will not cause the facility to exceed its permitted hydraulic capacity, 2) the facility is in compliance with all other permit limitations and requirements and 3) it is demonstrated that adequate progress is being made in developing the required engineering evaluations or plans and specifications. Delegation for approval and denial of such requests has been given to the Water Quality Regional Operations Supervisor for the Wilmington Region. If you wish to ask for a waiver of the moratorium per this provision of the rule, please send all required information in support of your request to the Wilmington Regional Office.

Any plans and specifications for expansion should be submitted to the Division of Water Infrastructure.

We look forward to working with you on development of plans to meet your future wastewater treatment needs. If you have any questions regarding this matter, please contact the Water Quality Regional Operations staff of our Wilmington Regional Office at (910) 796-7215, or Emily DelDuco of the Compliance & Expedited Permitting Unit at (919) 707-9125. E-mail correspondence may be directed to Ms. DelDuco at [emily.delduco@ncdenr.gov](mailto:emily.delduco@ncdenr.gov).

Sincerely,



Linda Culpepper, Director  
Division of Water Resources

Attachment (15A NCAC 02T .0118)

cc: NPDES Files  
Central Files  
ec: Wilmington Regional Office

**15A NCAC 02T .0118 DEMONSTRATION OF FUTURE WASTEWATER TREATMENT CAPACITIES**

No permits for sewer line extensions shall be issued to wastewater treatment systems owned or operated by municipalities, counties, sanitary districts, or public utilities unless they meet the following requirements:

- (1) Prior to exceeding 80 percent of the system's permitted hydraulic capacity (based on the average flow during the last calendar year), the permittee shall submit an engineering evaluation of their future wastewater treatment, utilization, and disposal needs. This evaluation shall outline plans for meeting future wastewater treatment, utilization, or disposal needs by either expansion of the existing system, elimination or reduction of extraneous flows, or water conservation and shall include the source of funding for the improvements. If expansion is not proposed or is proposed for a later date, a justification shall be made that wastewater treatment needs will be met based on past growth records and future growth projections and, as appropriate, shall include conservation plans or other measures to achieve waste flow reductions.
- (2) Prior to exceeding 90 percent of the system's permitted hydraulic capacity (based on the average flow during the last calendar year), the permittee shall obtain all permits needed for the expansion of the wastewater treatment, utilization, or disposal system and, if construction is needed, submit final plans and specifications for expansion, including a construction schedule. If expansion is not proposed or is proposed for a later date, a justification shall be made that wastewater treatment needs will be met based on past growth records and future growth projections and, as appropriate, shall include conservation plans or other specific measures to achieve waste flow reductions.
- (3) The Director shall allow permits to be issued to facilities that are exceeding the 80 percent or 90 percent disposal capacity if the additional flow is not projected to result in the facility exceeding its permitted hydraulic capacity, the facility is in compliance with all other permit limitations and requirements, and adequate progress is being made in developing the required engineering evaluations or plans and specifications. In determining the adequacy of the progress, the Director shall consider the projected flows, the complexity and scope of the work to be completed, and any projected environmental impacts.

*History Note:* Authority G.S. 143-215.3;  
Eff. September 1, 2006;  
Readopted Eff. September 1, 2018.



## Brunswick County Media Release



For immediate release  
Contact: John Nichols, (910) 253-2657  
[john.nichols@brunswickcountync.gov](mailto:john.nichols@brunswickcountync.gov)

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### **Northeast Brunswick Regional Wastewater Treatment Plant – Temporary Suspension of Sewer Line Extension Permits**

The NC Division of Water Resources has temporarily suspended the issuance of Sewer Line Extension Permits for sewer flows tributary to the Northeast Brunswick Regional Wastewater Treatment Plant. This does not affect the issuance of building permits or approvals for sewer connections to parcels already part of an approved subdivision plan. Rather, it will affect the approval of new engineered subdivision plans tributary to the Northeast Brunswick Regional Wastewater Treatment Plant that require an extension of a sewer main. Sewer Line Extension Permits may again be issued once all necessary permits for the wastewater treatment expansion are acquired. Brunswick County and its consultants have been working diligently on the design of a 2.5 mgd expansion of the Northeast Brunswick Regional Wastewater Treatment Plant and expect all permits to be available no later than the end of September 2019. Moreover, Brunswick County has already taken steps with its wholesale customers to reduce flows tributary to the plant. Also, due to a more normalized rainfall pattern this year instead of the record rainfalls occurring during calendar year 2018, flows into the plant have dropped dramatically. An action plan is being compiled and will be submitted to the state regulators that outlines justifications for allowing the issuance of sewer extension permits immediately.

## **BRUNSWICK COUNTY**



### **PUBLIC NOTICE AS REQUIRED BY NCGS 143-215.67 (d)**

The North Carolina Division of Water Resources has issued a Sewer Line Moratorium for sewer flows tributary to the Northeast Brunswick Regional WWTP (NC0086819) located at 10480 Royster Road in Leland, NC.

Per the terms of NCAC 02T .0118 (3), Brunswick County will be requesting permits be issued as the subject facility undergoes treatment capacity expansion.

If you need additional information or have questions regarding this notice, please contact:

Donald B Dixon  
Deputy Director, Wastewater Operations  
Brunswick County Public Utilities  
donald.dixon@brunswickcountync.gov  
(910) 253-2657



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Catherine Lytch

**Action Item # V. - 16.**

Health and Human Services - Social Services: Annual Energy Outreach Plan

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2019-2020.

**Background/Purpose of Request:**

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

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Health and Human Services Advisory Board reviewed the plan on May 20, 2019 and recommends that the plan be approved by the Board of Commissioners.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2019-2020.

**ATTACHMENTS:**

Description

- Energy Outreach Plan FY 2019-2020

**Brunswick County Department of Social Services**  
**Energy Outreach Program**  
**FY 2019-2020**

Interagency committee will consist of the following agencies:

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

**Crisis Intervention Program:**

All CIP applications will be processed by the Intake Income Maintenance Caseworkers (IMC).

All IMCs have completed the NC FAST Energy Training and policy refresher training as needed.

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

Wait times are minimal due to number of IMCs available to take and process applications.

**Low Income Home Energy Assistance Program:**

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

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

Adult service social work staff will take applications out to their clients and one (1) IMC will go to each of the Senior Center sites to take applications during the first month of LIHEAP.

The county will contract with a local agency to assist with taking and processing LIHEAP applications.

Outreach information will be available at the following locations:

- Local Food Pantries
- Health Department
- Local Churches
- Senior Centers
- Public Housing Office
- Veterans Office

Application Process:

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



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

Vanell Walker – Economic Service Program Administrator  
[Vanell.walker@brunswickcountync.gov](mailto:Vanell.walker@brunswickcountync.gov) or 910-253-2176

Catherine Lytch – Social Services Director  
[Catherine.lytch@brunswickcountync.gov](mailto:Catherine.lytch@brunswickcountync.gov) or 910-253-2113

Submitted by:

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Catherine Lytch, Social Services Director

Approved by:

---

Frank Williams, Brunswick County Commissioner  
Board Chairman



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 17.**

**From:** Health and Human Services - Social Services - Non-Profit  
David Stanley, HHS Executive Director      Contracts

**Issue/Action Requested:**

Request that the Board of Commissioners approve the renewal of contracts between Brunswick County and the non-profit agencies Hope Harbor Home, Inc., Brunswick Family Assistance, Coastal Horizons Center, Inc., Providence Home, and Brunswick Housing Opportunities.

**Background/Purpose of Request:**

Each year, Health and Human Services utilizes a variety of contracts to help improve service delivery in the county. The contracts referenced represent agreements with non-profit entities that provide certain, necessary services to Brunswick County residents. Each of the agencies compliment the mission of Health and Human Services and are required to submit monthly invoices for payment of services provided.

Brunswick Family Assistance (BFA) is a non-profit agency that provides assistance to Brunswick County residents in various forms, including: utilities, rent, prescriptions, shelter, transportation, etc.

Coastal Horizons Center is a non-profit agency that provides a continuum of professional services for prevention, crisis intervention, sexual assault victims, criminal justice alternatives, and treatment of substance abuse and mental health disorders.

Hope Harbor is a non-profit agency that offers an around-the-clock, fully staffed safe shelter and crisis hotline, support groups, victim advocacy, meals, clothing, transportation, and personal needs to victims. In addition, we operate a victim advocacy office in the Brunswick County Courthouse, with the goal of ensuring that domestic violence survivors understand and have access to all legal protections available to them.

Providence Home is a private, non-profit organization. It is the only shelter providing services to children 10-17 years-old. Services become necessary due to an emergency or crisis when a child cannot remain with their family. Providence Home is licensed by the State of North Carolina as a six-bed facility and provides Brunswick County children, who are in a crisis, a safe location under adult supervision, 24 hours a day, seven days a week. Children are referred to Providence Home by Brunswick County law enforcement, parents, and Health and Human Services.

Brunswick Housing Opportunities is a non-profit agency that provides affordable housing and housing rehabilitation services. In addition to their repair services, the agency provides counseling services such as affordable housing, foreclosure prevention, reverse mortgage, veteran and senior housing, and other related counseling services. All of these services are to the benefit of qualified Brunswick County residents.

Total value of the renewal non-profit contracts is as follows:

Hope Harbor Home - \$90,000.00  
BFA - \$172,000.00

Coastal Horizons - \$35,000.00  
Providence Home - \$35,000.00  
BHO - \$50,000.00

Staff recommends approval of the renewal contracts to assist in service delivery to our citizens.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the renewal of contracts between Brunswick County and the non-profit agencies Hope Harbor Home, Inc., Brunswick Family Assistance, Coastal Horizons Center, Inc., Providence Home, and Brunswick Housing Opportunities.

**ATTACHMENTS:**

Description

- ☐ BHO - Funded Agency Agreement
- ☐ Coastal Horizons - Funded Agency Agreement
- ☐ Hope Harbor - Funded Agency Agreement
- ☐ Providence Home - Funded Agency Agreement
- ☐ BFA - Funded Agency Agreement

**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Brunswick Housing Opportunities, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, Agency provides affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing-related counseling and repair services to eligible Brunswick County residents pursuant to related grant and funding agreements (hereinafter referred to as the “Program”); and

WHEREAS, the Program addresses an important community human services need, as identified by the Brunswick County Board of Commissioners, and County has agreed to provide limited financial support to Agency in support of the Program.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall coincide with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** 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 Agency 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.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto, which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County (hereinafter referred to as the “Services”). The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

- b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. County agrees to pay Agency for the Services satisfactorily performed in accordance with this Agreement, as more fully set forth on Exhibit "A." Unless otherwise specified, Agency shall submit monthly invoices and reports, including a Funding Allocation Report, to County, which shall include detail of all Services delivered or performed under the terms of this Agreement as well as any and all receipts for same. Invoices must contain an itemized description of all costs related to specific Services performed as well as a calculation of the County's proportionate share of costs associated with same.
- b. County shall pay all undisputed and properly completed invoices within two (2) weeks 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 Agency, County shall inform Agency in writing of the disputed charges. Once the dispute has been resolved, Agency shall re-invoice County for the previously disputed charges, and, per any resolution between County and Agency, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Agency under this Agreement.
- c. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Records.** Agency agrees to allow the County to inspect its financial books and records, which document costs of Services, upon reasonable notice during normal working hours.

#### **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or
  - ii. In the event that Agency shall fail to satisfy the reporting requirements in Section 4 and Exhibit "A"; or

- iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of Services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the Services hereunder or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by Agency, County may elect to terminate this Agreement, in whole or in part, and/or require Agency to repay funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit County's remedies at law or in equity.
- c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.
- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

## **7. Agency Representations.**

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency 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 Agency to enter into and perform its obligations under this Agreement;
- d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;

- e. The Services provided by Agency 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
  - f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.
- 8. Insurance.** Agency 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency 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.
- 9. Workers' Compensation.** To the extent required by law, Agency 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 Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.
- Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.
- 10. Divestment from Companies that Boycott Israel.** Agency 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.
- 11. Debarment.** Agency 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. Agency must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.

**12. E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency 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 Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.

**13. Relationship of the Parties.** The parties agree that Agency 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. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency 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 that the Internal Revenue Service should determine that the Agency is, according to IRS. guidelines, an employee subject to withholding and social security contributions, the parties acknowledge that all payments to the Agency are gross payments, and the Agency is responsible for all income taxes and social security payments thereon.

**14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

**15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

**16. Assignment.** 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 shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

**17. 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 to that agreement. 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.

**18. Indemnification.** Agency shall defend, indemnify and hold harmless the 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 the County or which the 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 Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

**19. Non-Discrimination.** Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis 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. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency 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 the County, and Agency may be declared ineligible for further County agreements.

**20. Notices.**

- a. **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.
- b. **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.
- c. **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 Agency: Resea Willis, Executive Director  
Brunswick Housing Opportunities, Inc.  
P. O. Box 351  
Bolivia, NC 28422

With a copy to: David H. Harris, Jr., Registered Agent  
Brunswick Housing Opportunities, Inc.  
2530 Meridian Parkway, Suite 300  
Durham, NC 27713

- 21. 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.
- 22. Governing Law.** 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.
- 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. 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 provide by law with regard to any action based on this Agreement.
- 25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.
- 26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**27. 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.

ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

**BRUNSWICK HOUSING OPPORTUNITIES, INC.**

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

Printed Name: Resea Willis

Title: Executive Director

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”**

### **Funding and Scope of Services**

1. For Services rendered by Agency in connection with this Agreement, Agency will submit invoices and reports to the County on a monthly basis. Invoices must contain a description of Services as outlined in the Services Description that follows. Payment will be based on a rate of one hundred thirty-five dollars (\$135.00) per unique client served, not to exceed a total of fifty thousand dollars (\$50,000.00) annually, more specifically allocated as follows:
  - a. County shall provide assistance with overhead for liability insurance, rent and utilities related to the Housing Counseling and Housing Preservation programs based on the HUD percentages allocated to those programs on a monthly basis of one thousand two-hundred and fifty dollars (\$1,250.00) per month and up to an annual maximum of fifteen thousand dollars (\$15,000.00). The liability insurance is approximately four thousand seven hundred dollars (\$4,700.00) annually and rent and utilities are estimated at one thousand five hundred dollars (\$1,500.00) per month, but in no event shall County’s assistance exceed fifteen thousand dollars (\$15,000.00) annually.
  - b. Affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing-related counseling services to Brunswick County residents at a rate of one hundred and thirty-five dollars (\$135.00) per unique clients served up to an annual maximum of ten thousand dollars (\$10,000.00).
  - c. Housing repair services to eligible Brunswick County residents with a reimbursement for expenses related to the materials used in conjunction with such repairs up to an annual maximum of twenty-five thousand dollars (\$25,000.00).
2. County shall consider assisting with grant matches on a case-by-case basis with the stipulation that grant applications shall first be submitted to the County for review at the time of application.

## Services Description

Brunswick Housing Opportunities, Inc. ("Agency") became a 501(c)3 nonprofit in 2008 and HUD Approved Housing Counseling Agency since 2010. Agency's mission is:

***Connecting people, preparation, and resources, with opportunities to achieve  
Individual housing and economic security to build vibrant communities.***

Agency's role in providing housing services to very low and low income residents in Brunswick County is that of a trusted advisor, educating the public seeking affordable housing on the process, options, and resources available to assist them. Agency services reduce the home repair waiting list while meeting the goal of assisting very low income elderly residents who would otherwise be on a waiting list with no hope of receiving assistance. Agency also works to train clients that do receive repairs how to maintain their home moving forward, thereby reducing the need for future repair services. The partnership with Brunswick Family Assistance, Brunswick County Homeless Coalition and other nonprofits allows us to prevent duplication of services when offering housing options. The case services manager bridges the gap between the resident, available services and resources to achieve their goal. A housing case services manager will advise the client/customer on the best options available for resources, programs, and services for housing sustainability according to their individual situation. Each client/customer must play an active role in the process towards the stated housing goal. A housing case services manager may not make any decision or conduct work in this process on behalf of the client/customer without their prior consent.

Agency will complete the following tasks with each client/customer served by the Agency, and/or referred by the County:

- Educate client regarding housing services, programs, and resources available.
- Collect information and data relevant to complete requirements for programs and services, for Agency and its collaborative partners.
- Provide follow up case management to assist client in achieving their housing goal and ensure program/project compliance and close out.
- Housing rehabilitation materials and supplies when needed.
- Agency will complete Invoices and monthly reports including the following:

Agency will submit reports, receipts and invoices to County for services rendered by the 10<sup>th</sup> of each month to be paid by the County within two (2) weeks of receipt. Agency will bill for Services until the funds of the budgeted amount are exhausted.

Client ID	Date Service Provided	Type of Service	Result	Total Hours
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Agency will include a Funding Allocation Report with monthly invoices as indicated below.

Service Provide	Hours	Rate	Total	AG-NCHFA	HUD	Brunswick County	ZSRF	CDBG	Donation	Other Source	Total
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**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Coastal Horizons Center, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** 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 Agency 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.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.
  - b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. The County agrees to appropriate for the provision of services described in Exhibit “A” and more particularly described in the Program Budget, the maximum sum of \$35,000.00.
- b. Payments are contingent upon receipt of the Agency’s Outside Agency Performance Agreement attached hereto as Exhibit “B” and incorporated herein by reference as well as County’s receipt of Progress Reports, as defined below. Progress Reports from the Agency must show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency’s request for reimbursement.
- c. Once the Agency has satisfied its obligations as provided in Subsection b. of this Section, payment will be made thirty (30) days after receipt of the Progress Report and request for reimbursement or thirty (30) days after due date of the Progress Report, whichever is later.
- d. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Reporting.**

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency’s performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.



## **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as “Default”), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or
  - ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County’s remedies at law or in equity.
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- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

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Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

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- 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.

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**20. Notices.**

- a. **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.
- b. **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.

c. **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 Agency: Coastal Horizons Center, Inc.  
615 Shipyard Boulevard  
Wilmington, NC 28412

**21. 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.

**22. Governing Law.** 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.

**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. 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.

**25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

**26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

**27. 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.

ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

**COASTAL HORIZONS CENTER, INC.**

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

Printed Name: Jeremy Seamon

Title: Program Director

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

\_\_\_\_\_  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**EXHIBIT “A”  
PROGRAM/SCOPE OF SERVICES**

**Federal Tax Id. 56-0950370**

**A. AGENCY INFORMATION**

1. Agency Name: Coastal Horizons Center, Inc.
2. *If different* from Contract Administrator Information in General Contract:  
Address Same  
Telephone Number: 910-754-4515 Fax Number: Email:  
3. Name of Program (s): See Services and Fees set forth below.
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Agency’s Financial Reporting Year 7/1 through 6/30

**B. Explanation of Services and the Fee Per Unit or Fee Per Unit Lot for such Services is set forth below:**

<b><u>SERVICE</u></b>	<b><u>FEE PER UNIT</u></b>	<b><u>FEE PER UNIT LOT</u></b>
Individual Mental Health Counseling-Adult	\$77.00 per individual session	\$6,960 (\$696.00 for 12 sessions for 10 clients)
Individual Substance Abuse Counseling-Adult	\$77.00 per individual session	\$6,960 (\$696.00 for 12 sessions for 10 clients)
Group Counseling (MH or SA)	\$25.00 per session	\$10,000 (12 months of participation for 10 clients)
Substance Abuse Intensive Out-Patient-Adult (3 hours a day, 3 days a week)	\$174.00 per day	\$16,000 for 10 clients (\$1,600 per client for 10 clients)
Trauma Treatment (Adults and Children)	\$77.00 per individual session	\$6,960 (\$696.00 for 12 sessions for 10 clients)
Anger Management (10-week group)	\$250.00	\$2,000 (10 clients through the 10-week program)
Urine Drug Screens	\$30.00 per test	\$30.00 per test for fiscal year 2019-2020

**D. Number of units to be provided: Contract Maximum \$35,000 for any and all Services billed.**

**E. Details of Billing process and Time Frames; Agency will submit a monthly detailed reimbursement request for the Services rendered the previous month by the 10<sup>th</sup> of each month**



and upon approval by the County, Agency will receive payment within thirty (30) days.  
Monthly payment shall be made based on the fee for Services agreed upon by both parties.

F. Area to be served/Delivery site(s): Brunswick County

**EXHIBIT “B”**  
**OUTSIDE AGENCY PERFORMANCE AGREEMENT**

**Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer**

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

**Officers and Board of Directors**

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

**Budget Submission**

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

**Annual Financial Review**

I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

**Alignment with Organization’s Mission**

I certify that the programs and services for which this funding is requested align with the mission of the Agency.

**Intended Purpose**

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(Agency’s Signature)

**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Hope Harbor Home, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** 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 Agency 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.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.
  - b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. The County agrees to appropriate for the provision of services described in Exhibit “A” and more particularly described in the Program Budget, the maximum sum of \$90,000.00.
- b. All funds appropriated shall be used solely for the purposes described in Exhibit “A.” Any funds not used for the purposes stated shall be promptly returned to the County. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Agency. If the funds are expended not in accordance with the Scope of Services, at the discretion of the County, the Agency may be required to repay the funds to the County.
- c. The Agency shall be paid quarterly, in four equal installments, in the amount of \$22,500.00. The first payment is contingent upon receipt of the Agency’s Outside Agency Performance Agreement attached hereto as Exhibit “B” and incorporated herein by reference.
- d. The County’s obligation to make the remaining quarterly payments is contingent upon receipt of Progress Reports, as defined below, from the Agency, which show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency’s request for reimbursement.
- e. Once the Agency has satisfied its obligations as provided in Subsection d. of this Section, payment will be made twenty-one (21) days after receipt of the Progress Report and request for reimbursement or twenty-one (21) days after due date of the Progress Report, whichever is later.
- f. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Reporting.**

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency’s performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

## **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as “Default”), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or
  - ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County’s remedies at law or in equity.
- c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.

- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

**7. Agency Representations.**

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency 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 Agency to enter into and perform its obligations under this Agreement;
- d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
- e. The services provided by Agency 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
- f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

- 8. Insurance.** Agency 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency 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.

- 9. Workers' Compensation.** To the extent required by law, Agency 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 Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

- 10. Divestment from Companies that Boycott Israel.** Agency 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.

- 11. Debarment.** Agency 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. Agency must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.

- 12. E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency 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 Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.

- 13. Relationship of the Parties.** The parties agree that Agency 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. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency 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.

- 14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

**15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

**16. Assignment.** 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 shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

**17. 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 to that agreement. 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.

**18. Indemnification.** Agency shall defend, indemnify and hold harmless the 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 the County or which the 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 Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

**19. Non-Discrimination.** Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis 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. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency 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 the County, and Agency may be declared ineligible for further County agreements.

**20. Notices.**

- a. **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.
- b. **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.
- c. **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 Agency: Hope Harbor Home, Inc.  
Po Box 230  
Supply, NC 28462

**21. 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.

**22. Governing Law.** 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.

**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 brining of any suit or action.

**24. 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 provide by law with regard to any action based on this Agreement.

**25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

**26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

**27. 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.

ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

**HOPE HARBOR HOME, INC.**

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

Printed Name: Lynn Carlson

Title: Executive Director

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”  
PROGRAM/SCOPE OF SERVICES**

**Federal Tax Id. 56-1541947**

It is in the interest of Brunswick County to support Hope Harbor Home’s mission to provide safe shelter and to support the health and welfare of residents who are victims of the crime of domestic violence as well as those victims’ children who have been exposed to domestic violence. The County of Brunswick has committed budget funds to this purpose annually for more than 20 years.

Hope Harbor Home, Inc., a private nonprofit organization, has for the past 27 years provided around-the-clock shelter and other essential services to support the health and welfare of residents who are victims of the crime of domestic violence as well as those victims’ children who have been exposed to domestic violence. The Contractor’s formal mission is to strive “to break the cycle of domestic and sexual violence in Brunswick County, N.C., with safe shelter, advocacy and education.”

Brunswick County will provide monetary support for lodging and meals of Hope Harbor Home residential clients based on the following formula agreed upon by the Parties:

- \$7,500 per month to assist with lodging and meals for residents and their families.

Brunswick County’s obligation to provide monetary support for lodging and meals of Hope Harbor Home residents will not extend beyond a total of \$90,000.00.

**PERFORMANCE STANDARDS**

The Agency agrees to:

- Collaborate with all agencies and departments of Brunswick County Government to ensure safety, health and welfare of domestic violence victims and their children and to avoid duplication of services with these agencies and departments.
- Operate in accordance with limitations on disclosure of confidential or private information
- Develop and implement policies to reduce or eliminate family violence, domestic violence and dating violence in Brunswick County, and to make these policies available to the contract administrator for Brunswick County.
- Ensure that no person shall on the grounds of sex, religion, age, disability, race, color, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under this contract. Nothing shall require any such program or activity to include

any individual in any program or activity without taking into consideration that individual's gender in those certain instances where gender is a bona fide occupational qualification or programmatic factor reasonably necessary to the normal or safe operation of that particular program or activity.

- Ensure that no income eligibility standards be imposed upon individuals with respect to eligibility for assistance or services supported with funds appropriated to carry out this contract. No fees may be levied for assistance or services provided with funds to carry out this contract.

- Protect the confidentiality and privacy of adult, youth and child victims of family violence, domestic violence or dating violence, and their families in order to ensure the safety of such victims. The Contractor shall not disclose any personally identifying information without informed, written, reasonably time-limited consent by the person about whom information is sought.

- Maintain the confidentiality of the address or location of the shelter facilities assisted under this contract. The location of shelter facilities shall, except with written authorization of the persons or persons responsible for the operation of such shelter, not be made public.

- Ensure that no funds provided under this contract are used as direct payment to any victim of family violence, domestic violence or dating violence, or to any dependent of such victim.

**EXHIBIT “B”**  
**OUTSIDE AGENCY PERFORMANCE AGREEMENT**

**Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer**

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

**Officers and Board of Directors**

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

**Budget Submission**

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

**Annual Financial Review**

I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

**Alignment with Organization’s Mission**

I certify that the programs and services for which this funding is requested align with the mission of the Agency.

**Intended Purpose**

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(Agency’s Signature)

**NORTH CAROLINA**

**SERVICES AGREEMENT**

**BRUNSWICK COUNTY**

**THIS SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into 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 The Family Emergency Teen Shelter, Inc., (hereinafter referred to as “Provider”), 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 set forth on Exhibit “A” attached hereto.

Any exhibits or attachments referenced herein 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 on 07/01/2019 (the “Effective Date”) and continues in effect until 06/30/2020, 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 Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work 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 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. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider 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 Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

**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**

- a. 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;
- b. Provider 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 Provider to enter into and perform its obligations under this Agreement;



- d. In connection with Provider'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. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. 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);
- h. 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;
- i. 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
- j. 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. 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.

## **8. 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.

## **9. NON-EXCLUSIVITY**

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

## **10. 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.

## **11. DEBARMENT**

Provider 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. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

## **12. 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.

## **13. 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.

#### 14. 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.

#### 15. REMEDIES

- a. **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.
- b. **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.
- 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 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.

## **16. 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.

## **17. 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.

## **18. NON-DISCRIMINATION IN EMPLOYMENT**

Provider 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. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider 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 County, and Provider may be declared ineligible for further County agreements.

## **19. COMPLIANCE WITH E-VERIFY PROGRAM**

Pursuant to N.C.G.S. § 143-133.3, 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.

## **20. 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.

## **21. 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.

## **22. 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.

### **23. 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.

### **24. 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.

### **25. 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.

### **26. 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.

### **27. 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.

### **28. 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.

### **29. 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.

### **30. AMENDMENTS**

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

### **31. NOTICES**

- a. **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.
- b. **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.
- c. **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: The Family Emergency Teen Shelter, Inc.  
Providence Home  
5310 Doshier Cutoff SE  
Southport, NC 28461

### 32. 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.

ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

### THE FAMILY EMERGENCY TEEN SHELTER, INC.

DocuSigned by:  
By: Warren Mortley  
B44232941CE1473...

Printed Name: Warren Mortley

Title: Executive Director

Date: 5/24/2019

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

DocuSigned by:  
Julie A. Miller  
02299718CD1D4B2...  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

### APPROVED AS TO FORM

DocuSigned by:  
Bryan Batton  
D195D13D6EE7473...  
Brunswick County Attorney/Asst Attorney



## THE FAMILY EMERGENCY TEEN SHELTER, INC.

### **Exhibit A – Scope of Work      Federal Tax Id. 56-1939867**

Providence Home is Brunswick County's only shelter for youth, ages 10-17, who due to an emergency or crisis situation, cannot remain with their families. Established in 1997, Providence Home is a private nonprofit organization, licensed as a six-bed, non-therapeutic facility by the State of North Carolina Department of Health and Human Services.

Providence Home provides Brunswick County's children with a safe location, twenty-four hours adult supervision and care and professional guidance with the expertise of a nationally certified counselor on staff.

Providence Home accepts referrals from the Brunswick County Department of Social Services, Law Enforcement agencies and parents. There are no fees charges for any services. Brunswick County government has traditionally committed budget funds each year to ensure that that Providence Home continues to provide its unduplicated service to residents and youth serving agencies.

The Contractor's formal mission is to provide "short-term and safe shelter to Brunswick County youth who, due to an emergency, high-risk or crisis situation, cannot remain with their families."

Brunswick County will provide monetary support each month to Providence Home for up to six (6) residents based on the following formula agreed upon by the Parties:

- \$2,916.67 per month to assist with Shelter, Care and Counseling services for the residents and their families.

Brunswick County's obligation to provide monetary support for shelter care and counseling services and meals of Providence Home residents will be for Fiscal year 2019-2020 and will not exceed a total of \$35,000.

### **PERFORMANCE STANDARDS**

The Contractor agrees to:

- Collaborate with all agencies and departments of Brunswick County Government to ensure safety, health and welfare of children at Providence Home.
- Operate in accordance with limitations on disclosure of confidential or private information
- Develop and implement policies to reduce or eliminate abuse, neglect and dependency in Brunswick County, and to make these policies available to the contract administrator for Brunswick County.
- Ensure that no person shall on the grounds of sex, religion, age, disability, race, color, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under this contract. Nothing shall require

**THE FAMILY EMERGENCY TEEN SHELTER, INC.**

any such program or activity to include any individual in any program or activity without taking into consideration that individual's gender in those certain instances where gender is a bona fide occupational qualification or programmatic factor reasonably necessary to the normal or safe operation of that particular program or activity.

- Ensure that no income eligibility standards be imposed upon individuals with respect to eligibility for assistance or services supported with funds appropriated to carry out this contract. No fees may be levied for assistance or services provided with funds to carry out this contract.
- Protect the confidentiality and privacy of adult, youth and child victims of family violence, domestic violence or dating violence, and their families in order to ensure the safety of such victims. The Contractor shall not disclose any personally identifying information without informed, written, reasonably time-limited consent by the person about whom information is sought.
- Maintain the confidentiality of the address or location of the shelter facilities assisted under this contract. The location of shelter facilities shall, except with written authorization of the persons or persons responsible for the operation of such shelter, not be made public.
- Ensure that no funds provided under this contract are used as direct payment to any victim of family violence, domestic violence or dating violence, or to any dependent of such victim.

**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Brunswick Family Assistance Agency, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** 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 Agency 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.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.
  - b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. The County agrees to appropriate for the provision of services described in Exhibit “A” and more particularly described in the Program Budget, the maximum sum of \$172,000.
- b. Payments are contingent upon receipt of the Agency’s Outside Agency Performance Agreement attached hereto as Exhibit “B” and incorporated herein by reference as well as County’s receipt of Progress Reports, as defined below. Progress Reports from the Agency must show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency’s request for reimbursement.
- c. Once the Agency has satisfied its obligations as provided in Subsection b. of this Section, payment will be made within two (2) weeks after receipt of the Progress Report and request for reimbursement or within two (2) weeks after due date of the Progress Report, whichever is later.
- d. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Reporting.**

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency’s performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

#### **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as “Default”), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or

- ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.
- c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.
- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

## **7. Agency Representations.**

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency 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 Agency to enter into and perform its obligations under this Agreement;
  - d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
  - e. The services provided by Agency 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
  - f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.
- 8. Insurance.** Agency 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency 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.
- 9. Workers' Compensation.** To the extent required by law, Agency 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 Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

- 10. Divestment from Companies that Boycott Israel.** Agency 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.

- 11. Debarment.** Agency 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. Agency must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.
- 12. E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency 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 Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.
- 13. Relationship of the Parties.** The parties agree that Agency 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. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency 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.
- 14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.
- 15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
- 16. Assignment.** 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 shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.
- 17. 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 to that agreement. 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.

**18. Indemnification.** Agency shall defend, indemnify and hold harmless the 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 the County or which the 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 Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.



**19. Non-Discrimination.** Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis 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. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency 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 the County, and Agency may be declared ineligible for further County agreements.

**20. Notices.**

- a. **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.
- b. **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.
- c. **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 Agency: Brunswick Family Assistance Agency, Inc.  
P. O. Box 1551  
Shallotte, NC 28459

**21. 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.

- 22. Governing Law.** 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.
- 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. 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 provide by law with regard to any action based on this Agreement.
- 25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.
- 26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**27. 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.

ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

**BRUNSWICK FAMILY ASSISTANCE AGENCY, INC.**

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

Printed Name: Stephanie Bowen

Title: Executive Director

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

\_\_\_\_\_  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**Exhibit A – Scope of Work  
Federal Tax Id. 56-1309961**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Brunswick Family Assistance
2. *If different* from Contract Administrator Information in General Contract:  
Address SAME  
Telephone Number:                      Fax Number:                      Email:  
3. Name of Program (s): Fee for Service – See attached list
4. Status:                      ☐ Public                      X Private, Not for Profit                      ☐ Private, For Profit
5. Contractor's Financial Reporting Year 1/1 through 12/31

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**  
Fee for Service – Brunswick Family Assistance provides financial assistance to Brunswick County citizens with various services types of services to include direct financial assistance for utilities, rent and prescriptions. Brunswick Family Assistance also assists citizens with finding shelter and or transportation, as well as many other services requested by clients at Brunswick Family Assistance's discretion.

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)  
N/A
2. Negotiated County Rate.

Brunswick Family Assistance will bill county \$4.00 per individual service rendered to Brunswick County citizens regardless of the amount actually paid on behalf of each citizen. Total value of these services shall not exceed \$150,000.00.

Homeless veteran transportation vouchers – Shall not exceed \$2,000.00.

Purchase of vehicle - County shall contribute an amount not to exceed \$20,000.00.

**D. Number of units to be provided:** Contract maximum \$172,000 for all services and contributions.

**E. Details of Billing process and Time Frames;** Brunswick Family Assistance will invoice county for services rendered each month by the 3<sup>rd</sup> working day of the new month to be paid by the county within two weeks of receipt of the invoice. Brunswick Family Assistance will bill for services rendered until funding is exhausted. Invoice to include types of assistance and dollar amounts provided by Brunswick Family Assistance.

**F. Area to be served/Delivery site(s):** Brunswick County

**EXHIBIT “B”**  
**OUTSIDE AGENCY PERFORMANCE AGREEMENT**

**Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer**

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

**Officers and Board of Directors**

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

**Budget Submission**

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

**Annual Financial Review**

I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

**Alignment with Organization’s Mission**

I certify that the programs and services for which this funding is requested align with the mission of the Agency.

**Intended Purpose**

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(Agency’s Signature)



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 18.**

**From:** Health and Human Services - Social Services - Vantage Pointe,  
David Stanley, HHS Executive Director Inc. Contract

**Issue/Action Requested:**

Request that the Board of Commissioners approve a contract with Vantage Pointe, Inc.

**Background/Purpose of Request:**

Vantage Pointe is a nonprofit 501(c)(3) that provides individuals, families, communities, and corporations tools, training, and support to build and transform relationships.

Specifically, Vantage Pointe provides to DSS, facilitation of Child and Family Team Meetings (CFTM). Facilitation is a process in which a trained, neutral party helps the members of a group share relevant information and perspectives to discuss a given situation. By directing the conversation, asking open-ended questions, and summarizing the verbal and nonverbal conversation in his/her own words, the facilitator ensures that no one voice dominates the conversation and that others can “hear” the message each speaker is trying to get across.

They are responsible for recruitment and training of individuals responsible for facilitating CFTM. The value of this renewal contract is not to exceed \$30,000.

Staff recommends approval of this 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 a contract with Vantage Pointe, Inc. not to exceed \$30,000.

**ATTACHMENTS:**

Description

- ☐ Vantage Pointe - General Contract
- ☐ Vantage Pointe - Scope of Work

**Fiscal Year Begins 7/1/19 Ends 6/30/20**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Vantage Pointe, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number 56-1829706 and DUNS Number (required if funding from a federal funding source) -799927330.

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) IRS federal tax exempt letter or 501 (c)(3)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (9) Contract Determination Questionnaire (required)
- (10) Non-Discrimination, Clear Air, Clean Water

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

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

**3. Effective Period:** This contract shall be effective on 7/1/19 and shall terminate on 6/30/20, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$30,000.00.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
 The total contract amount including any Contractor match shall not exceed [\\$30,000.00](#).

**6. Reversion of Funds:**

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

**7. Reporting Requirements:**

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

**8. Payment Provisions:**

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

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

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Carla Pike, Executive Director	Name & Title	SAME
Company Name	Vantage Pointe, Inc.	Company Name	
Mailing Address	102 Cinema Drive Suite C	Street Address	
City State Zip	Wilmington, NC 28403	City State Zip	
Telephone	910-362-8000		
Fax	910-362-8008		
Email	cpike@vantagepointe.org		

**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**

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



**13. Federal Certifications:**

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

**14. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*

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

VANTAGE POINTE, INC.

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Attorney/Assistant County Attorney

\_\_\_\_\_  
Date

**FINANCE**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  
Paid from line #145310-419900.

\_\_\_\_\_  
Signature of County Finance Officer

\_\_\_\_\_  
Date

**COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Carla Pike, Executive Director

\_\_\_\_\_  
Printed Name\*\*

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

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

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

\_\_\_\_\_  
(Notary Signature and Seal)

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. 56-1829706**

**A.      CONTRACTOR INFORMATION**

1. Contractor Agency Name: Vantage Pointe, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address                      Same Address

Telephone Number: (919) 362-8000    Fax Number: (910) 362-8008

Email: cpike@vantagepointenc.org

3. Name of Program (s): Children's Services

4. Status:            ☐ Public            ☒ Private, Not for Profit            ☐ Private, For Profit

5. Contractor's Financial Reporting Year July 1 through June 30

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**

\* Facilitation of Child and Family Team Meetings (CFTM) – codes 109/215

\* Responsible for recruitment and training of individuals responsible for facilitating CFTM

\* All staff and contractors who will facilitate CFTM will complete required State facilitation training. They will also be provided with additional training to enhance skills and improve results.

\* Contractor has exclusive rights to recruit and maintain facilitators.

\* The county will have final authority on the utilization of any contractor staff facilitator.

\* Upon notification from the county, contractor will be responsible for scheduling with participants and notifying county of staff of meeting time and location.

\* Meetings to be held at the County office or Bolivia Office Suites. Contractor to reserve room for meetings.

\* Contractor will be available to provide facilitation when convenient to participant.

\* Contractor will provide the facilitation needed and will submit notes on the CFTM that have been verbally reviewed by all participants and collaboratively written by facilitator and Brunswick County DSS staff.

\* Contractor will work with Brunswick County DSS to inform all staff of the process and procedures involved in CFTM and will produce a convening document to establish the ground rules for all facilitated meetings.

\* Contractor will have quarterly meetings with the County Program Administrator.

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate.

\$115.00 per session, quarterly meetings at no cost

\$55.00 no show rate for scheduled confirmed sessions

D. Number of units to be provided: as needed/scheduled

E. Details of Billing process and Time Frames;

Contractor will provide a report showing the clients served and the corresponding social worker's name along with the monthly invoice. The county will pay the invoice on the first available check run proceeding month end. The contractor will provide quarterly monthly review meetings at no additional cost to the county.

F. Area to be served/Delivery site(s):

Brunswick County



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 19.**

**From:** Health and Human Services - Social Services - Vantage Pointe,  
David Stanley, HHS Executive Director Inc. Contract Amendment

**Issue/Action Requested:**

Request that the Board of Commissioners approve the contract amendment to adjust the capitated amount from \$25,000 to \$29,000 for Vantage Pointe, Inc.

**Background/Purpose of Request:**

Over the course of the fiscal year, caseloads have increased, thereby increasing the need for more of the Child and Family Team (CFT) meetings Vantage Pointe facilitates. Staff makes a best attempt each year to project the caseload, but because there is not way to project accurately, the potential for greater-than-anticipated caseloads is always present, as is the case this year. Therefore, this amendment will adjust the capitated contract amount from \$25,000.00 to \$29,000.00.

In response to the increased caseload, and in addition to the amendment being requested herein, staff has increased the contract amount with Vantage Pointe for the FY19-20 contract renewal (7/1/2019 BOC meeting).

Staff recommends approval of this contract amendment.

**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 contract amendment to adjust the capitated amount from \$25,000 to \$29,000 for Vantage Pointe, Inc.

**ATTACHMENTS:**

Description

- ☐ Vantage Pointe FY18-19 Contract (Executed)
- ☐ Vantage Pointe Amendment #1

**Fiscal Year Begins 7/1/18 Ends 6/30/19**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Vantage Pointe, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number 56-1829706 and DUNS Number (required if funding from a federal funding source) -799927330.

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) IRS federal tax exempt letter or 501 (c)(3)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (9) Contract Determination Questionnaire (required)
- (10) Non-Discrimination, Clear Air, Clean Water

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

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

**3. Effective Period:** This contract shall be effective on 7/1/18 and shall terminate on 6/30/19, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$25,000.00.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$25,000.00.

**6. Reversion of Funds:**

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

**7. Reporting Requirements:**

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

**8. Payment Provisions:**

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



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

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Laurie Britt, Business Officer	Name & Title Laurie Britt, Business Officer
County Brunswick County	County Brunswick County
Mailing Address PO Box 219	Street Address 60 Government Center Drive
City, State, Zip Bolivia, NC 28422	City, State, Zip Bolivia, NC 28422
Telephone 910-253-2092	
Fax 910-253-2249	
Email laurie.britt@brunswickcountync.gov	

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Carla Pike, Executive Director	Name & Title SAME
Company Name Vantage Pointe, Inc.	Company Name
Mailing Address 102 Cinema Drive Suite C	Street Address
City State Zip Wilmington, NC 28403	City State Zip
Telephone 910-362-8000	
Fax 910-362-8008	
Email cpike@vantagepointe.org	

**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

**14. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*


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



VANTAGE POINTE, INC.

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

APPROVED AS TO FORM


 \_\_\_\_\_  
County Attorney/Assistant County Attorney Date 10/23/18

FINANCE

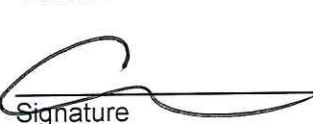
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  
Paid from line #145310-419900.

 \_\_\_\_\_  
Signature of County Finance Officer Date 10/23/18

COUNTY

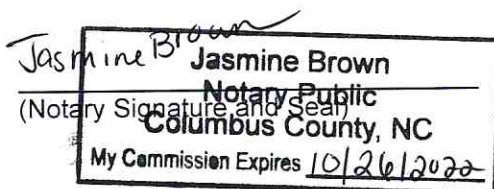
 \_\_\_\_\_  
Signature Date 10/23/18  
Ann B. Hardy \_\_\_\_\_  
Printed Name: Title County Manager

CONTRACTOR

 \_\_\_\_\_  
Signature Date 9/07/2018  
Carla Pike, Executive Director  
Printed Name\*\* Title:

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

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

  
Jasmine Brown  
Notary Public  
Columbus County, NC  
My Commission Expires 10/26/2022

My Commission Expires: 10/26/2022

## Attachment A General Terms and Conditions

### Relationships of the Parties

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract 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 contractual relationship with the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract.

**Insurance:** During the term of the contract, the Contractor at its sole cost and expense shall provide and maintain commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000 Each Accident, \$500,000 Disease - Each Employee, \$500,000 Disease - Policy Limit.
- (b) **Commercial General Liability** - General Liability Covering all operations involved in this agreement. \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Personal and Advertising Injury Limit, \$5,000 Medical Expense Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$1,500,000.00 liability for a 15 passenger or less vehicle and \$5,000,000 for vehicles holding greater than 15 passengers (including driver); and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle - owned, hired, or non-



owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.
- (m) Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due in part or in the entirety of contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as additional insured: BRUNSWICK COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADITIONAL

#### INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- (n) Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- (o) Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- (p) All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- (q) The Certificate of Insurance should note in the Description of Operations the following:  
Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_
- (r) Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick county for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- (s) In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management Personnel within twenty-four(24) hours.
- (t) Certificate Holder shall be listed as follows:  
ATTENTION: Brunswick County Risk Manager  
30 Government Center Dri NE  
PO Box 249  
Bolivia, NC 28422

#### Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

#### Default and Termination

**Termination Without Cause:** The County or the contractor may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision,



**Compliance with Applicable Laws**

the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

**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.

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

**Trafficking Victims Protection Act of 2000 :**

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For



additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or

sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

### E-Verify

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

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, 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 county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.



**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for

instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.



VANTPOI-02

MWITHROW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2018

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> Harold W. Wells & Son, Inc. 1 N 3rd Street Wilmington, NC 28401		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (910) 762-8551 <b>FAX (A/C, No):</b> (910) 254-9404 <b>E-MAIL ADDRESS:</b> insurance@wellsins.com		
<b>INSURED</b> Vantage Pointe, Inc. Carla Pike 102 Cinema Dr., Suite C Wilmington, NC 28403		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Philadelphia Indemnity Insurance Company</b>		<b>18058</b>
		<b>INSURER B : Accident Fund National Insurance Co</b>		<b>12305</b>
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

## COVERAGES

CERTIFICATE NUMBER:

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1666572	07/31/2018	07/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1666572	07/31/2018	07/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6138162	01/08/2018	01/08/2019	<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&amp;O and EPLI</b>			PHSD1298682	01/08/2018	01/08/2019	\$ 1,000,000
A	<b>General Liability</b>			PHPK1666572	07/31/2018	07/31/2019	Sexual Abuse \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

BRUNSWICK COUNTY  
LAURIE BRITT  
P O BOX 219  
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



**ATTACHMENT B – Scope of Work      Federal Tax Id. 56-1829706**

**A.      CONTRACTOR INFORMATION**

1. Contractor Agency Name: Vantage Pointe, Inc.
2. *If different* from Contract Administrator Information in General Contract:  
Address                      Same Address

Telephone Number: (919) 362-8000    Fax Number: (910) 362-8008

Email: [cpike@vantagepointenc.org](mailto:cpike@vantagepointenc.org)

3. Name of Program (s): Children's Services
4. Status:            ☐ Public            ☒ Private, Not for Profit            ☐ Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**

- \* Facilitation of Child and Family Team Meetings (CFTM) – codes 109/215
- \* Responsible for recruitment and training of individuals responsible for facilitating CFTM
- \* All staff and contractors who will facilitate CFTM will complete required State facilitation training. They will also be provided with additional training to enhance skills and improve results.
- \* Contractor has exclusive rights to recruit and maintain facilitators.
- \* The county will have final authority on the utilization of any contractor staff facilitator.
- \* Upon notification from the county, contractor will be responsible for scheduling with participants and notifying county of staff of meeting time and location.
- \* Meetings to be held at the County office or Bolivia Office Suites. Contractor to reserve room for meetings.
- \* Contractor will be available to provide facilitation when convenient to participant.
- \* Contractor will provide the facilitation needed and will submit notes on the CFTM that have been verbally reviewed by all participants and collaboratively written by facilitator and Brunswick County DSS staff.
- \* Contractor will work with Brunswick County DSS to inform all staff of the process and procedures involved in CFTM and will produce a convening document to establish the ground rules for all facilitated meetings.
- \* Contractor will have quarterly meetings with the County Program Administrator.

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)
2. Negotiated County Rate.

\$115.00 per session, quarterly meetings at no cost  
\$55.00 no show rate for scheduled confirmed sessions



D. Number of units to be provided: as needed/scheduled

E. Details of Billing process and Time Frames;

Contractor will provide a report showing the clients served and the corresponding social worker's name along with the monthly invoice. The county will pay the invoice on the first available check run proceeding month end. The contractor will provide quarterly monthly review meetings at no additional cost to the county.

F. Area to be served/Delivery site(s):

Brunswick County

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Brunswick County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. Brunswick County Department of Social Services  
(Street address)

60 Government Center Drive, Bolivia, NC 28422  
(City, county, state, zip code)

2. Bolivia Office Suites  
(Street address)

3972 – G Business 17 East, Bolivia, NC 28422  
(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.



## Attachment E - No Overdue Tax Debts

**Instructions:** Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

*Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.*



Date of Certification 6/28/2018

To: Brunswick County Department of Social Services/Human Services

### Certification:

We certify that *Vantage Pointe, Inc.* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

### Sworn Statement:

Michael Palombo and Carla Pike being duly sworn, say that we are the Board Vice President and Executive Director, respectively, of Vantage Pointe, Inc. of Wilmington in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

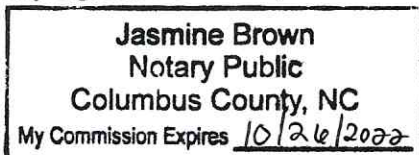
  
Board Vice Chair

  
Executive Director

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

  
(Notary Signature and Seal)

My Commission Expires: 10/26/2022



<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement. "

Brunswick County Department of Social Services/Human Services  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1<sup>st</sup> day of July 2018, by and between Brunswick County (County Department of Social Services) ("Covered Entity") and Vantage Pointe, Inc. (name of contractor) ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) ADR Center, Inc. (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Brunswick County as the Brunswick County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.



- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. 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 Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, 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 Covered Entity, or to the Brunswick County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Brunswick County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.



#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, 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 Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required by Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

**c. Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, 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. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement 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.

**6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.



## ATTACHMENT K

### What is a Private Non-Profit Agency?

**Answer:** A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### What is a 501(c)(3) designation?

**Answer:** When the agency becomes a state private non-profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non-profits.

### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non-profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non-profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### How does a Private Non-Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non-profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax-exempt status is granted, the private non-profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### What must a County Department of Social Services/Human Services do?

**Answer:** Verify the Tax-Exempt Letter. Check date for expiration and check if current address of agency is reflected.



## ATTACHMENT N

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,  
CLEAN WATER ACT**Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.



Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



**Contract Amendment**  
**Brunswick County Department of Social Services**

**Fiscal Year Begins 7/1/18 Ends 6/30/19**

**Vantage Pointe, Inc.**  
**Amendment # 1**

**SECTION I**

Agency: Brunswick County Department of Social Services  
Program: Child Welfare – Child Family Team Meetings  
Effective Period of the Contract: 7/1/18 – 6/30/19

This Contract Amendment amends the contract between the Brunswick County Department of Social Services (the "County") and Vantage Pointe, Inc. (the "Contractor"). As provided for under the terms of the contract, the County and Contractor agree to amend the provision(s) indicated in Section II below.

**SECTION II**

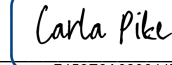
Amending section 5 on page 1 of the general contract: Increasing the maximum dollar amount to be paid to the contractor from \$25,000 to \$29,000.

Paid from Line # 145310-419900

**SECTION III**

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective 5/31/19.

**VANTAGE POINTE, INC.**

DocuSigned by:  
  
7452E3A62064479...  
By: Carla Pike  
Title: Executive Director  
Date: 6/20/2019

**ATTEST:**

**BRUNSWICK COUNTY**


\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

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

**APPROVED AS TO FORM**

DocuSigned by:  
  
Signature: \_\_\_\_\_  
Name and Title: Julie A. Miller, Finance Director  
Date: 6/21/2019

DocuSigned by:  
  
Signature: \_\_\_\_\_  
Name and Title: Bryan W. Batton, Assistant County Attorney  
Date: 6/20/2019



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 20.**

**From:** Health and Human Services - Social Services - Woodard's Adult  
David Stanley, HHS Executive Director Day Health Care

**Issue/Action Requested:**

Request that the Board of Commissioners approve the contract for Woodard's Adult Day Health Care for FY19-20.

**Background/Purpose of Request:**

Woodard's provides adult, daily care for Brunswick County citizens. Daily care, as it is referred to in the contract, is the provision of an organized program of services during the day, in a community group setting, for the purpose of supporting adults' personal independence and promoting their social, physical, and emotional well-being.

More specifically, Woodard's scope of services includes:

Day care services for adults are inclusive of a variety of program activities designed to meet the individual needs and interests of the participants.

Day health care services for adults, inclusive of a preadmission health assessment; assistance with activities of daily living including: feeding, ambulation, or toileting as needed by individual participants, health care monitoring of each participants' general health and medical regimen which includes documenting the periodic assessment of the vital signs, weight, dental health, general nutrition, and hygiene of each participant, documenting and reporting changes in health status to caretakers, as well as assistance to participants and caretakers.

Transportation services are optional and inclusive of transportation for clients approved for day care/health funding. Brunswick County will reimburse \$1.50 per one-way trip (max of \$3.00 per day) per client when transportation is provided by Woodard's. Transportation provided by Woodard's is paid from the funding received for adult daycare/health services by Brunswick County. The value of this contract is \$25,121.

Staff recommends approval of this 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 contract for Woodard's Adult Day Health Care for FY19-20.



**ATTACHMENTS:**

## Description

- ▣ Woodard's - General Contract
- ▣ Woodard's - Scope of Work

**Fiscal Year Begins 7/1/19 Ends 6/30/20**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Woodard's Adult Day Health Care, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 47-5345330 and DUNS Number 055246666 .

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

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

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

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

**3. Effective Period:** This contract shall be effective on 07/01/19 and shall terminate on 6/30/20, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 25,121.00.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$ 25,121.00.

**6. Reversion of Funds:**

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

**7. Reporting Requirements:**

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

## WOODARD'S ADULT DAY HEALTH CARE, LLC

### 8. Payment Provisions:

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

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

#### For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie A. Britt, Business Officer Assistant	Name & Title	Laurie A. Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

#### For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sharon Woodard Crawford, Program Director	Name & Title	SAME
Company Name	Woodard's Adult Day Health Care	Company Name	Woodard's Adult Day Health Center
Mailing Address	P O Box 1279	Street Address	115 Holden Beach Road
City State Zip	Shallotte, NC 28459	City State Zip	Shallotte, NC 28470
Telephone	910-754-9409		
Fax	910-754-9419		
Cell	910-393-9409		
Email	its9409@gmail.com		

### 10. Supplementation of Expenditure of Public Funds:

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

### 11. Disbursements:

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

**14. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*

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

WOODARD'S ADULT DAY HEALTH CARE, LLC

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Attorney/Assistant County Attorney

\_\_\_\_\_  
Date

**FINANCE    Paid from line #145310-449934**

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

\_\_\_\_\_  
Signature of County Finance Officer

\_\_\_\_\_  
Date

**COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title

WOODARD'S ADULT DAY HEALTH CARE, LLC

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name\*\*Sharon Woodard Crawford

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
(Notary Signature and Seal)

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. 45-3634092****A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Woodard's Adult Day Health Care, LLC
2. *If different* from Contract Administrator Information in General Contract:

Address SAME

Telephone Number:

Fax Number:

Email:

3. Name of Program (s): Adult Day Care and Adult Day Health

4. Status: ☐ Public      ☒ Private, Not for Profit      ☐ Private, For Profit

5. Contractor's Financial Reporting Year 7/1 through 6/30

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**

**Service Codes** – Adult Day Care 030      Adult Day Health 155

- Transportation Provided by Woodard's

**Day Care Services for Adults** – Daily Care (030) is the provision of an organized program of services during the day in a community group setting for the purpose of supporting adults' personal independence and promoting their social, physical and emotional well-being. Services must include a variety of program activities designed to meet the individual needs and interests of the participants and referral to and assistance using appropriate community resources. Also included are medical examinations required for individual participants for admission to day care and periodically thereafter when not otherwise available without cost, and food and food services to provide a nutritional meal and snacks as appropriate to the program. Services must be provided in a home or center certified to meet the state standards for such programs.

**Day Health Services for Adults** – Daily Care (155) is the provision of an organized program of services during the day in a community group setting for the purpose of supporting adults' personal independence and promoting their social, physical and emotional well-being. Services must include a preadmission health assessment; assistance with activities of daily living including feeding, ambulation, or toileting as needed by individual participants; health care monitoring of each participant's general health and medical regimen which includes documenting the periodic assessment of the vital signs, weight, dental health, general nutrition and hygiene of each participant; documenting and reporting changes in health status to caretakers; assistance to participants and caretakers. Also included are medical examinations required for individual participants for admission to day health and periodically thereafter when not otherwise available without cost, and food and food services to provide a nutritional meal and snacks as appropriate to the program. Services must be provided in a home or center certified to meet the state standards for adult day health or combination adult day care/adult day health.

**Transportation** – Is an optional service. Woodard's may choose to provide transportation for clients approved for day care/health funding. County will reimburse \$1.50 per one-way trip (max of \$3.00 per day) per client when transportation is provided by Woodard's. Transportation provided by Woodard's is paid from the funding received for adult daycare/health services by County.



## WOODARD'S ADULT DAY HEALTH CARE, LLC

Link to Adult daycare and day health procedures manual:

<https://nedhhs.s3.amazonaws.com/s3fs-public/4-2015%20ADC%20%20ADHS%20Policy%20%20Procedure%20Manual.pdf>

Copy is attached.

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

<u>Adult Day Care</u>	\$33.07 per day
<u>Adult Day Health</u>	\$40.00 per day
<u>Transportation</u>	\$1.50 each way or \$3.00 round trip

D. Number of units to be provided:

The number of Daycare or Day Health Services to be provide is dependent upon funding and service type. Services will be paid contingent upon funding and customer eligibility.

Provider shall instruct customers (or their representative) to contact Brunswick County DSS/Beverly Heine to be placed on the waiting list.

As funding becomes available, Brunswick County will schedule assessment and complete assessments within 30 day of funding availability for individual on the waiting list.

Brunswick County DSS will inform the customer (and/or their representative) and Woodard's Adult Day Health Care, LLC if the customer has been approved for services as well as the approved number of days per week. (Example attached)

Brunswick County DSS will pay for scheduled "no shows" as allowed by the Adult Day Care policy manual.

**\*\*Woodard's will communicate changes in circumstances of clients as well as changes in Woodard's service options within 7(seven) days of the change. \*\***

E. Details of Billing process and Time Frames;

Woodard's Adult Day Health Care, LLC will submit an invoice at least monthly that provides the date(s) and descriptions of services along with attendance sheet. The invoice will show a total for current amount due. The invoice and attendance sheet need to be submitted to Brunswick County Fiscal Staff by the fifth working day of the month following the month the service was provided. Brunswick County agrees to pay Woodard's Adult Day Health Care, LLC within two weeks of the receipt of the invoice and attendance sheet.

F. Area to be served/Delivery site(s): Brunswick County



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 21.**

**From:** Heath and Human Services - Social Services - Wortman Law  
David Stanley, HHS Executive Director Firm Contract

**Issue/Action Requested:**

Request that the Board of Commissioners approve the contract for Wortman Law Firm, PLLC.

**Background/Purpose of Request:**

This contract is created to provide legal representation and support to Social Services in the areas of Child Protective Services, Foster Care, Adult Protective Services, Child Support Enforcement, and Guardianship. The value of this renewal contract is \$80,000.

Staff recommends approval of the 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 contract for Wortman Law Firm, PLLC.

**ATTACHMENTS:**

Description

- ☐ Wortman - General Contract
- ☐ Wortman - Scope of Work

**Fiscal Year Begins 7/1/19 Ends 6/30/20**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Wortman Law Firm, PLLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number 38-3772315

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) State Certification (Attachment M)
- (9) Certification regarding nondiscrimination, clean air act & clean water act (Attachment N)
- (10) Contract Determination Questionnaire (required)

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

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

**3. Effective Period:** This contract shall be effective on 7/1/19 and shall terminate on 6/30/20, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$80,000.00.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$80,000.00.

**6. Reversion of Funds:**

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

**7. Reporting Requirements:**

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

**8. Payment Provisions:**

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

Attachment B.

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

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Address	PO Box 219	Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Rachel Purvis Stanley, Attorney	Name & Title	SAME
Company Name	Wortman Law Firm, PLLC	Company Name	
Mailing Address	624 Village Road, Suite 1	Street Address	
City State Zip	Shallotte, NC 28470	City State Zip	
Telephone	910-755-7252		
Fax	910-755-7291		
Email	rachelpurvis@wortmanlaw.com		

**9. Supplementation of Expenditure of Public Funds:**

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

**10. Disbursements:**

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

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

**11. Outsourcing to Other Countries:**

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

**12. Federal Certifications:**

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

**13. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*

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

WORTMAN LAW FIRM, PLLC

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

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney/Assist. County Attorney

\_\_\_\_\_  
Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  
Line #: 145310-419200

\_\_\_\_\_  
Signature of County Finance Officer

\_\_\_\_\_  
Date

COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name\*\*

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
(Notary Signature and Seal)

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN   383772315**  
**Contract #**

**A.      CONTRACTOR INFORMATION**

1. Contractor Agency Name: Wortman Law Firm, PLLC
2. If different from Contract Administrator Information in General Contract:  
Address:

Telephone Number: 910-755-7252   Fax Number: 910-755-7291   Email:  
rachelpurvis@wortmanlaw.com

3. Name of Program (s):
4. Status:      ☐ Public      ☐ Private, Not for Profit      ☒ Private, For Profit
5. Contractor's Financial Reporting Year   1/1 through 12/31

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**

- 1) Legal representation and document preparation related to Adult Protective Services.
  - a. Review of / modification to incompetency petitions.
  - b. Preparation and filing of petitions.
  - c. Preparation for witness testimony at hearings.
  - d. Consultation with other attorneys.
  - e. Attendance at hearings.
- 2) Legal representation and document preparation related to Child Protection Services/ Foster Care.
  - a. Review of / modification to juvenile petitions.
  - b. Preparation of termination petitions.
  - c. Preparation for hearings, including consultation with staff.
  - d. Representation of the County at all court hearings.
  - e. Coordination of County responsibilities for issuance of subpoenas, hearing notices, response to discovery requests, and order preparation.
  - f. Appellate Services
- 3) Legal representation and document preparation related to the Child Support Unit.
  - a. Review of / modification to orders.
  - b. Preparation and filing of orders.
  - c. Consultation with child support staff.
  - d. Consultation with other attorneys.
  - e. Attendance at hearings.

- 4) Contractor agrees to maintain professional liability insurance.



- 5) Contractor agrees to arrange for an attorney to cover times when Contractor is unable to perform duties because of vacation, sickness, or other temporary absence. Contractor will promptly notify County and work with County to arrange counsel for cases in which Contractor has a conflict of interest.

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

1. Negotiated county rate shall apply.
2. Brunswick County has negotiated a fixed rate of \$80.00 per hour. The rate is inclusive of attorney's time as well as any adjunctive expenses routinely incurred by an attorney in the public practice of law. Adjunctive expenses may include photocopying, postage, telephone bills, etc.
3. Reimbursement for Meeting / Training Travel:
  - a. Hourly Rate for Training – Per the DSS Fiscal Manual, an hourly “admin rate” of \$55.00 per hour may be paid to reimburse time spent in training sessions. All such training requires prior-approval of DSS Director.
  - b. Registrations – Registrations shall be reimbursed for any program-related travel with prior-approval from DSS Director.
  - c. Subsistence – Hotel accommodations and meals shall be reimbursed for any program-related travel with prior-approval from DSS Director.
  - d. Mileage – Travel miles shall be reimbursed at the standard IRS rate of \$0.545/mile for any program-related travel with prior approval from DSS Director. The hourly rate of pay will not be paid for travel time.

D. Number of units to be provided:

Shall increase to 1000 units per fiscal year for an amount not to exceed \$80,000 for Child Support, Adult Protective Services and Child Protective Services/Foster Care.

E. Details of Billing process and Time Frames:

- 1) The contractor shall submit to the agency billing for the prior month by the 10<sup>th</sup> business day of each month.
- 2) Contractor shall provide invoices for the above referenced services - Adult Protective Services and Child Protection Services/Foster Care - separately from the invoices for Child Support referenced in the original scope of work. Invoices for filing fees and service fees shall be identified by program/service area. (e.g. Service Fee – Child Support vs. Service Fee – Adult Protective Services).

- 3) Contractor agrees to pay filing and sheriff fees and will bill the County for the fees when invoices are submitted.

F. Area to be served/Delivery site(s): Brunswick County, unless as required in support of travel to and from meetings / trainings necessary to carry out the duties of this contract. All travel registrations, subsistence, and mileage must receive prior approval from DSS Director.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 22.**

Operation Services - Ground Water Monitoring

**From:**

Stephanie Lewis, Operation Services  
Director

**Issue/Action Requested:**

Request that the Board of Commissioners approve a service agreement with Wood Environment and Infrastructure Solutions, Inc. (Wood) for semi-annual sampling of ground-water wells at the Brunswick County Landfill as required by the North Carolina Department of Environmental Quality (NCDEQ).

**Background/Purpose of Request:**

In accordance with the updated Water Quality Monitoring Plan, dated September 27, 2013 that was developed to comply with the NCDEQ landfill monitoring requirements, Wood proposes to conduct the required ground-water monitoring events for September 2019 and March 2020 at the Brunswick County Landfill for an estimated cost of \$27,070. The service agreement is of a routine nature with funds budgeted in 104720-419900.

**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 a service agreement with Wood Environment and Infrastructure Solutions, Inc. (Wood) for semi-annual sampling of ground-water wells at the Brunswick County Landfill as required by the North Carolina Department of Environmental Quality (NCDEQ).

**ATTACHMENTS:**

Description

- ▣ Ground Water Monitoring

Wood E&IS, Inc.  
5710 Oleander Drive, Suite 110  
Wilmington, North Carolina 28401  
Phone: (910) 452-1185 Fax: (844) 648-9591



## LETTER OF TRANSMITTAL

<b>TO:</b> Ms. Heather Murray Senior Manager of Contracts and Administration Brunswick County Operation Services P.O. Box 249 Bolivia, NC 28422	<b>DATE:</b> 6/6/2019 <b>PROJECT NO.:</b> PROP19WILM0006 <b>PROJ. NAME:</b> GW Monitoring/Brunswick County Landfill <b>SUBJECT:</b> Compliance Monitoring for September 2019 & March 2020
-------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WE TRANSMIT TO YOU:



HEREWITH



UNDER SEPARATE COVER

**SUBJECT:**

- ☐ DRAWINGS  
☐ SPECIFICATIONS  
☐ CALCULATIONS  
☒ REPORTS  
☐ COST ESTIMATE  
☐ AS NOTED

**ACTION:**

- ☐ FOR YOUR INFORMATION  
☐ FOR YOUR COMMENT OR APPROVAL  
☐ RETURNED FOR CORRECTION: RESUBMIT  
☒ APPROVED AS NOTED  
☐ AS REQUESTED

**SENT BY:**

- ☐ MAIL  
☐ CERTIFIED MAIL  
☒ EXPRESS Federal Express  
☐ COURIER  
☐ HAND DELIVERED  
☐ FACSIMILE:  
 Pages (including transmittal sheet)

COPIES	DATE	DESCRIPTION
2	6/6/19	Proposal for Ground-Water Monitoring For September 2019 and March 2020 Brunswick County Landfill, Brunswick County, North Carolina

**REMARKS:**CC: Stephanie LewisBy: Walker Jones

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 File (1)

5710 Oleander Drive, Suite 110  
 Wilmington, North Carolina 28403  
 Phone: (910) 452-1185  
 FAX (910) 791-1338

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June 6, 2019

Ms. Stephanie Lewis  
Operations Services  
Brunswick County Government  
P. O. Box 249  
Bolivia, North Carolina 28422

Subject: **Proposal for Ground-Water Monitoring  
For September 2019 and March 2020  
Brunswick County Landfill  
Brunswick County, North Carolina  
Wood Proposal Number: PROP19WILM0006**

Dear Ms. Lewis:

Wood Environment and Infrastructure Solutions, Inc. (Wood) is pleased to present this proposal to the Brunswick County Government for monitoring activities at the Brunswick County landfill, located near Bolivia, North Carolina. The next two semi-annual sampling events required under the pertinent North Carolina regulations are to be conducted in September 2019 and March 2020. This work will be conducted in accordance with the site's Assessment Monitoring program, as described in NCAC 15A: 13B.1634 (d)(2) and conditional modifications approved by the North Carolina Department of Environmental Quality, Division of Waste Management (NCDEQ).

We appreciate the opportunity to provide our environmental services to the Brunswick County Government. Please do not hesitate to contact us if you have questions about this proposal.

Sincerely,

**Wood Environment and Infrastructure Solutions, Inc.**

B. Walker Jones, RSM  
Principal Environmental Scientist

J. Chris Pruneau, L.G.  
Principal Hydrogeologist

Attachments:

Proposal Work Acceptance Sheet  
Verification of Work Authorization  
Certificate of Liability Insurance

Wood Environment & Infrastructure Solutions, Inc.  
5710 Oleander Drive, Suite 110  
Wilmington, NC 28403

Tel – (910) 452-1185  
Fax – (844) 648-9591



## **1.0 SCOPE OF WORK**

Wood proposes to conduct the required ground-water monitoring events for September 2019 and March 2020 at the Brunswick County Landfill facility (the Site), located in Brunswick County. The ground-water sampling events proposed herein will be accomplished utilizing the existing eight site ground-water monitoring wells. These wells include monitoring wells (MW's) -1, -2, -3, -4, -6, -7R, -8, -9 and -10. The monitoring events will be conducted in accordance with the Updated Water Quality Monitoring Plan, dated September 27, 2013 (Monitoring Plan) that was developed to comply with the North Carolina Department of Environmental Quality, Division of Waste Management (NCDEQ) landfill monitoring requirements. The following sections describe our anticipated monitoring activities.

### **1.1. Water-Level Measurement and Well Purging**

In order to provide information on the configuration of the ground-water table during each sampling event, we will obtain water level measurements from nine site-monitoring wells. The measurements will be made in the wells on the same day, using an electronic probe. The depth to ground water will be measured to the nearest .01 foot.

After water-level measurement, the wells will be purged, using disposable Teflon bailers and new polypropylene rope. A minimum of three well volumes will be removed from each well, or the well will be bailed dry. Specific conductance, pH and temperature of the water will be measured during purging. The wells will be purged on the day prior to the planned sampling.

### **1.2. Groundwater Sample Collection**

On the day after purging the wells, ground-water samples will be collected from each well in accordance with procedures detailed in the Monitoring Plan. Groundwater sampling will be accomplished no later than 24 hours after the completion of purging. This time interval is intended to allow suspended mineral particles to settle from the water column and thereby to minimize the possibility of obtaining false indications of dissolved metals in the water.

Sampling personnel will wear PVC or vinyl gloves while collecting and handling the samples. Sample containers will be labeled as described in the Monitoring Plan. The pH, specific conductivity and temperature of the water to be sampled will be measured and recorded in a bound field notebook, as will the information recorded on the sample label.

Groundwater water samples will be collected using disposable Teflon bailers and will be carefully poured into laboratory prepared sample containers appropriate for the planned monitoring event. Sample containers will be capped, wrapped with suitable padding, and placed in a cooler with bagged ice. Chain-of-custody procedures described in the Monitoring Plan will be followed.

### **1.3. Quality Control Sample Collection**

Field Quality Control (QC) samples collected during each sampling event will include trip blank, equipment rinsate, duplicate, and background samples to the laboratory. Suggested frequency and types of QC check samples are discussed below.

### 1.3.1. Trip Blanks

Trip blanks are samples that originate from analyte-free water taken from the laboratory to the sampling site and returned to the laboratory with samples to be analyzed for volatile organic compounds. Trip blanks shall be placed in sample coolers prior to transport to the site so that they accompany the samples throughout the sample collection/handling/transport process. Once prepared, trip blanks should not be opened before they reach the laboratory. One trip blank will accompany each cooler containing water samples to be analyzed for volatile organics (VOCs). Trip blanks will only be analyzed for VOCs. Results of trip blank analyses are used to determine whether samples have been contaminated by VOCs during sample handling and transport to the lab.

### 1.3.2. Equipment Rinsate Samples

One equipment rinsate (i.e., "decontamination rinsate," or "equipment blank") sample will be collected during each sampling event. The rinsate sample will be collected by pouring **High Performance Liquid Chromatography (HPLC)** grade, laboratory-filtered (0.1 micron) water into a disposable Teflon bailer, which will then be poured into laboratory-prepared sample containers. The sample will be analyzed for the same parameters for which samples collected utilizing a particular sampling method were analyzed. Results of the rinsate samples will be used to determine whether equipment decontamination was effective.

### 1.3.3. Field Duplicates

One duplicate sample will be collected during each sampling event. Field duplicates consist of either collocated or replicate samples. Collocated samples (water samples collected from the same well at the same time) provide information on the entire sample measurement system, including both sampling and analysis, while replicates (i.e., homogenized or otherwise processed or split samples) provide information for various points in the analytical process. Sampling error can be approximated by the inclusion of collocated and replicated versions of the same sample.

### 1.3.4. Background Samples

Background groundwater samples will be collected from well MW-9 during each monitoring event, as this well has been established as the background monitoring point for the landfill. Well MW-9 is located hydraulically upgradient of the landfill and associated operations, and is considered to be located outside the potential zone of contamination.

## 1.4. Laboratory Analysis

The analysis requirements for the September 2019 and March 2020 sampling events are presented in the following paragraphs. The water samples obtained, as described below, will be submitted to a North Carolina certified laboratory for analysis. The samples will be analyzed in accordance with the appropriate U.S. EPA methods specified in a directive memorandum from the NCDEQ dated April 21, 1995. Under the NCDEQ's Solid Waste Sections Assessment Monitoring program the samples will be submitted for analysis of the Appendix I and Appendix II



list of constituents, where appropriate, as discussed below. Specific analytical procedures are detailed in the Monitoring Plan and will be followed during each sampling event.

#### 1.4.1. September 2019 Event

The September monitoring requirements will include the collection of groundwater from wells MW-1, -2, -3, -6, -8, and -9 for the Appendix I list of analyses; and the collection of groundwater from wells MW-4, -7R and -10 for the Appendix II list of analyses. The NCDEQ conditionally approved this sampling schedule for wells MW-4 and -7R in a letter dated September 8, 2000. Well MW-10 was added to this schedule as approved by NCDEQ in a letter dated September 11, 2011.

#### 1.4.2. March 2020 Event

The March 2020 monitoring event will include sampling eight monitoring wells and submitting the samples for analysis of the Appendix I list of constituents.

#### 1.5. Report

We will compile a report on the results for each semi-annual sampling event the month following the sampling event. Upon completion, the report will be submitted to the NCDEQ. In accordance with NCAC 15A .1632(j), we will include comprehensive presentations of methods, field data, results of analyses and findings of the program.

## 2.0 ESTIMATED COST

We will conduct the September 2019 and March 2020 monitoring activities described above on a unit rate basis using the rates provided. A detail of the estimated time and costs to complete this work are provided below.

#### Water-Level Measurement, Well Purging & Sample Collection

Staff Technician - @\$75/hr. x 18 hrs. ....	\$1,350
Staff Professional - @\$90/hr. x 18 hrs. ....	\$1,620
Supplies, decon, etc. ....	\$ 150
4WD Vehicle, 2 day ....	\$ 150
Monitoring Well Repair.....	\$ 100
	<u>\$3,370</u>
2 Events	x 2
<b>Subtotal</b>	<b>\$6,740</b>

#### Laboratory Analysis

##### **September 2019 Event - Appendix I & Appendix II**

Volatiles & Inorganics - 9 samples x \$280.00/sa.....	\$2,520
Volatiles & Inorganics - 3 samples x \$890.00/sa.....	\$2,670

##### **March 2020 Event - Appendix I**

Volatiles & Inorganics - 11 samples x \$280.00/sa.....	<u>\$3,080</u>
<b>Subtotal</b>	<b>\$8,270</b>

### **Report and Consultation with NCDEQ**

Staff Professional – 20 hrs. x \$90.00 .....	\$ 1,800
Project Geologist - 15 hrs. x \$100.00 .....	\$ 1,500
Senior Geologist - 18 hrs. x \$130.00 .....	\$ 2,340
Drafting - 4 hrs. x \$70.00 .....	\$ 280
Clerical - 2 hrs. x \$55.00 .....	\$ 110
	<u>\$6,030</u>
2 Events	x 2
<b>Subtotal</b>	<b>\$12,060</b>

**TOTAL ESTIMATED COST \$27,070**

### **3.0 SCHEDULE**

To comply with the requirements for semi-annual sampling, the field activities for this proposed work will be accomplished in September 2019 and March 2020. Completion of chemical analysis and compilation of the report will require approximately four weeks beyond that time. Therefore, we expect to submit a final report within the month following the preceding sampling event.

### **4.0 AUTHORIZATION**

Should the information contained herein meet with your approval, please execute and return an original copy of the attached Wood Services Agreement. Your signature of acceptance on the enclosed Services Agreement will make this proposal, the Terms and Conditions, and other enclosures the agreement between us and authorize Wood to proceed with the proposed scope of services. Any exceptions to this proposal or special requirements not covered in the proposal should be listed on the Services Agreement.

*Proposal for Groundwater Monitoring 2019-2020*  
*Brunswick County Landfill*  
*PROP19WILM0006*

*June 6, 2019*

## **ATTACHMENTS**



## Professional Services Agreement

---

### PARTIES

THIS AGREEMENT (the "Agreement"), effective this 6<sup>th</sup> day of June, 2019, is made by and between **Wood Environment & Infrastructure Solutions, Inc.**, a Nevada corporation, with an address at 5710 Oleander Drive, Suite 110, Wilmington, North Carolina 28403 ("Wood E&IS") and Brunswick County Government, a Government Agency of North Carolina (State) corporation/limited liability company/partnership (Indicate which), with an address at 1764 DR NE, Bolivia, North Carolina ("Client")

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

---

### PROJECT

CLIENT engages Wood E&IS to provide services in connection with: Semi-Annual Landfill Groundwater Monitoring

---

### SCOPE OF SERVICES

Wood E&IS agrees to perform services in accordance with its Proposal as follows: Proposal Attached

CLIENT agrees that all services not expressly included are excluded from Wood E&IS's Scope of Services.

---

### COMPENSATION (in U.S. Dollars) (check one)

☐ **Firm-fixed price:** CLIENT agrees to compensate Wood E&IS on a firm-fixed price basis in the amount of:  
\$

☒ **Time and materials:** CLIENT agrees to compensate Wood E&IS for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Wood E&IS's performance be greater than the estimated amount shown below, Wood E&IS will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: **See Attached Proposal**

Other Direct Costs (Reimbursed at cost plus \_\_\_\_ % mark-up): **See Attached Proposal**

Total estimated time and materials cost: **\$27,070.00**

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

---

### ATTACHMENTS

The listed attachments form part of this Agreement:

1. Proposal, dated June 6, 2019
2. Professional Services Agreement
3. Verification of Work Authorization
4. Certificate of Liability Insurance



## Terms and Conditions

**1. COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Wood E&IS at the address specified on Wood E&IS's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood E&IS of that fact in writing within ten (10) days from the date of receipt of Wood E&IS's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

**2. STANDARD OF CARE:** Wood E&IS will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood E&IS's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. INDEPENDENT CONTRACTOR:** Wood E&IS shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood E&IS shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood E&IS and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

**4. INSURANCE:** Wood E&IS will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

**5. CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood E&IS, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood E&IS encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood E&IS shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood E&IS's reasonable opinion, the conditions cause an increase or decrease in Wood E&IS's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood E&IS's compensation, schedule, or both. In the event no Change Order is agreed to, Wood E&IS reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

**6. FORCE MAJEURE:** Should performance of Services by Wood E&IS be affected by causes beyond its reasonable control, Wood E&IS will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Wood E&IS.

**7. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide Wood E&IS all available material, data, and information pertaining to the Services.

**8. SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by Wood E&IS for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood E&IS's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood E&IS will not be liable for damage



or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood E&IS in connection with its work.

**9. WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood E&IS assume possession or title, constructive or express, to any such samples or wastes.

**10. LIMITATION OF LIABILITY:** As part of the consideration Wood E&IS requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood E&IS by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood E&IS or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood E&IS's standard of care hereunder shall be to require Wood E&IS to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD E&IS TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD E&IS IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD E&IS BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD E&IS OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD E&IS IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood E&IS would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood E&IS, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood E&IS's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood E&IS, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood E&IS performing the Services in accordance with the Standard of Care.

Wood E&IS and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood E&IS or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood E&IS shall be liable are limited to that proportion of such damages which is attributable to Wood E&IS's percentage of fault subject to the other limitations herein.

**11. INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless Wood E&IS and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood E&IS under this Agreement, unless such injury or loss is caused by the sole negligence of Wood E&IS.

**12. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other.

**13. COST ESTIMATES:** If included in the Services, Wood E&IS will provide cost estimates based upon Wood E&IS's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood E&IS's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

**14. TERMINATION** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood E&IS to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

**15. GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the Wood E&IS office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.





**16. FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood E&IS. The presence of Wood E&IS's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood E&IS's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood E&IS is not responsible for safety or security at a site, other than for Wood E&IS's employees, and that Wood E&IS does not have the contractual duty or legal right to stop the work of others.

**17. DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Wood E&IS office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

**18. EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood E&IS, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood E&IS's reports or recommendations to any person or organization other than those identified in the project description without Wood E&IS's written authorization. CLIENT releases Wood E&IS from liability and agrees to defend, indemnify, protect and hold harmless Wood E&IS from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood E&IS under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood E&IS.

**19. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of Wood E&IS and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood E&IS be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood E&IS. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood E&IS services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood E&IS have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

**CLIENT**

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

Name: Frank L. Williams

Title: Chairman, Board of Commissioners

**Wood Environment & Infrastructure Solutions, Inc.**

By: J. Chris Brunson

Name: J. Chris Brunson

Title: Branch Mgr.

ATTEST:

\_\_\_\_\_[SEAL]

Clerk to the Board

Approved as to Form.

DocuSigned by:

Robert V. Shaver, Jr.

County Attorney

6/14/2019

Date

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

DocuSigned by:

Julie A. Miller

Director of Fiscal Operations

6/14/2019

Date



## Article 2.

## Verification of Work Authorization.

**§ 64-25. (For effective date, see Editor's note.) Definitions.**

The following definitions apply in this Article:

- (1) Commissioner. - The North Carolina Commissioner of Labor.
- (2) Employ. - Hire an employee.
- (3) Employee. - Any individual who provides services or labor for an employer in this State for wages or other remuneration. The term does not include an individual whose term of employment is less than nine months in a calendar year.
- (4) Employer. - Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.
- (5) E-Verify. - The federal E-Verify 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.
- (6) Unauthorized alien. - As defined in 8 U.S.C. § 1324a(h)(3). (2011-263, s. 3; 2013-418, s. 2(f).)

**§ 64-26. (For effective date, see Editor's note) Verification of employee work authorization.**

(a) Employers Must Use E-Verify. - Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify.

(b) Employer Preservation of E-Verify Forms. - Each employer shall retain the record of the verification of work authorization required by this section while the employee is employed and for one year thereafter.

(c) Repealed by Session Laws 2013-418, s. 2(g), effective September 4, 2013. (2011-263, s. 3; 2013-418, s. 2(g).)

**§ 64-27. (For effective date, see Editor's note) Commissioner of Labor to prepare complaint form.**

(a) Preparation of Form. - The Commissioner shall prescribe a complaint form for a person to allege a violation of G.S. 64-26. The form shall clearly state that completed forms may be sent to the Commissioner.

(b) Certain Information Not Required. - The complainant shall not be required to list the complainant's social security number on the complaint form or to have the complaint notarized. (2011-263, s. 3.)

**§ 64-28. (For effective date, see Editor's note) Reporting of complaints.**

(a) Filing of Complaint. - Any person with a good faith belief that an employer is violating or has violated G.S. 64-26 may file a complaint with the Commissioner setting forth the basis for that belief. The complaint may be on a form prescribed by the Commissioner pursuant to G.S. 64-27 or may be made in any other form that gives the Commissioner information that is sufficient to proceed with an investigation pursuant to G.S. 64-29. Nothing in this section shall be construed to prohibit the filing of anonymous complaints that are not submitted on a prescribed complaint form.

(b) False Statements a Misdemeanor. - A person who knowingly files a false and frivolous complaint under this section is guilty of a Class 2 misdemeanor. (2011-263, s. 3.)

**§ 64-29. (For effective date, see Editor's note) Investigation of complaints.**

(a) Investigation. - Upon receipt of a complaint pursuant to G.S. 64-28 that an employer is allegedly violating or has allegedly violated G.S. 64-26, the Commissioner shall investigate whether the employer has in fact violated G.S. 64-26.

(b) Certain Complaints Shall Not Be Investigated. - The Commissioner shall not investigate complaints that are based solely on race, religion, gender, ethnicity, or national origin.

(c) Assistance by Law Enforcement. - The Commissioner may request that the State Bureau of Investigation assist in investigating a complaint under this section.

(d) Subpoena for Production of Documents. - The Commissioner may issue a subpoena for production of employment records that relate to the recruitment, hiring, employment, or termination policies, practices, or acts of employment as part of the investigation of a valid complaint under this section. (2011-263, s. 3.)

**§ 64-30. (For effective date, see Editor's note) Actions to be taken; hearing.**

If, after an investigation, the Commissioner determines that the complaint is not false and frivolous:

- (1) The Commissioner shall hold a hearing to determine if a violation of G.S. 64-26 has occurred and, if appropriate, impose civil penalties in accordance with the provisions of this Article.
- (2) If, during the course of the hearing required by subdivision (1) of this section, the Commissioner concludes that there is a reasonable likelihood that an employee is an unauthorized alien, the Commissioner shall notify the following entities of the possible presence of an unauthorized alien:
  - a. United States Immigration and Customs Enforcement.
  - b. Local law enforcement agencies. (2011-263, s. 3.)

**§ 64-31. (For effective date, see Editor's note) Consequences of first violation.**

(a) Affidavit Must Be Filed. - For a first violation of G.S. 64-26, the Commissioner shall order the employer to file a signed sworn affidavit with the Commissioner within three business days after the order issued pursuant to this subsection is issued. The affidavit shall state with specificity that the employer has, after consultation with the employee, requested a verification of work authorization through E-Verify.

(b) Effect of Failure to File Affidavit. - If an employer fails to timely file an affidavit required by subsection (a) of this section or by G.S. 64-32 or G.S. 64-33, the Commissioner shall order the employer to pay a civil penalty of ten thousand dollars (\$10,000). (2011-263, s. 3.)

**§ 64-32. (For effective date, see Editor's note) Consequences of second violation.**

For a violation of G.S. 64-26 that occurs after an order has been issued pursuant to G.S. 64-31, the Commissioner shall order the measures required by G.S. 64-31(a) and shall also order the employer to pay a civil penalty of one thousand dollars (\$1,000), regardless of the number of required employee verifications the employer failed to make. (2011-263, s. 3.)

**§ 64-33. (For effective date, see Editor's note) Consequences of third or subsequent violation.**

For a violation of G.S. 64-26 that occurs after an order has been issued pursuant to G.S. 64-32, the Commissioner shall order the measures required by G.S. 64-31(a), and shall also order the employer to pay a civil penalty of two thousand dollars (\$2,000) for each required employee verification the employer failed to make. (2011-263, s. 3.)

**§ 64-34. (For effective date, see Editor's note) Commissioner to maintain copies of orders.**

The Commissioner shall maintain copies of orders issued pursuant to G.S. 64-31, 64-32, and 64-33, and shall maintain a database of the employers and business locations that have a violation of G.S. 64-26 and make the orders available on the Commissioner's Web site. (2011-263, s. 3.)

**§ 64-35. (For effective date, see Editor's note) Work authorization shall be verified through the federal government.**

When investigating a complaint under this Article, the Commissioner shall verify the work authorization of the alleged unauthorized alien with the federal government pursuant to 8 U.S.C. § 1373(c). The Commissioner shall not attempt to independently make a final determination of whether an alien is authorized to work in the United States. (2011-263, s. 3.)

**§ 64-36. (For effective date, see Editor's note) Appeal of Commissioner's order.**

A determination by the Commissioner pursuant to this Article shall be final, unless within 15 days after receipt of notice thereof by certified mail with return receipt, by signature confirmation as provided by the U.S. Postal Service, by a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2) with delivery receipt, or via hand delivery, the employer charged with the violation takes exception to the determination, in which event final determination shall be made in an administrative proceeding pursuant to Article 3 of Chapter 150B of the General Statutes and in a judicial proceeding pursuant to Article 4 of Chapter 150B of the General Statutes. (2011-263, s. 3.)

**§ 64-37. (For effective date, see Editor's note) Rules.**

The Commissioner may adopt rules needed to implement this Article. (2011-263, s. 3.)

**§ 64-38. (For effective date, see Editor's note) Article does not require action that is contrary to federal or State law.**

This Article shall not be construed to require an employer to take any action that the employer believes in good faith would violate federal or State law. (2011-263, s. 3.)



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
06/05/2019

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> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:  														
<b>INSURED</b> JWGUSA Holdings, Inc. Wood Group USA, Inc. and its Subsidiaries and Affiliates 17325 Park Row Houston TX 77084 USA	<table border="1"> <thead> <tr> <th data-bbox="803 514 1388 535">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 514 1520 535">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 535 1388 556">INSURER A: ACE American Insurance Company</td> <td data-bbox="1388 535 1520 556">22667</td> </tr> <tr> <td data-bbox="803 556 1388 577">INSURER B: AIG Specialty Insurance Company</td> <td data-bbox="1388 556 1520 577">26883</td> </tr> <tr> <td data-bbox="803 577 1388 598">INSURER C: Lloyd's Syndicate No. 2003</td> <td data-bbox="1388 577 1520 598">AA1128003</td> </tr> <tr> <td data-bbox="803 598 1388 619">INSURER D: ACE Fire Underwriters Insurance Co.</td> <td data-bbox="1388 598 1520 619">20702</td> </tr> <tr> <td data-bbox="803 619 1388 640">INSURER E:</td> <td data-bbox="1388 619 1520 640"></td> </tr> <tr> <td data-bbox="803 640 1388 661">INSURER F:</td> <td data-bbox="1388 640 1520 661"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: AIG Specialty Insurance Company	26883	INSURER C: Lloyd's Syndicate No. 2003	AA1128003	INSURER D: ACE Fire Underwriters Insurance Co.	20702	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER:** 570076545171


**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. **Limits shown are as requested**

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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDOG27874265	05/01/2018	07/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
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	WLRC65890069 Work Comp- AOS RWCC65890100 Work Comp- WI	01/31/2019	07/01/2019	<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
D	Archit&Eng Prof			PSDEF1800726 Professional Liability SIR applies per policy terms & conditions	07/01/2018	06/30/2019	Any One Claim \$1,000,000 Aggregate Limit \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED AMEC COMPANIES. RE: Project Description: Brunswick County Landfill Groundwater Compliance, Project No. 6550170019. Brunswick County, its officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Professional Liability, Pollution Liability and Workers' Compensation policies. Should General Liability, Professional Liability and Workers' Compensation policies be cancelled before the expiration date thereof,

**CERTIFICATE HOLDER**
**CANCELLATION**

Brunswick County Attn: Brunswick County Risk Manager 30 Government Drive PO Box 249 Bolivia NC 28422 USA	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  
----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Holder Identifier :

Certificate No : 570076545171





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570076545171			
CARRIER See Certificate Number: 570076545171	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions.



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.
POLICY NUMBER See Certificate Number: 570076545171		
CARRIER See Certificate Number: 570076545171	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

### Additional Named Insured

#### Named Insureds:

JWGUSA Holdings, Inc.  
 AGRA Pipeline Professionals, Inc.  
 AMEC Construction Management, Inc.  
 AMEC E&E, P.C.  
 AMEC Engineering and Consulting of Michigan, Inc.  
 Amec Foster Wheeler USA Corporation  
 Amec Foster Wheeler Programs Inc.  
 Amec Foster Wheeler Power Systems, Inc.  
 Amec Foster Wheeler Constructors, Inc.  
 Amec Foster Wheeler Energia, S.L.U.  
 Amec Foster Wheeler E&C Services, Inc.  
 Amec Foster Wheeler Industrial Power Company, Inc.  
 AMEC Massachusetts, Inc.  
 Amec Foster Wheeler Martinez Inc.  
 Amec Foster Wheeler North America Corp  
 Amec Foster Wheeler Ventures, Inc.  
 Amec Foster Wheeler Oil and Gas, Inc.  
 AMEC USA Holdings, Inc.  
 Foster Wheeler Development Corporation  
 Foster Wheeler Intercontinental Corporation  
 Amec Foster Wheeler Kamtech, Inc.  
 MACTEC Engineering and Consulting, P.C.  
 QED International LLC  
 Rider Hunt International USA, Inc.  
 Terra Nova Technologies, Inc. (TNT)

Wood Group USA, Inc.  
 Wood Group Alaska, LLC  
 Wood Group PSN, Inc.  
 Altablue, Inc.  
 Cape Software, Inc.  
 BMA Solutions, Inc.  
 Global Performance, LLC  
 John Wood Group PLC  
 RWG (Repair & Overhauls) USA, Inc.  
 Ingenious, Inc.  
 Mustang Process and Industrial  
 Mustang International, LP  
 C E C Controls Company, Inc.  
 Wood Environment & Infrastructure Solutions Inc.





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Elizabeth Bynum

**Action Item # V. - 23.**

Sheriff's Office - Contract with Johnson Industrial Machinery Services for Detention Center Renovation Project

**Issue/Action Requested:**

Request that the Board of Commissioners approve a contract with Johnson Industrial Machinery Services, Inc. to replace all detention center showers.

**Background/Purpose of Request:**

Request the Board of Commission approve \$245,476.00 contract with Johnson Industrial Machinery Services, Inc. to replace all detention center showers with stainless steel. In FY 18-19, the Detention Center was approved \$215,000 to replace the showers in the facility. The showers are an area of concern and have been documented in jail inspections over the years. The quote for the project reflects the increase in stainless steel costs since the initial quote for budget planning.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment is to appropriate \$245,500 in fund balance to roll forward budgeted funds in FY 19 for this project.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a contract with Johnson Industrial Machinery Services, Inc. in the amount of \$245,476 to replace all detention center showers.

**ATTACHMENTS:**

Description

- ▣ Jail Showers Quote
- ▣ JIMS Sole Vendor Statement
- ▣ Service Contract for Jail Shower Installation
- ▣ 20190701 Budget Amendment Detention Center Renovation Project.pdf



**JOHNSON INDUSTRIAL MACHINERY SERVICES, INC.**

PO BOX 3877  
WILSON, NC 27895-3877  
(252) 239-1944  
[jims@jimsinc.net](mailto:jims@jimsinc.net)

June 6, 2019

Quote #QT18267  
Revision 1

Elizabeth Bynum  
Brunswick County Sheriff's Office  
PO Box 9  
Bolivia, NC 28422

Dear Ms. Bynum,

We are pleased to quote on the fabrication and installation of (57) showers for your detention center. Our quote includes the following:

- A. (12) 60" x 60" handicap showers
- B. One (1) 36" x 36" handicap shower
- C. (44) 36" x 36" regular showers
- D. Shower pans will be fabricated from 14 gauge stainless steel, shower walls and caps will be 20 gauge stainless steel. All materials will be 304L stainless 2B finish
- E. Stainless steel shower drain concreted in floor with removable stainless steel grate with 2" pipe to connect to existing drain with fernco coupling
- F. 14 gauge stainless steel pan tig welded to drain with 3" lip on all 4 sides – except handicap which will have 3" lips on 3 sides and 1" lip on front
- G. We will make a threshold on the (44) regular showers with salt treated 4" x 4" lumber covered in stainless steel
- H. Back walls will be 96" tall
- I. There will be two (2) corner covers furnished on each shower
- J. Walls and cap will be secured with fuse-it and lead drive rivets
- K. All shower controls to be removed and re-installed by others
- L. Brunswick County to furnish dumpster for debris
- M. JIMS will supply four (4) 2" x 36" anti-slip strips per shower
- N. We are estimating doing eight (8) showers per week, working four (4) 10 hour days
- O. Estimated shower installation to begin Mid-August
- P. This quote is based on current steel prices and is guaranteed for seven (7) days

\$245,476.00

Once again thank you for allowing JIMS this opportunity. We look forward to hearing from you soon.

Sincerely,

Will Fulghum  
General Manager



**JOHNSON INDUSTRIAL MACHINERY SERVICES, INC.**

PO BOX 3877  
WILSON, NC 27895-3877  
(252) 239-1944  
[jims@jimsinc.net](mailto:jims@jimsinc.net)

June 4, 2019

To Whom It May Concern:

This letter has been written to confirm that the stainless steel showers are manufactured, installed, and sold exclusively by Johnson Industrial Machinery Services, Inc.

Johnson Industrial Machinery Services, Inc. maintains all privileges for their products and these products must be purchased directly from our company. There are no agents or dealers authorized to represent these products and no division of JIMS has any rights.

Our stainless steel shower liners are field measured, custom fabricated, and installed by our company as per individual specifications. Custom drains concreted into the floor will be included.

Johnson Industrial Machinery Services, Inc. warrants that no other items or products are available due to our custom service to customers. Pricing of the above item is based on each individual customer's needs.

If you desire addition information, please contact me at the above number or by e-mail,  
[wfulghum@jimsinc.net](mailto:wfulghum@jimsinc.net).

Sincerely,

Will Fulghum  
General Manager

**NORTH CAROLINA**

**BRUNSWICK COUNTY**

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into 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 Johnson Industrial Machinery Services, Inc., (hereinafter referred to as “Provider”), 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 set forth on Exhibit “A” attached hereto.

Any exhibits or attachments referenced herein 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 on August 1, 2019 (the “Effective Date”) and continues in effect until October 31, 2019, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving thirty (30) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work 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 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. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider 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 Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

**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 the amount as specified in Exhibit "A" upon successful completion of the Services and acceptance of same by County. 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**

- a. 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;
- b. Provider 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 Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider'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. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

- f. Provider will perform all Services in a good and workmanlike manner and in conformity with the specifications and requirements of this Agreement;
- g. 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);
- h. 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;
- i. 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
- j. 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. 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.

## **8. 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.

## **9. NON-EXCLUSIVITY**

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.



## **10. 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.

## **11. DEBARMENT**

Provider 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. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

## **12. 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.

## **13. 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.

## **14. 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.

## 15. REMEDIES

- a. **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.
- b. **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.
- 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 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.

## **16. WARRANTY**

Provider shall warrant all labor and materials provided hereunder against defects for a period of one (1) year following completion of the Services. Provider shall promptly correct, at its sole cost and expense, any defect upon written notification from County.

## **17. 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.

## **18. 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.

## **19. NON-DISCRIMINATION IN EMPLOYMENT**

Provider 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. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider 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 County, and Provider may be declared ineligible for further County agreements.

## **20. COMPLIANCE WITH E-VERIFY PROGRAM**

Pursuant to N.C.G.S. § 143-133.3, 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.

## 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. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

### 30. 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.

### 31. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

### 32. NOTICES

- a. **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.
- b. **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.
- c. **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: Jimmy R. Johnson, Registered Agent  
Johnson Industrial Machinery Services, Inc.  
7160 Highway 117  
Lucama, NC 27851

### 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.

ATTEST:

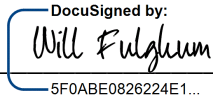
**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

#### JOHNSON INDUSTRIAL MACHINERY SERVICES, INC.

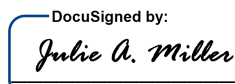
By:  \_\_\_\_\_  
5F0ABE0826224E1...

Printed Name: Will Fulghum

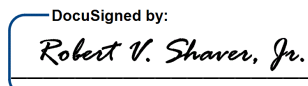
Title: General Manager

Date: 6/20/2019 \_\_\_\_\_

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

 \_\_\_\_\_  
02299718CD4B4B2...  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

#### APPROVED AS TO FORM

 \_\_\_\_\_  
0876110C174D4A8...  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney



**EXHIBIT "A"**  
**SCOPE OF SERVICES/PRICING**

Services

Provider shall fabricate and install fifty-seven (57) showers in the Brunswick County Detention Center located at 70 Stamp Act Drive NE, Bolivia, NC 28422, including, without limitation:

- A. Twelve (12) 60" x 60" handicap showers
- B. One (1) 36" x 36" handicap shower
- C. Forty-four (44) 36" x 36" regular showers
- D. Shower pans will be fabricated from 14 gauge stainless steel. Shower walls and caps will be 20 gauge stainless steel. All materials will be 304L stainless 2B finish
- E. Stainless steel shower drain concreted in floor with removable stainless steel grate with 2" pipe to connect to existing drain with fernco coupling
- F. 14 gauge stainless steel pan tig welded to drain with 3" lip on all 4 sides – except handicap which will have 3" lips on 3 sides and 1" lip on front
- G. Provider will make a threshold on the forty-four (44) regular showers with salt treated 4" x 4" lumber covered in stainless steel
- H. Back walls will be 96" tall
- I. There will be two (2) corner covers furnished on each shower
- J. Walls and cap will be secured with fuse-it and lead drive rivets
- K. Provider will supply four (4) 2" x 36" anti-slip strips per shower
- L. Provider estimates completing eight (8) showers per week, working four (4), ten (10) hour days
- M. Provider estimates shower installation to begin mid-August 2019 and be completed in approximately eight (8) weeks

Provider shall not be responsible for the removal and re-installation of any shower controls. Brunswick County will furnish a dumpster for debris.

Contract Price: **\$245,476.00**

Request Info	
Type	Budget Amendment
Description	Detention Center Renovation Project
Justification	Board Meeting 07/01/2019-Appropriate \$245,500 of fund balance appropriated for the rollover of the Detention Center renovation project budget budgeted in FY19 at \$215,000 and miscellaneous jail fees of \$30,500.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	245500	Increase	Credit
104320	459000	Detention Center	Capital Outlay Improvements	245500	Increase	Debit

Total	
Grand Total:	491000



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Elizabeth Bynum

**Action Item # V. - 24.**

Sheriff's Office - Renewal of Motorola Solutions Service Agreement

**Issue/Action Requested:**

Request that the Board of Commissioners approve an annual service agreement with Motorola Solutions to continue infrastructure support of the 911 Center in the amount of \$27,787.92.

**Background/Purpose of Request:**

Request the Board of Commission approve an annual service agreement with Motorola Solutions to continue infrastructure support of the 911 Center in the amount of \$27,787.92. Funds were covered with 911 State Board funds in budget 224376 in FY 18-19.

**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 an annual service agreement with Motorola Solutions to continue infrastructure support of the 911 Center in the amount of \$27,787.92.

**ATTACHMENTS:**

Description

- ☐ Motorola Solutions Contract



## SERVICE AGREEMENT

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Contract Number: USC000008062  
Contract Modifier: R18-FEB-19 18:43:55

Date: 12-MAR-2019

<p>Company Name: Brunswick, County Of</p> <p>Attn.: Billing Address: Po Box 249 City, State, Zip Code: Bolivia, NC 28422 Customer Contact: Joe Quarino Phone: 910-253-5383</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

P.O.#: N/A  
Customer #: 1036470996  
Bill to Tag#: 0006  
Contract Start Date: 01-JUL-2019  
Contract End Date: 30-JUN-2020  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV01S00494A LSV01S00712A	***** Recurring Services ***** ASTRO SYS ESS+ SUS REBOOT SUPPORT	\$1,378.52 \$937.14	\$16,542.29 \$11,245.63
Sub Total			\$2,315.66	\$27,787.92
Taxes			TBD	TBD
Grand Total				
<p><b>SPECIAL INSTRUCTIONS</b> - ATTACH STATEMENT OF WORK FOR PERFORMANCE</p> <p>DESCRIPTIONS: The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the customer upon reestablishment of the expired service contract.</p> <p>MSI / MCA will provide service to legacy and/or third party equipment on a commercially reasonable best effort; contract deletions will be made if required. Excludes: Antenna, Line, Battery, Physical or Liquid Damage, Monitors, Keyboards, Mouse. 24X7 hours standard 4 hour response time</p>				
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS				

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

CHAIRMAN, BOARD OF COMMISSIONERS

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

BRUNSWICK COUNTY

CUSTOMER (PRINT NAME)

*Carrie LaBasco*

Customer Support Manager

3/12/2019

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MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

CARRIE LA BASCO

704-302-5412

---

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Brunswick, County Of  
Contract Number : USC000008062  
Contract Modifier : R18-FEB-19 18:43:55  
Contract Start Date : 01-JUL-2019  
Contract End Date : 30-JUN-2020

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and Brunswick County ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

"Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)). All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

## **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10. DEFAULT/TERMINATION**



10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. In the event Customer is required to disclose information or data by law, regulation, 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, Customer will notify Motorola, and Motorola shall have the opportunity to defend against production of such information or data at Motorola's sole expense. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. The foregoing shall not apply to the hiring of any person responding to a general advertisement for employment not directed to a specific individual. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 Motorola 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.

17.10 Motorola 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. Motorola must notify Customer within thirty (30) days if debarred by any governmental entity during this Agreement.

17.11 Motorola 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. Motorola shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Motorola 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 Customer, and Motorola may be declared ineligible for further agreements with Customer.

17.12 Pursuant to N.C.G.S. § 143-133.3, Motorola understands that it is a requirement of this Agreement that Motorola and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Motorola 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 Motorola shall require its subcontractors to do the same. Upon request, Motorola agrees to provide Customer with an affidavit of compliance or exemption.

17.13 Customer, 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.

17.14 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.

**(signatures on next page)**

Motorola Solutions, Inc.

By: 

Name: SEAN FRITCHEY

Title: REGIONAL SERVICE MANAGER

Date: 6/20/2019

ATTEST:

Brunswick County

\_\_\_\_\_  
Clerk to the Board  
[SEAL]

By: \_\_\_\_\_  
Frank Williams  
Chairman

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

DocuSigned by:

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

APPROVED AS TO FORM:

DocuSigned by:

  
\_\_\_\_\_  
Bryan W. Batton, Attorney/Assistant Attorney  
Brunswick County, North Carolina



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Julie Miller

**Action Item # V. - 25.**

Superior Court Judge's Office - Memorandum of Agreement with  
NC Administrative Office of the Courts

**Issue/Action Requested:**

Request that the Board of Commissioners approve the annual renewal of Memorandum of Agreement between Brunswick County, Judge Ola M. Lewis and the North Carolina Office of the Courts for the Trial Court Coordinator State Employee Position.

**Background/Purpose of Request:**

In September 2013, Brunswick County, Judge Ola M. Lewis and the North Carolina Administrative Office of the Courts (NCAOC) entered into a contract for State Employees. Under the terms of the agreement, the County will provide funds and the NCAOC agreed to administer the funds on behalf of the Judge for a Coordinator position. The costs associated with this position and other operating costs are \$104,380. A portion of these cost are reimbursed by the SAMHSA grant.

**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 annual renewal of Memorandum of Agreement between Brunswick County, Judge Ola M. Lewis and the North Carolina Office of the Courts for the Trial Court Coordinator State Employee Position.

**ATTACHMENTS:**

Description

▣ FY20 NCAOC MOA

## **NORTH CAROLINA**

### **BRUNSWICK COUNTY**

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered into, as of the date of the last signature below (the “Effective Date”) by and between **Brunswick County** (hereinafter “the County”); **Judge Ola M. Lewis**, Senior Resident Superior Court Judge, Judicial District 13B (hereinafter “the Judge”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

### **WITNESSETH**

**THAT WHEREAS**, the Judge has applied to the NCAOC Director pursuant to G.S. §7A-44.1 for authority to enter into a contract with the County to hire a Trial Court Coordinator to assist in the speedy disposition of cases involving a threat to public safety in Brunswick County;

**WHEREAS**, pursuant to G.S. §153A-212.1 the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving threats to public safety;

**WHEREAS**, G.S. §§7A-300 and 153A-212.1 permit a cooperative arrangement to pay for the compensation and expenses of the positions in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out, which could not otherwise be provided using state funds;

**WHEREAS**, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A;

**WHEREAS**, the NCAOC Director has found that the Judge has made a showing, pursuant to G.S. §§7A-44.1 that cases have accumulated on the dockets of Judicial District 13B and there is a need for additional staff to assist in the speedy disposition of those cases involving a threat to public safety or to keep dockets reasonably current;

**WHEREAS**, the NCAOC Director has found that the County and the Judge have made a showing that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety;

**WHEREAS**, the County desires to pay to the NCAOC on behalf of the Judge the amounts specified herein for the use by the Judge to hire personnel as shown in Appendix A;

**WHEREAS**, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Department, including the offices of the Judge; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this MOA as hereinafter set out.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the Judge for the positions shown in Appendix A.

**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The term of this Master MOA shall be for a period of one year, beginning on July 1, 2019, and terminating on June 30, 2020.
2. The employees under this contract will be employees of the Judge for all purposes and shall be hired by and work under the supervision and direction of the Judge, accordingly, for the 13th Judicial District.
3. The County will be responsible for paying the personnel and operating costs as budgeted and approved by the County Board of Commissioners and other related costs that may arise. Any changes in salary shall be communicated in writing to the County Manager, the Judge, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The Judge shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices, using space already provided by the County. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Deputy Director for Financial Services as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide to the NCAOC all operating costs associated with the positions in this MOA in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Divisions, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.



7. The County agrees that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.
  - a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
  - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
  - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

9. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.
10. This MOA may be terminated by the County, the NCAOC, or the Judge upon giving sixty (60) days' notice in writing or by the mutual consent of all of the parties.
11. The Judge shall immediately advise the County in writing if any of the respective positions are vacated without a replacement. Said vacancy may suspend the operation of this MOA for that position until the position is filled.
12. It is understood and agreed between the County, the Judge, and the NCAOC that any renewal or extension of this agreement is dependent upon and subject to the allocation, availability or appropriation of funds by the County.
13. It is understood and agreed between the County, the Judge, and the NCAOC that this MOA is entered into pursuant to G.S. §§7A-44.1, 7A-300, and 153A-212.1 and that nothing in this MOA shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this MOA.
14. This MOA may be amended by written agreement executed by all the parties, except if the only change is an increase in positions and corresponding costs, then only the County and NCAOC need sign the amendment.
15. This MOA, including Appendix A attached and incorporated herein, is the entire MOA among the parties and there are no other agreements, oral, written, expressed or implied.

**IN WITNESS WHEREOF**, the parties, acting through their duly authorized representatives have executed this MOA, in duplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide NCAOC with copies of minutes or other documentation authorizing him/her to execute this contract on behalf of the County.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BRUNSWICK COUNTY**

BY: \_\_\_\_\_  
Ann Hardy, County Manager

**SENIOR RESIDENT SUPERIOR COURT JUDGE,  
JUDICIAL DISTRICT 13B**

BY: \_\_\_\_\_  
Judge Ola M. Lewis

**NC ADMINISTRATIVE OFFICE OF THE COURTS**

BY: \_\_\_\_\_  
Director

Approved as to Form

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

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Finance Director

## APPENDIX A

### Estimated Contract/Grant Cost

03/20/19

Invoices will be based on actual, not estimated, costs.

**Position Title: Trial Court Coordinator**

		<b>FY 2020 Original</b>	<b>FY 2020 Adjust- ments</b>	<b>Projected FY 2020 Costs</b>
<b>Salary &amp; Longevity</b>		74,269		<b>74,269</b>
<b>Social Security 7.65%</b>		5,682		<b>5,682</b>
<b>Retirement 20%</b>		14,854		<b>14,854</b>
<b>Health Insurance</b>		6,400		<b>6,400</b>
<b>Workers' Compensation</b>		371		<b>371</b>
<b>Unemployment</b>		500		<b>500</b>
<b>Office Supplies</b>		500		<b>500</b>
<b>Postage</b>		0		<b>0</b> <sup>1</sup>
<b>Training/Conference Registration Fees</b>		250	-250	<b>0</b> <sup>1</sup>
<b>Other Administrative Expenses</b>		500	-500	<b>0</b> <sup>1</sup>
<b>Law Books</b>		0		<b>0</b> <sup>1</sup>
<b>Expert Witness Fees</b>		0		<b>0</b> <sup>1</sup>
<b>Transcripts, Records, Briefs</b>		0		<b>0</b> <sup>1</sup>
<b>Court Exhibits</b>		0		<b>0</b> <sup>1</sup>
<b>Office Equipment</b>				
Dictation unit	N/R	498	-498	<b>0</b> <sup>1</sup>
File cabinet	N/R	360	-360	<b>0</b> <sup>1</sup>
<b>Hardware, Software, Support Services</b>		816		<b>816</b>
<b>Scanner</b>	N/R	1,463	-1,463	<b>0</b> <sup>1</sup>
<b>CD/DVD Duplicator</b>	N/R	713	-713	<b>0</b> <sup>1</sup>
<b>Telecommunications</b>				
Equipment, wiring, installation	N/R	600	-600	<b>0</b> <sup>1</sup>
Phone line		285		<b>285</b>
Data connectivity		207		<b>207</b>
<b>In-State Travel</b>				
Mileage (500 miles @ .54 per mile)		270		<b>270</b>
Lodging (2 days x \$75/day)		150		<b>150</b>
Meals (2 days x \$37.90/day)		76		<b>76</b>
<b>Total Cost</b>		<b>\$108,764</b>	<b>-\$4,384</b>	<b>\$104,380</b>
<b>Total Recurring Cost</b>		<b>\$105,130</b>	<b>-\$750</b>	<b>\$104,380</b>
<b>Total Non-Recurring Cost</b>		<b>\$3,634</b>	<b>-\$3,634</b>	<b>\$0</b>

Non-recurring (N/R) costs are incurred when a new position is created or equipment is purchased or replaced.

<sup>1</sup> Expenses not anticipated during this fiscal year.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 26.**

Tax Administration - July 2019

**From:**

Jeffery P Niebauer

**Issue/Action Requested:**

Request that the Board of Commissioners approve the July 2019 releases.

**Background/Purpose of Request:**

Approval of the tax releases for July 2019. A summary of the releases is listed below.

**County** real property release value \$354,610 (10 releases)

**Smithville** real property release value \$289,610 (1 release)

For information purposes only

**Civietown** fire district \$59.38 (5 releases)

**Oak Island** fire district \$750 (1 release)

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the July 2019 releases.

**ATTACHMENTS:**

Description

- ☐ Tax Releases for July 2019
- ☐ Fire Fee Releases July 2019

## Tax Releases for July 2019

### Land Records RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047291	6/20/2019	FULFORD DAVID E JR ET KATHERN H	49254 (2018)	52046600	Brunswick County	185MB085		\$33.95-C	\$7,000.00	Mapping correction
047293	6/20/2019	FULFORD DAVID E JR ET KATHERN H	50080 (2017)	52046600	Brunswick County	185MB085		\$33.95-C	\$7,000.00	Mapping correction
047295	6/20/2019	FULFORD DAVID E JR ET KATHERN H	48974 (2016)	52046600	Brunswick County	185MB085		\$33.95-C	\$7,000.00	Mapping correction
047297	6/20/2019	FULFORD DAVID E JR ET KATHERN H	48685 (2015)	52046600	Brunswick County	185MB085		\$33.95-C	\$7,000.00	Mapping correction
047299	6/20/2019	FULFORD DAVID E JR ET KATHERN H	47629 (2014)	52046600	Brunswick County	185MB085		\$30.98-C	\$7,000.00	Mapping correction
047303	6/20/2019	FULFORD DAVID E JR ET KATHERN H	048009 (2013)	52046600		182MB085	LOCKWOOD FOLLY	\$30.98-C	\$7,000.00	Mapping Correction
047304	6/20/2019	FULFORD DAVID E JR ET KATHERN H	044760 (2012)	52046600		182MB085	LOCKWOOD FOLLY	\$30.98-C	\$7,000.00	Mapping Correction
047305	6/20/2019	FULFORD DAVID E JR ET KATHERN H	044405 (2011)	52046600		182MB085	LOCKWOOD FOLLY	\$30.98-C	\$7,000.00	Mapping Correction
047306	6/20/2019	FULFORD DAVID E JR ET KATHERN H	044281 (2010)	52046600		182MB085	LOCKWOOD FOLLY	\$27.45-C	\$9,000.00	Mapping Correction

## Tax Releases for July 2019

### Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047301	6/20/2019	BWPT LLC	20946 (2018)	30162110	Oak Island	233MA001		\$1404.61-C \$115.84-SM	\$289,610.00	Improvement removed from property

## Release Category Codes

### Release Code   Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

### Release Code   Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT



## Release Category Codes

Release Code	Release Type
--------------	--------------

PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
--------------	--------------

SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

## JULY 2019 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047292	6/20/2019	FULFORD DAVID E JR ET KATHERN H	49254 (2018)	52046600	Brunswick County	185MB085		\$16.88-CIVF	\$7,000.00	Mapping correction
047294	6/20/2019	FULFORD DAVID E JR ET KATHERN H	50080 (2017)	52046600	Brunswick County	185MB085		\$12.50-CIVF	\$7,000.00	Mapping correction
047296	6/20/2019	FULFORD DAVID E JR ET KATHERN H	48974 (2016)	52046600	Brunswick County	185MB085		\$10.00-CIVF	\$7,000.00	Mapping correction
047298	6/20/2019	FULFORD DAVID E JR ET KATHERN H	48685 (2015)	52046600	Brunswick County	185MB085		\$10.00-CIVF	\$7,000.00	Mapping correction
047300	6/20/2019	FULFORD DAVID E JR ET KATHERN H	47629 (2014)	52046600	Brunswick County	185MB085		\$10.00-CIVF	\$7,000.00	Mapping correction
047302	6/20/2019	BWPT LLC	20946 (2018)	30162110	Oak Island	233MA001		\$750.00-OIF	\$289,610.00	Improvement removed from property

## Release Category Codes

### Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

### Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELL	BELVILLE LATE LIST
BSLL	BOILING SPRING LAKES LATE LIST
BOLL	BOLIVIA LATE LIST
CALL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

## Release Category Codes

Release Code	Release Type
--------------	--------------

PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
--------------	--------------

SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
John Nichols, P.E.

**Action Item # V. - 27.**

Utilities - Applied Criteria to Utilize Design-Build Delivery Method  
for Construction of 211 WTP New Lab Building

**Issue/Action Requested:**

Request that the Board of Commissioners approve the application of the previously adopted criteria to utilize the design-build delivery method for the construction of the 211 Water Treatment Plant (WTP) Lab Building Project.

**Background/Purpose of Request:**

On June 3, 2019, Brunswick County Board of Commissioners approved and adopted the attached criteria to be considered to initiate design-build contracts for construction projects in accordance with G.S. 143-128.1A. This criteria is to be considered, applied, and approved for each project in order to utilize the design-build project delivery method.

The 211 WTP is in need of a new building to be utilized as a lab, office space, and daily operations center. The existing building is 40 plus years old and is to be demolished for a new building to be constructed on the existing footprint. The new building is to be constructed to withstand 150 mph winds with the capability to house staff to help keep the plant operational through a storm.

Staff recommends approving the attached applied criteria which explains how the design-build delivery method for the 211 WTP Lab Building Project is appropriate for the construction of a new lab building at the 211 WTP.

**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 application of the previously adopted criteria to utilize the design-build delivery method for the construction of the 211 Water Treatment Plant (WTP) Lab Building Project.

**ATTACHMENTS:**

Description

- ❑ Utilities - Design-Build Applied Criteria 211 WTP Lab Building - Attach 1
- ❑ Utilities - Approved Design-Build Criteria for Construction Projects - Attach 2

## **BRUNSWICK COUNTY PUBLIC UTILITIES**

### **Applied Criteria for Design-Build of 211 Water Treatment Plant Lab Building**

#### **Purpose**

To apply the adopted criteria to utilize the design-build delivery method for the 211 Water Treatment Plant (WTP) Lab Building Project.

#### **Background**

On August 23, 2013, the Governor signed into law Session Law 2013-401, House Bill 857, authorizing governmental entities to utilize the design-build delivery method for construction contracts. The first step in the process for utilizing the design-build delivery method set out in G.S. 143-128.1A is to establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project. The second step is to apply the criteria to a certain project.

#### **Applied Criteria**

- I.** Brunswick County Public Utilities Department has professional personnel that are qualified and experienced to thoroughly define project requirements prior to the issuance of a Request for Qualifications (RFQ). In addition, professional personnel are available in legal to assist in the development of an RFQ.
- II.** The 211 WTP is in need of a new building to be utilized as a lab, office space and daily operations center. The existing building is 40 plus years old with multiple issues and is to be demolished for a new building to be constructed on the existing footprint. The new building is to be constructed to withstand 150 mph winds with the capability to house staff to help keep the plant operational through a storm. The new building is anticipated to be a metal structure. Typically, metal building manufacturers have in-house designers who routinely design buildings to match a certain budget. With the continual increasing cost of building and the immediate need for a hurricane rated fully operational lab, office and operations building, the work will need to be completed by September 1, 2020, or within 12 months of Notice to Proceed (NTP). Typical procedure would be to advertise and procure a design consultant, complete design, advertise the bid, and then undertake construction. This process would likely take approximately 18-24 months. The design-build process provides the best option for the County to meet this timeframe.
- III.** Brunswick County Public Utilities Department has professional and experienced personnel to ensure that the design-build firm will provide a quality project within the budget constraints.
- IV.** Within the Public Utilities Department, the County has professional and experienced personnel that are knowledgeable of design-build projects. Should it become necessary to contract the construction management of a design-build contract, there are experienced consultants local to the area that are available.
- V.** The County complies with G.S.143-128.2 and G.S.143- 128.4. The County has an established and successful MBE program which requires contractors to comply with the MBE goals set by Brunswick County.
- VI.** As stated under Criteria II, one of the benefits of the design-build process is that it may reduce the overall project schedule by 6 to 12 months. This has a direct benefit on the project budget. The design-build delivery method is not expected to involve any additional expense than the expected expense of a traditional RFQ, study, design, bid, and build project. In reducing the timeframe by approximately 12 months, we are eliminating the price escalation that would occur within that year. This will also reduce the amount of time that the 211 WTP staff must operate under the conditions of a temporary lab. Additionally, the scope of the design efforts will be reduced. This enables more of the project budget to go directly towards the physical improvements of the facility without compromising quality. The benefits to the project schedule, flexibility of negotiations to the scope, and cost, make the design-build option more appealing than traditional design-bid-build method for this project.



**APPROVED**

**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 3, 2019**

**From:**  
John Nichols, P.E.

**Action Item # VI. - 2.**

Utilities - Adoption of Design-Build Criteria (John Nichols,  
Director of Public Utilities)

**Issue/Action Requested:**

Request that the Board of Commissioners approve and adopt criteria to be considered to initiate design-build contracts for construction projects.

**Background/Purpose of Request:**

On August 23, 2013, the Governor signed into law Session Law 2013-401, House Bill 857, authorizing governmental entities to utilize the design-build delivery method for construction contracts. This is a qualifications-based selection method. In order to utilize the design-build delivery method set out in G.S. 143-128.1A criteria must be established for use in determining the circumstances under which the design-build method is appropriate for a project. Staff recommends approving and adopting the attached criteria to allow for design-build construction contracts when appropriate.

**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 and adopt criteria to be considered to initiate design-build contracts for construction projects.

**ATTACHMENTS:**

Description

- ☐ Utilities - Design-Build Project Criteria - Attach 1
- ☐ Design Build Statute

## BRUNSWICK COUNTY PUBLIC UTILITIES

### Design-Build Project Policy

#### **Purpose**

To establish and adopt criteria to be met to initiate design-build contracts for construction projects.

#### **Background**

On August 23, 2013, the Governor signed into law Session Law 2013-401, House Bill 857, authorizing governmental entities to utilize the design-build delivery method for construction contracts. In order to utilize the design-build delivery method set out in G.S. 143-128.1A criteria must be established for use in determining the circumstances under which the design-build method is appropriate for a project.

#### **Policy**

The following criteria must be considered to establish that design-build method of project delivery is appropriate for a project.

#### **Criteria**

**I. The extent to which the County can adequately and thoroughly define the project requirements prior to issuing the request for qualifications (RFQ) for a design-builder.**

The design-build delivery method may be used if it is determined that, for the project, the County has professional personnel that are both qualified and experienced to thoroughly define project requirements prior to the issuance of a request for qualifications for a design-builder. Consideration will be given to the qualifications and experience of County personnel and the availability of professional personnel in the areas of purchasing, finance, and legal to assist in the development of an RFQ.

**II. Time constraints for project delivery.**

The design-build delivery method may be used if a project must be expedited (i.e. economic development, environmental issue, use of grant for funding, etc.) and the normal delivery method is likely not to be timely (typically RFP, study, design, bid, and construct). While the time constraints must be considered for any design-build project, other factors may drive the decision to use design-build. In cases where an expedited project delivery is not the key consideration for design-build, the other factors must be listed and evaluated.

**III. The ability to ensure that a quality project can be delivered.**

The design-build delivery method may be used if it is determined that, for the project, the County has professional and experienced personnel to ensure that the design-build team will provide a quality project.

**IV. The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.**

The design-build delivery method may be used if it is determined that, for the project, the County has professional and experienced personnel that are knowledgeable of design-build projects or, in the alternative, experienced consultants are available to be retained to perform the construction management of a design-build contract.



**V. A good-faith effort to comply with historically underutilized business participation requirements (G.S. 143-128.2 and G.S. 143-128.4) and to recruit and select small business entities.**

The design-build delivery method may be used if it is determined that, for the project, requirements will be imposed which ensure that contractors will comply with the MBE goals set by Brunswick County.

**VI. The criteria used by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of traditional construction bidding methods.**

- Is the project well defined and does it include characteristics that make a design-build contract more appropriate than traditional methods of delivery?
- Does the project need to be expedited to have the facility complete and operational?
- Will it be beneficial to have use of a portion of the facility while still under construction?
- Is there a maximum budget that must be adhered to in order to allow negotiations and flexibility to make appropriate decisions on the project's scope?
- Does the design-build delivery method meet the quality of product that would be achieved in traditional project delivery methods?

If it is determined that the expected cost of a design-build project will be not be significantly greater than the expected cost of a traditional RFP, study, design, bid, and construct the project, the design-build delivery method may be utilized.

**§ 143-128.1A. Design-build contracts.**

- (a) Definitions for purposes of this section:
  - (1) Design-builder. – As defined in G.S. 143-128.1B.
  - (2) Governmental entity. – As defined in G.S. 143-128.1B.
- (b) A governmental entity shall establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project, and such criteria shall, at a minimum, address all of the following:
  - (1) The extent to which the governmental entity can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder.
  - (2) The time constraints for the delivery of the project.
  - (3) The ability to ensure that a quality project can be delivered.
  - (4) The capability of the governmental entity to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.
  - (5) A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by the public notice issued under subsection (c) of this section.
  - (6) The criteria utilized by the governmental entity, including a comparison of the advantages and disadvantages of using the design-build delivery method for a given project in lieu of the delivery methods identified in subdivisions (1), (2), and (4) of G.S. 143-128(a1).
- (c) A governmental entity shall issue a public notice of the request for qualifications that includes, at a minimum, general information on each of the following:
  - (1) The project site.
  - (2) The project scope.
  - (3) The anticipated project budget.
  - (4) The project schedule.
  - (5) The criteria to be considered for selection and the weighting of the qualifications criteria.
  - (6) Notice of any rules, ordinances, or goals established by the governmental entity, including goals for minority- and women-owned business participation and small business participation.
  - (7) Other information provided by the owner to potential design-builders in submitting qualifications for the project.
  - (8) A statement providing that each design-builder shall submit in its response to the request for qualifications an explanation of its project team selection, which shall consist of either of the following:
    - a. A list of the licensed contractors, licensed subcontractors, and licensed design professionals whom the design-builder proposes to use for the project's design and construction.
    - b. An outline of the strategy the design-builder plans to use for open contractor and subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes.
- (d) Following evaluation of the qualifications of the design-builders, the three most highly qualified design-builders shall be ranked. If after the solicitation for design-builders not

as many as three responses have been received from qualified design-builders, the governmental entity shall again solicit for design-builders. If as a result of such second solicitation not as many as three responses are received, the governmental entity may then begin negotiations with the highest-ranked design-builder under G.S. 143-64.31 even though fewer than three responses were received. If the governmental entity deems it appropriate, the governmental entity may invite some or all responders to interview with the governmental entity.

(e) The design-builder shall be selected in accordance with Article 3D of this Chapter. Each design-builder shall certify to the governmental entity that each licensed design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by G.S. 143-64.31.

(f) The design-builder shall provide a performance and payment bond to the governmental entity in accordance with the provisions of Article 3 of Chapter 44A of the General Statutes. The design-builder shall obtain written approval from the governmental entity prior to changing key personnel as listed in sub-subdivision (c)(8)a. of this section after the contract has been awarded. (2013-401, s. 4; 2014-42, s. 7.)



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # V. - 28.**

**From:**

Donald Dixon

Utilities - Resolution for Specialty Products (Wastewater)  
Purchase Authorization Formal Bidding Exception

**Issue/Action Requested:**

Request that the Board of Commissioners approve by resolution authorization for purchase of specialty products for Public Utilities as an exception to formal bidding requirements in accordance with NCGS 143-129 (e ) (6).

**Background/Purpose of Request:**

The Public Utilities Department utilizes numerous products in the day-to-day operation of our water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor. The attached resolution references this exception as Tencarva Machinery Company is the exclusive provider of U.S. Composite Pipe Inc's. polymer manhole system. These type manholes are used exclusively in areas of our system where long force mains create conditions of corrosive hydrogen sulfide gases which break down standard manhole products at an accelerated rate.

We request the Board approve the purchase, utilizing the exemption referenced in NCGS 143-129 (e) (6).

**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 by resolution authorization for purchase of specialty products for Public Utilities as an exception to formal bidding requirements in accordance with NCGS 143-129 (e ) (6).

**ATTACHMENTS:**

Description

- ☐ Utilities - Resolution Sole Source Exception Tencarva Machinery Co.
- ☐ Utilities - Tencarva Machinery Co. Quote - Attach 2

*County of Brunswick*  
*Office of the County Commissioners*



**RESOLUTION AUTHORIZING PURCHASE OF SPECIALTY PRODUCTS FOR PUBLIC UTILITIES AS AN EXCEPTION TO FORMAL BIDDING REQUIREMENTS**

**WHEREAS**, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when: (1) performance or price competition for a product are not available; (2) a needed product is available from only one source of supply; or (3) standardization or compatibility is the overriding consideration; and

**WHEREAS**, the Public Utilities Department has identified the need to purchase polymer manholes that are specifically designed to withstand corrosion from sewer gases, which for reasons of standardization and compatibility, are specified for use within substantially corrosive environments as determined by Public Utilities staff; and

**WHEREAS**, the specified polymer manhole is only available from a manufacturer that has an exclusive vendor as its territorial representative for Brunswick County, namely Tencarva Machinery Co.; and

**WHEREAS**, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners approves the purchase described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 1<sup>st</sup> day of July, 2019.

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Frank L. Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Andrea White, NCCCC  
Clerk to Board

NOTES:

1. The exemption is authorized only for contracts with an estimated fee of less than \$50,000.
2. No justification for exercising the exemption is required; the unit of government may include a justification if it wishes by adding an additional WHEREAS clause stating the justification.
3. While this document is styled as a resolution to be adopted by the governing board, G.S. 143-64.32 does not require governing board approval. The text of this document may be converted to a memo to the project file executed by any official or employee authorized to do so.



**TENCARVA will do no construction or unloading.**

1115 Pleasant Ridge Road ♦ Greensboro, NC, 27409 ♦ phone: 800-849-5764 ♦ fax: 336-665-0303 ♦ Page 1



May 21, 2018

Subject: Tencarva

To Whom It May Concern:

This letter serves as a sole source document for products manufactured by U.S. Composite Pipe, Inc.

Tencarva is the sole authorized representative for U.S. Composite Pipe, Inc. in the state of North Carolina.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric H. Davidson", is written over a horizontal line.

Eric H. Davidson, P.E.  
Vice President



## SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods and/or services may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods and/or services listed below and that the vendor identified be authorized as a sole source for the goods and/or services.

**Goods/Services:** USCP Polymer Manhole 96" Dia x 24' deep See attached quote for additional details

**Recommended Sole Source Vendor:**

Company Name: Tencarva  
Contact Name: Frank Lucius  
Address: 1115 Pleasant Ridge Rd.  
City, State, Zip: Greensboro, NC 27409

Competition for the above-referenced goods and/or services is precluded based on the following:  
*(Check all that apply. Attach detailed justification and supporting documentation.)*

- ☒ The needed product or service is only available from a single source.
- ☒ Performance or price competition for the product are not available.
- ☒ The specific product and/or service from the vendor is necessary for standardization or compatibility.
- ☐ The needed product is proprietary to the vendor.
- ☒ Other: This polymer manhole is a specialty item designed and manufactured to withstand corrosion from sewer gases. Tencarva is the only vendor that represents the manufacturer. Polymer manholes are specified for all pump stations within our system that contain submersible pumps. The polymer manhole will house 2 submersible pumps at the Carolina Shores WWTP.

**Expected Amount of Procurement:** \$42,650.00

**Term:** ☒ One Time Purchase ☐ Ongoing Purchase

I certify that the above information is true and accurate to the best of my knowledge and that I have no financial or other beneficial interest in the vendor or goods/services. I have attached all relevant documentation and justification for this request.

Chuck Braun/ Paul Biagiotti \_\_\_\_\_  
Requestor

6/7/19 \_\_\_\_\_  
Date

---

**APPROVED:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Donald Dixon

**Action Item # V. - 29.**

Utilities - Sole Source Resolutions for Specialty Products (Water)  
and For Water Meter Replacements and Installation

**Issue/Action Requested:**

Request that the Board of Commissioners approve two resolutions, one authorizing the purchase of specialty products for Public Utilities and the other authorizing purchase of specialty water meters for replacement and installation, both as exceptions to formal bidding requirements in accordance with NCGS 143-129 (e ) (6).

**Background/Purpose of Request:**

1) The Public Utilities Department utilizes numerous products in the day-to-day operation of our water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor. The attached resolution references this exception as Combs & Associates, Inc., is the exclusive provider of SUEZ Infilco-Degremont water treatment processes (Rapid Mix, Pulsator Clarifier, Greenleaf Filter). This process is proprietary and the company has specific sales areas that cannot compete within each other's territory.

2) Public Utilities utilizes specific water meter for purposes of standardization and compatibility with electronic data capture and management. These meters are sold by an exclusive manufacturer's reseller for this area.

We request the Board approve both purchase, utilizing the exemption referenced in NCGS 143-129 (e) (6).

**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 by resolution authorization for purchase of specialty products for Public Utilities as an exception to formal bidding requirements in accordance with NCGS 143-129 (e ) (6).

**ATTACHMENTS:**

Description

- ☐ Utilities - Resolution Sole Source Exception Combs & Associates
- ☐ Utilities - Combs & Associates Inc. Quote - Attach 2
- ☐ Utilities - Resolution Sole Source Exception Ferguson Enterprises
- ☐ Utilities - Ferguson Enterprises Quote



*County of Brunswick*  
*Office of the County Commissioners*



**RESOLUTION AUTHORIZING PURCHASE OF SPECIALTY PRODUCTS FOR PUBLIC UTILITIES AS AN EXCEPTION TO FORMAL BIDDING REQUIREMENTS**

**WHEREAS**, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when: (1) performance or price competition for a product are not available; (2) a needed product is available from only one source of supply; or (3) standardization or compatibility is the overriding consideration; and

**WHEREAS**, the Public Utilities Department has identified the need to purchase specific parts and supplies, including clarifiers, filters and rapid mix, which parts and supplies are exclusively compatible with the proprietary, patented equipment installed by Suez Treatment Solutions Inc. and its water treatment specialist, Infilco Degremont, Inc., at the Northwest Water Treatment Plant; and

**WHEREAS**, the specified parts and supplies are only available from a manufacturer that has an exclusive vendor as its territorial representative for Brunswick County, namely Combs & Associates, Inc.; and

**WHEREAS**, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners approves the purchase described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 1<sup>st</sup> day of July, 2019.

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Frank L. Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

---

Andrea White, NCCCC  
Clerk to Board

NOTES:

1. The exemption is authorized only for contracts with an estimated fee of less than \$50,000.
2. No justification for exercising the exemption is required; the unit of government may include a justification if it wishes by adding an additional WHEREAS clause stating the justification.
3. While this document is styled as a resolution to be adopted by the governing board, G.S. 143-64.32 does not require governing board approval. The text of this document may be converted to a memo to the project file executed by any official or employee authorized to do so.



Treatment Solutions  
Water and Wastewater  
Equipment

Treatment Solutions

**SUEZ Treatment Solutions Inc.**  
8007 Discovery Drive, Richmond, VA 23229  
P.O. Box 71390, Richmond, VA 23255  
Tel: 800- 446-1150  
Fax: 804-756-7643

## **PROPOSAL and CONTRACT**

**Proposal Number: S1106172R1**

**Date: February 13, 2019**

**Page: 1 of 3**

To: Northwest WTP  
Brunswick County  
Leland, NC

Telephone: 910-371-3490

Fax:

Email: thaddeus.hill@brunswickcountync.gov

Description: Greenleaf Filter Parts

Reference: Original Contract #84901

Attn: Mr. Thaddeus Hill

(Hereinafter referred to as "Purchaser")

SUEZ Treatment Solutions Inc. (SUEZ) offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated below or as otherwise confirmed in writing by SUEZ and in accordance with the Conditions of Sale and other provisions contained herein. This Proposal shall remain in effect for 60 days from the date hereof and shall expire at that time unless extended in writing by SUEZ. The Purchase Price is based upon all of the Conditions of Sale and other provisions contained herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. SUEZ hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained herein unless expressly accepted in writing by SUEZ

Quantity	Part Number	Description	Unit Price	Extension
2	51213G02SS	Vacuum Tank, Stainless Steel	17,598.83	\$35,197.66
2	41140H01	Vacuum Gauge	37.66	\$75.32
2	41144G01	Water Level Gauge	318.33	\$636.66
2	41150H01	Electrode Holder w/Electrodes	1,054.11	\$2,108.22
(Prices Exclude Sales Tax)				
<b>Order Total:</b>				<b>\$38,017.86</b>

Estimated Shipment: 8 to 10 Weeks ARO

Payment Terms: 100% Net 30 Days

Shipping Terms: FOB Ship Point, Freight via  
Common Carrier Included

### **Purchasers Acceptance:**

Company: \_\_\_\_\_

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

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

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

**Suez Treatment Solutions**

By: 

Bill Bernstein, INFILCare

**COMBS & ASSOC., INC.**

P.O. Box 32185

Charlotte, NC 28232-2185

CC: Kevin Smith, Chris Cone, File

## **SUEZ TERMS AND CONDITIONS OF SALE**

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ unless made in writing and signed by an authorized representative of SUEZ. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.

2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.

3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with SUEZ's proposal.

4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ's proposal.

5. **EXCUSABLE DELAY.** SUEZ shall not be liable for any delay in performance or failure to perform due to any cause beyond SUEZ's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, acts of war, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ's performance is delayed by any of the foregoing causes, SUEZ's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ's performance, Purchaser shall pay SUEZ any additional costs incurred by SUEZ resulting from such delay and shall also pay SUEZ's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.

6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CAD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ for use solely with respect to this Project. SUEZ shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ. The Instruments of Service furnished by SUEZ are proprietary to SUEZ, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ's written authorization.

7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ's or the manufacturer's operations.

8. **WARRANTY OF TITLE.** SUEZ warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.

9. **WARRANTY.** SUEZ warrants that its Equipment shall conform to the description contained in SUEZ's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ that such defect is covered under the foregoing warranty, SUEZ shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touch-up of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ provides no other guarantee of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ's sole liability and purchaser's exclusive remedy for failure of SUEZ to meet its

warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **BACKCHARGES.** SUEZ shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ at its headquarters office.



12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall either party's liability to the other party exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ for reasonable costs incurred by SUEZ including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract, SUEZ may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse SUEZ for all attorney's fees and costs related to collection of past due amounts.

15. **DEFAULT BY SELLER.** In the event of any default by SUEZ and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ. SUEZ shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonably be remedied within such thirty (30) day period, SUEZ shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** SUEZ shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ's prior written permission. Purchaser shall give prompt written notice to SUEZ of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ cannot so procure such right within a reasonable time, SUEZ shall promptly, at SUEZ's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, SUEZ will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by SUEZ's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by the laws of the Commonwealth of Virginia, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over Henrico County, Virginia. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither SUEZ nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that SUEZ may assign this Contract to an affiliate without consent. Any prohibited assignment shall be null and void. SUEZ and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

## SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods and/or services may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods and/or services listed below and that the vendor identified be authorized as a sole source for the goods and/or services.

**Goods/Services:** SUEZ-INFILCO-DEGREMONT , Proprietary parts for the clarifiers, filters, and rapid mix.

**Recommended Sole Source Vendor:**

Company Name: Combs and Associates  
Contact Name: Bryce Carter  
Address: PO Box 32185  
City, State, Zip: Charlotte NC, 28232-2185

Competition for the above-referenced goods and/or services is precluded based on the following:  
*(Check all that apply. Attach detailed justification and supporting documentation.)*

- ☒ The needed product or service is only available from a single source.
- ☐ Performance or price competition for the product are not available.
- ☐ The specific product and/or service from the vendor is necessary for standardization or compatibility.
- ☒ The needed product is proprietary to the vendor.
- ☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Expected Amount of Procurement:** \$ 40,000

**Term:** ☐ One Time Purchase ☒ Ongoing Purchase

I certify that the above information is true and accurate to the best of my knowledge and that I have no financial or other beneficial interest in the vendor or goods/services. I have attached all relevant documentation and justification for this request.

Glenn Walker  
Requestor

6/7/19  
Date

---

**APPROVED:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

*County of Brunswick*  
*Office of the County Commissioners*



**RESOLUTION AUTHORIZING PURCHASE OF  
SENSUS WATER METER INSTALLATION SERVICES FROM FERGUSON  
ENTERPRISES, LLC  
UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS**

**WHEREAS**, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

**WHEREAS**, Brunswick County Public Utilities desires to install approximately 5775 Sensus AMI water meters complete with data capture, management, and transfer; and

**WHEREAS**, Ferguson Enterprises, LLC is the authorized Valued Added Reseller for the software used by Brunswick County Public Utilities for managing the County's AMI metering system; and

**WHEREAS**, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 1<sup>st</sup> day of July, 2019.

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Frank L. Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Andrea White, NCCCC  
Clerk to Board

NOTES:

1. The exemption is authorized only for contracts with an estimated fee of less than \$50,000.
2. No justification for exercising the exemption is required; the unit of government may include a justification if it wishes by adding an additional WHEREAS clause stating the justification.
3. While this document is styled as a resolution to be adopted by the governing board, G.S. 143-64.32 does not require governing board approval. The text of this document may be converted to a memo to the project file executed by any official or employee authorized to do so.

**Attachment A****Services/Scope of Services:**

Ferguson Waterworks is pleased to offer installation services for Brunswick County for replacing the meters and Smartpoints in Sunset Beach as well as the replacing the targeted meters starting with a serial number of "708" that are scattered throughout the Brunswick County service territory. Prior to and following each individual install, the installer will attempt to contact the customers alerting them of the work to be done and when it is complete. If a customer is not home Ferguson will notify the customer via a door hanger to explain the scope of work. The work will consist of removing the existing meters, replacing with new like meters, and fully programming the SmartPoint before leaving the site. The final register read will be photographed and all meter and Smartpoint data will be recorded via the Ferguson installation app. All Ferguson installation employees will wear identification badges and the vehicles will be clearly marked as "Ferguson Meter Installer". The County will have 24-hour access to the work as it can be tracked through Ferguson's work order management software. County associates will be able to locate installation progress through the real-time mapping feature within the software. Ferguson installation services will also provide a daily progress report detailing the work completed and the new data recorded. The daily meter file will be sent to Brunswick County Utility Billing staff to be input into the billing system. Ferguson installation services strives to make sure that there will be minimal disruption to customer service and that the project is completed in a timely fashion.

Schedule: Ferguson will work with Client Utility to determine an installation schedule that works for all parties.

**Installation Service Pricing**

<b>Brunswick Co. NC</b>			
<b>Description</b>	<b>Estimated Units</b>	<b>Unit Price</b>	<b>Estimated Total</b>
Sunset Beach Residential - 5/8"	2215	\$ 49.25	\$109,088.75
Sunset Beach Residential - 1"	20	\$ 51.25	\$1,025.00
708 Series - New 5/8" Meter/Reprogram Ex MXU	3154	\$ 46.25	\$145,872.50
708 Series - New 1" Meter/Reprogram Ex MXU	20	\$ 48.25	\$965.00
Electronic Data Mgmt.	5409	\$ 1.45	\$7,843.05
Hourly Rate for work out of scope	1	\$ 105.50	

Estimated Grand Total: **\$264,794.30**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Ann Hardy

**Action Item # VI. - 1.**

Governing Body - Certificate of Excellence in Financial Reporting and Distinguished Budget Presentation Award (Frank Williams Chairman)

**Issue/Action Requested:**

Request that the Board of Commissioners Receive a Presentation of the Government Finance Officers Association Certificate of Excellence in Financial Reporting and Distinguished Budget Presentation Award.

**Background/Purpose of Request:**

These awards represents a significant achievement by Brunswick County. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental financial reporting and budgeting. Brunswick County has received the Certificate of Excellence in Financial Reporting for 19 years and the Distinguished Budget Presentation Award 13 years.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners Receive a Presentation of the Government Finance Officers Association Certificate of Excellence in Financial Reporting and Distinguished Budget Presentation Award.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

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

**Action Item # VI. - 2.**

Governing Body - Proclamation Honoring Cape Fear Council of Governments Executive Director Chris May (Commissioner Mike Forte)

**Issue/Action Requested:**

Request that the Board of Commissioners approve a proclamation recognizing Cape Fear Council of Governments Executive Director Chris May for his 47 years of public service.

**Background/Purpose of Request:**

Chris May, who will retire in July of 2019, has served as Executive Director of the Cape Fear Council of Governments since January 2000. May began his management career as Town Manager of Seven Devils in 1979 and later served as the Town Manager of Blowing Rock. May also served in the United States Coast Guard Reserve from 1972 until 2009.

**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 proclamation recognizing Cape Fear Council of Governments Executive Director Chris May for his 47 years of public service.

**ATTACHMENTS:**

Description

- ▣ Resolution Honoring Chris May



*County of Brunswick*  
*Office of the County Commissioners*



**IN HONOR OF CAPE FEAR C.O.G. EXECUTIVE DIRECTOR CHRIS MAY  
FOR 47 YEARS OF PUBLIC SERVICE IN NORTH CAROLINA**

**WHEREAS**, Chris May began his career of public management with the Town of Seven Devils in 1979; and

**WHEREAS**, Chris May subsequently served as the Manager of the Town of Blowing Rock; and

**WHEREAS**, Chris May has served with distinction as the Executive Director of the Cape Fear Council of Governments since January of 2000; and

**WHEREAS**, Chris May also served in the United States Coast Guard Reserve from 1972 until 2009; and

**WHEREAS**, Chris May will retire from the Cape Fear Council of Governments in July of 2019.

**NOW, THEREFORE, BE IT PROCLAIMED THAT** the Brunswick County Board of Commissioners does recognize Chris May's exemplary service to his community, his state, and his country and thanks him for sharing his talents and skills with the people of Brunswick County.

This the 1<sup>st</sup> day of July, 2019.

---

Frank Williams, Chairman  
Brunswick County Commissioners

Attest:

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Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # VI. - 3.**

**From:** Health and Human Services - Trillium Presentation on Hurricane  
David Stanley, Health and Human Services Florence Recovery Efforts, (Ashley Rhea, Trillium Health  
Executive Director Resources)

**Issue/Action Requested:**

Request that the Board of Commissioners receive a presentation on Hurricane Florence recovery efforts from Trillium Health Resources

**Background/Purpose of Request:**

Trillium is a local governmental agency (LME/MCO) that manages mental health, substance use, and intellectual/developmental disability services in a 24-county area in eastern North Carolina. Their responsibility is to connect individuals and families to the help they need, when they need it. They are responsible for managing state and federally funded services for people who receive Medicaid, are uninsured, or cannot afford services.

Trillium has requested to provide a presentation to their local government partners concerning Hurricane Florence recovery efforts. Staff recommends receiving the presentation from Trillium.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive a presentation on Hurricane Florence recovery efforts from Trillium Health Resources.

**ATTACHMENTS:**

Description

- ▣ Trillium Hurricane Florence Response Presentation

Transforming Lives



# Trillium Behavioral Health Community Response Hurricane Florence

Presented by Cindy Ehlers, MS, LPC  
Executive Vice President



# Before the Storm

## Emergency Operations initiated September 10, 2018

### Steps

- Call all Members to activate crisis plans related to Hurricane
- Call all providers to secure Evacuation plans and points of contact
  - Target MAT, Medically Fragile members and Residential providers for specific plans for high risk members
- Secure call center operations off site to maintain operations at 24-7 capacity
- Activate command center for Emergency Operations
- Complete staffing protocol for managing staff resources and status check in
- Initiate staff communication system via text and email





# Trillium Staff Involved

## Phase I Preparation-



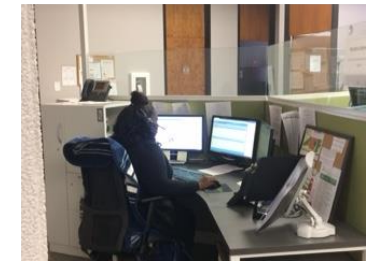
+300  
employees

# During the Storm

- Respond to calls from members on Access/Crisis lines as part of routine operations
- Respond to calls from state Emergency Operations
- Respond to calls from DSS and County EOC for shelters



Total call Volume during the storm period **913 calls**



Emergency Operations ended on September 20, 2018

**10 DAYS**

# Trillium Staff Involved

## Phase II- During the Storm 24-7 Connection



### Emergency Command Center



Call Center Clinicians 1<sup>st</sup> Shift with back up staffing



Call Center Clinicians 2<sup>nd</sup> Shift with back up staffing



Call Center Clinicians 3<sup>rd</sup> Shift with back up staffing

# Recovery Response

## Activated Recovery Response- Trillium Members

- Set up internal resource list for staff to assist members with local resources for assistance
- Set up Disaster Assistance for members to access resources needed
  - Food, housing, clothing, medication, supplies, equipment
- Set up Donation page and Amazon wish list to help members via social media
  - Over \$30,000 in donated food, clothing, snacks, hygiene and comfort items donated
- Contacted all members for well check and to establish unmet needs 4,200 people.
- Contacted all providers (approx. 450) to determine capacity
  - Targeted check in with MAT (Medication Assistance Therapy)
  - Medically Fragile members
  - Group homes





# Recovery Response

- Provided over 4000 care packages to shelters and members
- Provided over 1500 comfort kits for children impacted
- Assisted members with hotel and transportation costs to get back home after resources were exhausted \$25,000
- Responded to all shelters in every community with MH/IDD staff every day the shelters were open with Trillium staff and through our partnership with Integrated Family services
- Worked at food distribution centers in all impacted counties over 3000 hours
- Worked in partnership with DSS in every impacted county during Food stamp distribution to talk to folks while they waited in line to help debrief after the storm



# Recovery Response

- Implemented the 'Blooming Again' grants for exceptional children classrooms in impacted counties where schools were flooded or damaged to help get our kids back to school
- Received and distributed 1000 packed backpacks for exceptional childrens programs from Cardinal Innovations LMEMCO staff and providers in central NC.



# Recovery Response

- Initiated the states Back @ Home NC initiative to assess and rehouse people throughout the impacted Trillium counties. We have rehoused 68 households since October and are currently working with 81 households. Our efforts are ongoing to help people get Back@Home.





# Ongoing Storm Recovery and Mitigation Response

- Initiated the states 'Hope4NC' response. This is a FEMA funded grant that began October 23, 2018. We have Crisis Counselors out canvassing every neighborhood in our impacted counties to perform outreach and assistance with connecting people to resources.
- We are on the ground in this county everyday please let us know if there is a group or individual you think we need to reach out to or who needs help.



# Trillium Staff Involved

## Phase III- After the Storm Response

+ 96 staff



# Trillium Staff Involved



1 Regional Director  
1 Child Specialist  
8 Team Leads  
8 Liaisons  
62 CCPs

=86 staff

over 205,000  
contacts

Crisis Counseling Assistance and  
Training Program (CCP)



Please call 1-855-587-3463 for assistance.  
Por favor llame al 1-855-587-3463 si necesita asistencia.





# Considerations for the Future

- Medicaid Transformation may have a significant impact on crisis response in the future.
  - Standard Plans, which will be fully implemented in our area in February 2020 and which will serve about 85% of the population for which Trillium currently has responsibility, are not obligated to participate in hurricane preparedness, response or recovery.
  - Trillium is not required to respond in the robust way that we have - we did all of this because we live in and value these communities, but the pending changes will impact our financial and human resources.
  - Trillium intends to be a Tailored Plan effective July 2021, but there is no guarantee in current State law that we will continue to even exist by the second phase of Tailored Plans that will begin July 2025
- With all of the discussions about Medicaid Transformation, the community crisis response impact has not received much attention. The decisions regarding the final design of the transformed system are being made now. We encourage you to make your voice heard if this issue is important to you.





## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**July 1, 2019**

#### **Action Item # VII. - 1.**

**From:**  
Kirstie Dixon, Planning Director

Planning - Interlocal Agreement for Municipal Planning Services -  
Northwest (Kirstie Dixon, Planning Director)

#### **Issue/Action Requested:**

Request that the Board of Commissioners approve an Interlocal Agreement with the City of Northwest to provide municipal planning services.

#### **Background/Purpose of Request:**

Request to approve an Interlocal Agreement with the City of Northwest to provide municipal planning services. Currently, Brunswick County Code Administration provides building inspection services within the City of Northwest. Brunswick County Planning providing general planning services is a logical extension of this relationship.

In February, Ms. Donna Strickland, City Clerk/Finance Officer of the City of Northwest requested that Brunswick County discuss a potential agreement for the County to perform municipal planning services for the City on a fee basis. Ms. Strickland stated that the City's development regulations are in need of extensive updating and the City is in need of ongoing planning assistance, primarily in the area of development review. Brunswick County Planning Staff worked with the City of Northwest to further explore and to provide municipal planning services. The agreement went to the City of Northwest City Council on June 25, 2019 for their final review and approval.

Key elements of the agreement are as follows:

- The City of Northwest will adopt and maintain a Unified Development Ordinance that is substantially similar to the Brunswick County Unified Development Ordinance. The City of Northwest Unified Development Ordinance and any subsequent amendments must be approved by the Brunswick County Planning Director, said approvals shall not be unreasonably held.
- Brunswick County shall provide municipal planning services for properties located within the corporate limits of the City of Northwest. Municipal planning services consist of general planning services related to the City of Northwest Unified Development Ordinance and includes the following:
  - Administrating and interpreting the ordinance.
  - Providing recommendations on policy and regulatory ordinances/plans related to the Unified Development Ordinance, development, growth management, and adopted plans to the City Council, Planning Board, and Board of Adjustment.
  - Facilitating various projects and cases through the review and approval processes including zoning development permits, rezonings, planned developments, major subdivisions, special use permits, variances, and appeal hearings.
  - Facilitating required legal ads, notices, and signs related to municipal planning services. Brunswick County will advertise Unified Development Ordinance related matters within the Wilmington Star News Publication.
- Brunswick County shall receive compensation for providing municipal planning services by charging and receiving fees for services within the City of Northwest, based upon the City of Northwest's



adopted Fee Schedule, as provided by Brunswick County. The City of Northwest shall apply for and be financially responsible for all City-initiated requests including but limited to rezonings and text amendments.

- The City of Northwest shall maintain its own Planning Board and Board of Adjustment including scheduling meetings and keeping minutes and records. Meeting dates for Planning Board and Board of Adjustment Meeting must be approved well in advance by the Brunswick County Planning Director, said approval shall not be unreasonably held.
- Municipal planning services do not include the following:
  - Enforcement of the Northwest Unified Development Ordinance or any other adopted plan or ordinance.
  - Special planning projects or plans including hazard mitigation, strategic planning, future land use planning, visioning, CAMA land use planning, or transportation planning.
  - Any services related to engineering, stormwater, solid waste, public nuisances, vegetation, CAMA permitting, or any legal services.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Approve execution of an Interlocal Agreement to provide planning services to Northwest, subject to final approval of language in interlocal agreement by County Attorney prior to signature of Chair.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve an Interlocal Agreement with the City of Northwest to provide municipal planning services.

**ATTACHMENTS:**

Description

- ☐ Interlocal Agreement - Municipal Planning Services Northwest
- ☐ Proposed Fee Schedule

NORTH CAROLINA

BRUNSWICK COUNTY

**INTERLOCAL AGREEMENT  
[For Services Only]**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into 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 **CITY OF NORTHWEST**, a municipality organized and existing pursuant to the laws of the State of North Carolina and located in Brunswick County, (hereinafter referred to as “Municipality”), party of the second part.

**WITNESSETH:**

**WHEREAS**, it is both County and Municipality desire to establish an inter-governmental approach concerning municipal planning services within the corporate limits of Municipality, in order to manage growth and facilitate planning, zoning, and land use planning; and

**WHEREAS**, County and Municipality each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

**WHEREAS**, County and Municipality, in order to set out the provisions and conditions under which said services will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes.

**WHEREAS**, County and Municipality each agree that Brunswick County Planning Staff will serve as planning staff to the City of Northwest concerning matters related to administering and facilitating the City’s Unified Development Ordinance.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein, County and Municipality do hereby agree as follows:

**1. SERVICES; COMPENSATION**

The municipal planning services to be provided and approval authorities under this Agreement (hereinafter referred to collectively as “Services”) are set forth on Exhibit “A” attached hereto.

Any exhibit or attachment referenced herein 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.

In no event shall Services provided by County under this Agreement include legal services, which shall be provided by Municipality at its own expense.

## **2. TERM OF AGREEMENT**

The initial term of this Agreement begins on July 1, 2019 the ("Effective Date") and continues in effect until either the County or Municipality terminated said agreement pursuant to the terms and conditions contained herein. It is expressly agreed that this Agreement shall automatically and without further action on the part of either party be extended from year to year unless one of the parties gives written notice to the other party at least one hundred and eighty (180) calendar days before the end of the then current term of its intention not to renew the Agreement by delivering or mailing such notice to the other party at the address(es) below.

## **3. TERMINATION**

- a. **FOR CAUSE.** Notwithstanding the foregoing, County or Municipality may terminate this Agreement upon fifteen (15) calendar days' written notice if either is in material breach of any provision herein and fails to cure the breach during the notice period.
- b. **WITHOUT CAUSE.** County or Municipality may terminate this Agreement at any time without cause by giving at least sixty (60) calendar days' written notice.

## **4. NON-APPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by the County to fulfill its financial obligations, if any, under this Agreement for a given fiscal year, County will not be obligated beyond the end of the last fiscal year for which funds were appropriated. In such event, County will promptly notify Municipality 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 County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

## **5. COMPENSATION**

Municipality agrees to the compensation and fees as set forth in Exhibit "A". Unless otherwise specified, County shall bill and provide a statement of the Services to Municipality by the fifteenth day of each month, and payment shall be made by Municipality on the last day of the month in which the statement was received.

## **6. RELATIONSHIP OF PARTIES**

Both County and Municipality agree that County is acting as an independent contractor under this Agreement. Control of County personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by County. No joint agency is established by this Agreement. This Agreement does not create partnership, joint venture, other joint endeavor, joint ownership, joint operations or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement.

## **7. REPRESENTATIONS**

Each party to this Agreement represents to the other party each of the following as of the Effective Date of this Agreement and covenants with the other party that each such representation will remain true and correct:

- a. It 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. It 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 it to enter into and perform its obligations under this Agreement;
- d. It shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. It shall not violate any agreement with any third party by entering into or performing the obligations under this Agreement;
- f. In fulfilling its obligations under this Agreement, it 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. No elected or appointed official or employee has any interest (financial, employment or other) in the transactions contemplated by this Agreement.

## **8. INDEMNITY**

- a. To the extent permitted by law, County shall indemnify and hold harmless Municipality and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of County, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Municipality, County shall defend the same at its sole cost and expense; provided that, Municipality retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against Municipality and its respective officers, agents, employees or any of them, or jointly against Municipality

and County and its respective officers, agents and employees, or any of them, County shall satisfy same.

- b. To the extent permitted by law, Municipality shall indemnify and hold harmless County and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Municipality, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against County, Municipality shall defend the same at its sole cost and expense; provided that, County retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against County and its respective officers, agents, employees or any of them, or jointly against County and Municipality and its respective officers, agents and employees, or any of them, Municipality shall satisfy same.
- c. By executing this Agreement, County does not assume liability or responsibility for or in any way release Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of Municipality ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Municipality ordinance, rule or regulation is at issue, Municipality shall defend the same at its sole cost and expense and if judgment is entered or damages are awarded against Municipality, County or both, Municipality shall satisfy the same, including all chargeable costs and attorneys' fees.

## **9. REMEDIES**

If Municipality is in default of any payment obligation hereunder and such default is not cured by remittance of the amount owed within thirty (30) days following written notice from County of the right to cure, then County shall be entitled to specific performance under this Agreement, injunctive relive and/or direct, incidental or consequential money damages, which may include attorneys' fees.

## **10. NON-DISCRIMINATION IN EMPLOYMENT**

Neither party shall 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. The parties shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment.

## **11. COMPLIANCE WITH E-VERIFY PROGRAM**

To the extent E-Verify rules apply to this Agreement, the parties agree to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

## **12. 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 to that agreement. 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 expense.

### **13. 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.

### **14. 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.

### **15. 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.

### **16. GOVERNMENTAL IMMUNITY**

To the extent applicable, neither party waives 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.

### **17. NON-WAIVER**

Failure by County at any time to require the performance by Municipality 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.

### **18. 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.

### **19. HEADINGS**

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

## 20. SEVERABILITY

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.

## 21. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Municipality and County.

## 22. NOTICES

- a. **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.
- b. **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.
- c. **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. <u>For the County:</u>	Brunswick County C/O Planning Director P.O. Box 249 Bolivia, NC 28422 Phone: 910-253-2000 Fax: 910-253-2022
---------------------------	----------------------------------------------------------------------------------------------------------------------------

ii. <u>For the Municipality:</u>	City of Northwest C/O Town Clerk 4889 Vernon Road Northwest, NC 28451 Phone: 910-655-3110 Fax: 910-655-8853
----------------------------------	----------------------------------------------------------------------------------------------------------------------------

[SIGNATURES APPEAR ON FOLLOWING PAGE]



## 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: \_\_\_\_\_

Title: Chairman of Brunswick County Board of Commissioners

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

### CITY OF NORTHWEST

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

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

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

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

### BRUNSWICK COUNTY

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

### APPROVED AS TO FORM

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

### CITY OF NORTHWEST

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

### APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

WHEREAS, Brunswick County and the City of Northwest desire to enter into an agreement, for Brunswick County to provide municipal planning services concerning the implementation and administration of the City's Unified Development Ordinance (UDO) within the corporate limits of the City of Northwest, in order to facilitate growth and land use planning; and

NOW THEREFORE, the parties do mutually agree to the following:

- A) The City of Northwest will adopt and maintain a Unified Development Ordinance that is substantially similar to the Brunswick County Unified Development Ordinance. The City of Northwest Unified Development Ordinance and any subsequent amendments must be approved by the Brunswick County Planning Director, said approvals shall not be unreasonably held.
- B) Brunswick County shall provide municipal planning services for properties located within the corporate limits of the City of Northwest as follows:
  - Municipal planning services consist of general planning services related to the City of Northwest Unified Development Ordinance and includes the following:
    - Administrating and interpreting the ordinance.
    - Providing recommendations on policy and regulatory ordinances/plans related to the Unified Development Ordinance, development, growth management, and adopted plans to the City Council, Planning Board, and Board of Adjustment.
    - Facilitating various projects and cases through the review and approval processes including zoning development permits, rezonings, planned developments, major subdivisions, special use permits, variances, and appeal hearings.
    - Facilitating required legal ads, notices, and signs related to municipal planning services. Brunswick County will advertise Unified Development Ordinance related matters within the Wilmington Star News Publication.
  - Municipal planning services do not include the following:
    - Enforcement of the Northwest Unified Development Ordinance or any other adopted plan or ordinance.
    - Special planning projects or plans including hazard mitigation, strategic planning, future land use planning, visioning, CAMA land use planning, or transportation planning.
    - Any services related to engineering, stormwater, solid waste, public nuisances, vegetation, CAMA permitting, or any legal services.

- C) Brunswick County shall receive compensation for providing municipal planning services in the form of charging and receiving fees for municipal planning services within the City of Northwest corporate limits as follows:
  - Brunswick County shall charge and receive all fees based upon the City of Northwest's adopted Planning Fee Schedule as provided by Brunswick County.
  - The City of Northwest shall apply for and be financially responsible for all City-initiated requests including but limited to rezonings and text amendments.
- D) The City of Northwest shall provide the meeting place for all required public hearings and meetings.
- E) The City of Northwest shall maintain its own Planning Board and Board of Adjustment including scheduling meetings and keeping minutes and records. Meeting dates for Planning Board and Board of Adjustment Meeting must be approved well in advance by the Brunswick County Planning Director, said approval shall not be unreasonably held.
- F) The City of Northwest shall provide a staff member from the City of Northwest to serve on the Technical Review Committee.
- G) The City of Northwest shall designate a staff member from the City of Northwest to serve as the point of contact for Brunswick County and designate a staff member from the City of Northwest to serve as the point of contact for the public.
- H) The City of Northwest shall be responsible for all litigation and related legal services.

**City of Northwest  
Planning Fee Schedule  
Proposed**

<b>Type of Rate or Fee</b>	<b>Brunswick County Rate or Fee</b>	<b>Fee with (10%) Northwest Admin Cost</b>
<i>*Fees do not include 10% Admin. Cost</i>		
<b>Residential Zoning Development Permit</b>	\$100	\$110.00
<b>Non-Residential and Multifamily Zoning Development Permit</b>	\$100	\$110.00
<b>Zoning Development Permit - Not Requiring a Building Permits</b> <i>(i.e., Residential Accessory Structures that are less than twelve feet (12') in any dimension including storage sheds, accessory buildings, and home occupations)</i>	<i>No Charge</i>	<i>No Charge</i>
<b>Sign Zoning Permit (includes Sign Review)</b>	\$150	\$165.00
<b>Temporary Use Permit</b>	\$100	\$110.00
<b>Temporary Use Permit - Large Events &gt;1,000 Guests</b>	\$1,000	\$1,100.00
<b>Text Amendment</b>	\$1,200	\$1,320.00
<b>Board of Adjustment/Planning Board Variance</b>	\$500	\$550.00
<b>Special Use Permit &amp; Plan Review</b>		
<i>&lt;5 acres</i>	\$1,300	\$1,430.00
<i>&gt;5.01 acre</i>	\$1,600	\$1,760.00
<b>Board of Adjustment Appeal</b>	\$500	\$550.00
<b>Change of Use Review</b>		
<i>Change of Use Review - Same Category</i>	<i>No Charge</i>	<i>No Charge</i>
<i>Change of Use Review - Different Category</i>	\$100	\$110.00
<b>Non-Conforming Use Certificates</b>	<i>No Charge</i>	<i>No Charge</i>
<b>Waiver Plats</b>	\$50 per plat	\$55 per plat
<b>Minor Subdivision (1 - 5 Lots)</b>	\$100	\$110.00
<b>Minor Subdivision (6 - 10 Lots)</b>	\$200	\$220.00
<b>Final Plat Review (Major Subdivisions &amp; Planned Developments)</b>	\$20 per lot	\$22 per lot
<b>Major Subdivision (11 Lots or more)</b>	\$750+ \$10 per lot	\$825 + \$11 per lot
<b>Planned Development</b>	\$800	\$880.00
<b>Non-Residential and Multifamily Site Plan Review &amp; Approval</b>		
<i>Site Plan Review:</i>		
<i>&lt; 0.5 acre</i>	\$150	\$165.00
<i>0.51 acre to 1 acres</i>	\$300	\$330.00
<i>1.01 acre to 5 acres</i>	\$500	\$550.00

<i>5.01 acre to 10 acres</i>	\$700	\$770.00
<i>&gt;10</i>	\$800	\$880.00
<b>Minor Site Plan &amp; Plan Review:</b>		
<i>&lt; 0.5 acre</i>	\$450	\$495.00
<i>0.51 acre to 1 acres</i>	\$600	\$660.00
<i>1.01 acre to 5 acres</i>	\$800	\$880.00
<i>&gt;5.01 acre</i>	\$1,000	\$1,100.00
<b>Major Site Plan &amp; Plan Review:</b>		
<i>&lt;5 acres</i>	\$1,300	\$1,430.00
<i>&gt;5.01 acre</i>	\$1,600	\$1,760.00
<b>Rezoning</b>		
<i>&lt; 1 acre</i>	\$1,500	\$1,650.00
<i>1.01 acre to 5 acres</i>	\$1,600	\$1,760.00
<i>5.01 acre to 25 acres</i>	\$1,700	\$1,870.00
<i>25.01 acre to 50 acres</i>	\$1,900	\$2,090.00
<i>&gt;50</i>	\$2,000	\$2,200.00
<i>Continuance Request After Advertising</i>	\$500	\$550.00
<i>Additional Fee for Conditional Rezoning Request (site plan review fees will be access upon submittal of final site plan)</i>	\$500	\$550.00
<b>Data Book</b>	<i>No Charge</i>	<i>No Charge</i>
<b>Recording Fee*</b>	\$14 First Page + \$3 each additional Page	\$14 First Page + \$3 each additional Page
<b>Mailing Lists (Planning Board &amp; Board of Adjustment)</b>	\$10	\$11.00
<b>Contractors Change Fee</b>	\$25	\$27.50
<b>Hazard Mitigation Plan</b>	\$38.75	\$42.63
<b>CAMA Land Use Plan</b>		
<i>Plan Amendment</i>	<i>No Charge</i>	<i>No Charge</i>
<i>CAMA Land Use Plan (Hard Copy plus CD)</i>	\$280	\$308.00
<i>CAMA Land Use Plan (CD)</i>	\$5	\$5.50
<b>Unified Development Ordinance</b>		
<i>Hard Copy</i>	\$100	\$110.00
<i>Mailed Copy</i>	\$105	\$115.50
<i>Electronically Option No Cost</i>	<i>No Charge</i>	<i>No Charge</i>
<b>Wireless Telecom Fee</b>		
<i>Staff Review (Cat. 1, Cat. 2, &amp; Cat. 3)</i>	\$250	\$275.00
<i>Special Use Permit Application (Cat. 3) (formally Special Exception)</i>	\$2,000	\$2,200.00
<i>Minimum Consultant Review (Cat. 2 &amp; Cat. 3)</i>	\$6,000	\$6,600.00

<b>Incomplete Commercial Plan Submittal</b>	\$50	\$55.00
<b>Commercial Re-Inspection (all fees must be paid prior to final zoning approval)</b>	\$50/visit	\$55/visit
<b>Maps</b>		
18"X 24"	\$8	\$8.80
24"X 36"	\$10	\$11.00
36"X 48"	\$14	\$15.40
8 1/2 "X 11" or 8 1/2" X 14"	\$2	\$2.20
11"X 17"	\$4	\$4.40
<b>NCDOT Driveway Permit Sign-Off for Non-Residential</b>	<i>No Charge</i>	<i>No Charge</i>
<b>NC Alcoholic Beverage Control (ABC) Inspection/Zoning Compliance</b>	<i>No Charge</i>	<i>No Charge</i>
<b>Traffic Impact Analysis</b>	<i>No Charge</i>	<i>No Charge</i>
<b>Zoning Verification Letter</b>	<i>No Charge</i>	<i>No Charge</i>
<b>Administrative Adjustment</b>	<i>No Charge</i>	<i>No Charge</i>
<b>Certificate of Temporary Zoning Compliance</b>	<i>No Charge</i>	<i>No Charge</i>
<b>NC Map Review Officer Plats</b>	<i>No Charge</i>	<i>No Charge</i>



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
John Nichols, P.E.

**Action Item # VII. - 2.**

Utilities - Interlocal Agreement Regarding Raw Water Pipeline Design, Construction, and Ownership (John Nichols, Director of Public Utilities)

**Issue/Action Requested:**

Request that the Board of Commissioners approve the attached Interlocal Agreement Regarding Raw Water Pipeline Design, Construction, and Ownership subject to minor legal revisions reviewed and approved by the County Attorney.

**Background/Purpose of Request:**

In February 2017, a three-party Interlocal Agreement between Brunswick County, Cape Fear Public Utility Authority (CFPUA), and Lower Cape Fear Water & Sewer Authority (LCFWSA) was executed for the design of a 14 mile, 54" parallel raw water pipeline that would provide additional raw water capacity for Brunswick County, CFPUA, and Pender County (if they exercised an option). The design of the project is nearing completion and is planned to be bid in August 2019. CFPUA will engage the contractor and administer the project with input from Brunswick County and LCFWSA. The attached Interlocal Agreement outlines methods for payment to CFPUA from Brunswick County, specifies ownership percentages, and provides guidelines for project administration and coordination.

Staff recommends the approval of the Interlocal Agreement Regarding Raw Water Pipeline Design, Construction, and Ownership subject to minor legal revisions reviewed and approved by the County Attorney.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the attached Interlocal Agreement Regarding Raw Water Pipeline Design, Construction, and Ownership subject to minor legal revisions reviewed and approved by the County Attorney.

**ATTACHMENTS:**

Description

- ☐ Utilities - Interlocal Agreement February 6, 2017 - Attach 1
- ☐ Utilities - Memorandum of Understanding March 13, 2019 - Attach 2
- ☐ Interlocal Agreement - Raw Water Line Design, Construction, Ownership



**APPROVED**

**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**February 6, 2017**

**Action Item # VIII. - 1.**

**From:**  
John Nichols, P.E.

Utilities - Request for Approval of Interlocal Agreement Between Brunswick County, Cape Fear Public Utility Authority, and Lower Cape Fear Water & Sewer Authority and Reimbursement Resolution For Capital Expenditures Prior To Issuing Debt - (John Nichols, Director of Public Utilities)

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Interlocal Agreement between Brunswick County, Cape Fear Public Utility Authority, and the Lower Cape Fear Water & Sewer Authority and the Resolution declaring the intent of Brunswick County to reimburse itself for capital expenditures incurred prior to debt financing along with the associated budget amendment for design fees. The agreement outlines responsibilities associated with the design of a parallel raw water main from the King's Bluff Pump Station to the raw water tank near the Northwest Water Treatment Plant.

**Background/Purpose of Request:**

The long-range Brunswick County Capital Improvement Plan includes funding for additional raw water capacity. While water system demand is highly dependent on weather, it is possible that additional capacity could be desirable as soon as 2021. Moreover, the recent water main break has highlighted the value of redundancy and a parallel raw water transmission main will meet both of those needs.

Due to the significant length of time required for design and construction of 14 miles of large diameter pipe, it is recommended that the design of the project move forward in the near future. Brunswick County and Cape Fear Public Utility Authority will bear the majority of costs associated with the project and Lower Cape Fear Water & Sewer Authority will incorporate it into their system for operation and maintenance as well as ultimate ownership. The attached Interlocal Agreement specifies the roles of the three entities during the course of design and provides for an initial cost split of the design costs between Brunswick County and Cape Fear Public Utility Authority.

Additional construction and water service agreements will be required for the project in the future and there will be a true-up of design costs to all entities receiving additional allocation from the project based on the percentage benefit received. Prior to proceeding with construction, other possible participants such as Pender County and Lower Cape Fear Water & Sewer Authority, will need to determine if they want to participate in the projects. The attached Interlocal Agreement allows the design to proceed while giving additional decision time to the other possible participants.

Staff recommends approving the Interlocal Agreement associated with the design of the parallel raw water main.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment is to appropriate and transfer \$850,000 in water expendable net assets to the water capital reserve designated for Raw Water Transmission Main design fees per interlocal agreement.



**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the Interlocal Agreement between Brunswick County, Cape Fear Public Utility Authority, and the Lower Cape Fear Water & Sewer Authority and the Resolution declaring the intent of Brunswick county to reimburse itself for capital expenditures incurred prior to debt financing along with the associated budget amendment for design fees. The agreement outlines responsibilities associated with the design of a parallel raw water main from the King's Bluff Pump Station to the raw water tank near the Northwest Water Treatment Plant.

**ATTACHMENTS:**

## Description

- ☐ Utilities - Interlocal Agreement - Attach 1
- ☐ 170206 Attach Reimbursement Resolution - Brunswick Raw Water Line with LCFWSA.pdf
- ☐ 170206 Budget Amendment Raw Water Main Water Fund.pdf
- ☐ 170206 Budget Amendment Raw Water Main Reserve.pdf

Request Info	
Type	Budget Amendment
Description	Raw Water Main Water Main
Justification	Board Meeting 02/06/2017-Transfer funds to the water capital reserve for the design fees associated with the interlocal agreement.
Originator	TIFFANY ROGERS

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	399200	Interfund Trans Water Fund	Expendable Net Assets Appropri	850000	Increase	Credit
619800	498041	Interfund Trans Water Fund	Transfer to Water Capital Proj	850000	Increase	Debit

Total	
Grand Total:	1700000

Request Info	
Type	Budget Amendment
Description	Raw Water Main Reserve
Justification	Board Meeting 02/06/2017-Transfer funds to the water capital reserve for the design fees associated with the interlocal agreement.
Originator	TIFFANY ROGERS

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	850000	Increase	Credit
419800	464433	Interfund Trans Water Cap Rsv	60-inch Raw Water Main	850000	Increase	Debit

Total	
Grand Total:	1700000

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March 13, 2017

Mr. John Nichols  
Brunswick County Public Utilities Director  
Post Office Box 249  
Bolivia, North Carolina 28422

Dear John:

Please find enclosed for your records, an executed copy of an Interlocal Agreement between Lower Cape Fear Water & Sewer Authority (Authority), Cape Fear Public Utility Authority and Brunswick County regarding a design contract for construction of the Kings Bluff Raw Water Pump Station 14-mile parallel raw water transmission main as presented and adopted by the Board of Directors for the Authority at its regularly scheduled meeting on Monday, March 13, 2017. Also enclosed is a copy of the Board's Resolution.

Cordially,



Don Betz  
Executive Director

Enclosures (2)

*Lower Cape Fear Water & Sewer Authority*

1107 New Pointe Blvd, Suite 17  
Leland, North Carolina 28451



phn 910.383.1919 fax 910.383.1949  
www.lcfwasa.org

*Water is Our Business*

STATE OF NORTH CAROLINA

COUNTIES OF NEW HANOVER AND BRUNSWICK

**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (hereinafter, "Agreement"), entered into this the 6<sup>th</sup> day of February 2017, by and between, LOWER CAPE FEAR WATER & SEWER AUTHORITY (hereinafter "LCFWSA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A, CAPE FEAR PUBLIC UTILITY AUTHORITY (hereinafter "CFPUA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A; and BRUNSWICK COUNTY, a political subdivision of the State of North Carolina (hereinafter "Brunswick");

**WITNESSETH:**

WHEREAS, LCFWSA and CFPUA own existing raw water transmission mains and systems running from intake sites in Bladen County to New Hanover County, North Carolina; and

WHEREAS, CFPUA and Brunswick purchase raw water from LCFWSA; and

WHEREAS, all parties hereto agree that it is beneficial to have additional raw water capacity and redundancy to support regional growth and the well-being of Brunswick and CFPUA customers; and

WHEREAS, all parties hereto agree that continuing a regional approach to the management and provision of raw water resources is beneficial and cost-effective; and

WHEREAS, all parties hereto agree that LCFWSA shall maintain the proposed raw water transmission main.

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

1. Brunswick and CFPUA will equally fund design of a new raw water transmission main (RWTM) that would be constructed within the existing LCFWSA easement/right-of-way and that would generally extend 14 miles from the LCFWSA pump station at Kings Bluff to the LCFWSA ground tank in Brunswick County. The design contract cost shall not exceed \$1.7 million without a written amendment to this agreement.
2. LCFWSA, CFPUA and Brunswick shall agree on final design criteria before beginning design work. The parties will develop and sign a project charter to define agreed-upon design criteria and project parameters. The charter will describe a basis of design that may be amended in writing by the three parties.
3. The design contract will be managed by CFPUA with regular input from and coordination with LCFWSA and Brunswick. Amendments to the design contract shall be approved in advance and in writing by CFPUA, LCFWSA and Brunswick.

4. The design work will be completed by a consulting engineer firm that will be under contract with CFPUA. The engineering firm selection and its scope and fee negotiation will be in accordance with applicable state statutes (N.C.G.S. 143-64.31 – 143.64.34) by a team comprising LCFWSA, CFPUA and Brunswick representatives.
5. This agreement is only for professional services associated with design phase efforts, which include acquisition, surveying, permitting, and designing and preparing contract documents that are suitable for constructing the RWTM. This agreement does not include bidding or construction phase services, acquisition costs or construction contracts.
6. CFPUA will submit monthly invoices with documentation to Brunswick. Upon receipt and review of invoices, Brunswick will reimburse CFPUA monthly for 50% of direct contract costs associated with the design phase efforts.
7. When the design is complete or almost complete, LCFWSA, Brunswick and CFPUA will determine whether they and additional parties have interest in participating in a project to construct the proposed RWTM. Before construction begins, a separate agreement among the participating parties will be developed to define roles and responsibilities, as well as ownership of the main. Ownership interest in the project will be based on the percentage of cost allocated to each Participant for the project. At that time, design costs associated with this agreement will be attributed to the parties based on capacity allocated in the new RWTM. Brunswick and CFPUA will be proportionately credited or debited for design costs as needed based on capacity allocations among the parties.
8. Amendment. This Agreement may be amended or modified, including any extension, upon mutual agreement of the parties, provided that any such amendment shall be reduced to writing and signed by all parties.
9. Binding on Successors and Assigns. All covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
10. Non-Waiver of Rights. Any party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.
11. Immunity Not Waived. The Agreement is governmental in nature and for the benefit of the public and is not intended to be for private profit or gain. The parties hereto do not intend to waive their sovereign immunity by reason of this Agreement.
12. Continuing Obligation. The parties will make and execute all further instruments and documents required to complete the terms of this Agreement.
13. Reference. Use of the neuter includes feminine and masculine, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Agreement.
14. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties relating the project as described herein and supersedes all prior discussions and written and oral agreements with respect thereto.
15. Savings Clause. If any section, subsection, paragraph, sentence, clause phrase or portion of this is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

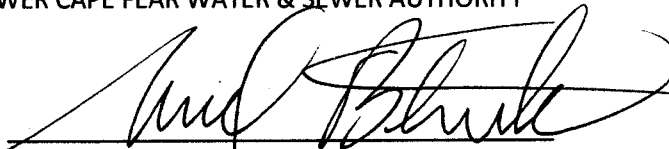
16. Enforcement. It is recognized that the parties' remedies at law may not be adequate in the event of a breach of this Agreement. Accordingly, the parties agree that specific performance of this Agreement is a proper remedy in the event of a breach or default.

17. Multiple Counterparts. Multiple counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and which together shall constitute but one Agreement.

18. Release and Indemnity. To the fullest extent permitted by law and regulation, the parties hereto shall indemnify, hold harmless, and defend one another, their officers, directors, members, partners, employees, agents, contractors and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, surveyors, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising directly or indirectly out of the obligations herein undertaken or resulting from the operations conducted by the parties hereto or by any individual or entity directly or indirectly employed by any of them to perform any of the services or anyone for whose acts any of them may be liable.

IN WITNESS HEREOF, the parties hereto have caused the execution of this Agreement, in triplicate originals, under seal, and by authority duly given, this the 6<sup>th</sup> day of February, 2017.

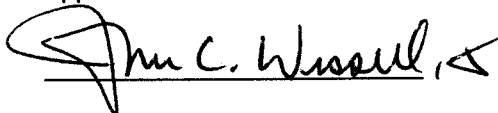
LOWER CAPE FEAR WATER & SEWER AUTHORITY

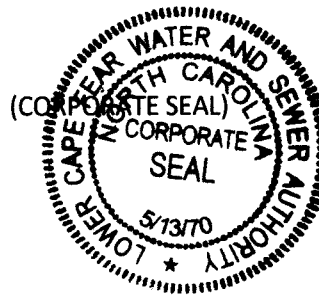
By:   
Norwood Blanchard, Chairman

Attest:

  
Wayne Edge, Secretary

Approved as to form:





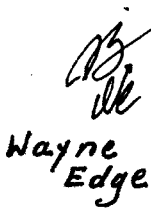
John C. Wessell  
Attorney for LCFWASA


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

  
Financial Officer, LCFWASA

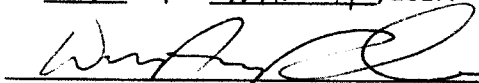
STATE OF NORTH CAROLINA,

COUNTY OF BRUNSWICK, NEW HANOVER <sup>WV</sup>

  
Wayne Edge

I,  WILLIAM ANDREW RHODES, a Notary Public of the state and county aforesaid, certify that ~~C. Lawrence Sneed~~ appeared before me and acknowledged that he is the Secretary of the Lower Cape Fear Water & Sewer Authority, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 13 day of MARCH, 2017.

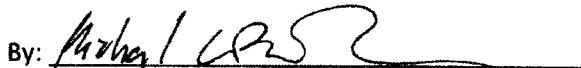
  
Notary Public

My Commission Expires: 2/21/25


(NOTARY SEAL)



CAPE FEAR PUBLIC UTILITY AUTHORITY


By:   
Michael C. Brown, III, Chairman

Attest:

  
C. Lawrence Sneed, Secretary

(CORPORATE SEAL)

Approved as to form:

  
Linda A. Miles  
Attorney for CFPUA



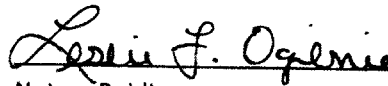
This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act.

  
John McLean, Financial Officer, CFPUA

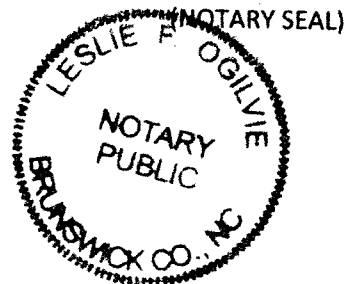
STATE OF NORTH CAROLINA,  
COUNTY OF NEW HANOVER.

I, Leslie F. Ogilvie, a Notary Public of the state and county aforesaid, certify that C. Lawrence Sneed appeared before me and acknowledged that he is the Secretary of the Cape Fear Public Utility Authority, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by himself as Secretary.

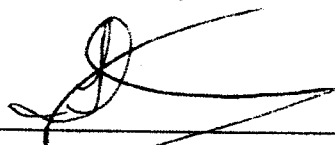
Witness my hand and notarial seal, this the 1<sup>st</sup> day of March, 2017.

  
Notary Public

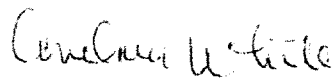
My Commission Expires: 8/24/2018



BRUNSWICK COUNTY, NORTH CAROLINA

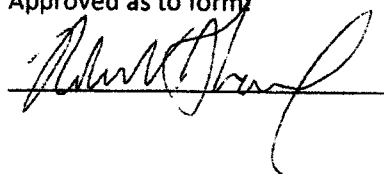
By:   
Frank Williams Commissioner, Chairman

Attest:



Andrea White, Clerk

Approved as to form:





Brunswick County Attorney

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

Julia A. Miller  
Financial Officer, Brunswick County, North Carolina

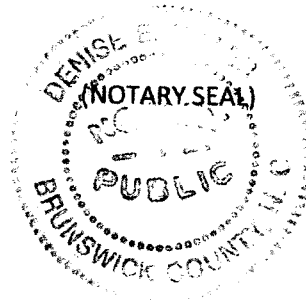
STATE OF NORTH CAROLINA,  
COUNTY OF BRUNSWICK.

I, Denise E. Miller, a Notary Public of the state and county aforesaid, certify that Andrea White appeared before me and acknowledged that she is the Clerk to the Brunswick County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and notarial seal, this the 6 day of February, 2017.

Denise E. Miller  
Notary Public

My Commission Expires: 10-17-2017



**Resolution Authorizing Chairman to Enter an Interlocal Agreement Between  
Lower Cape Fear Water & Sewer Authority, Cape Fear Public Utility Authority and  
Brunswick County Regarding A Design Contract for Construction of  
The Kings Bluff Raw Water Pump Station 14-mile Parallel Raw Water Transmission Main**

**Whereas**, Lower Cape Fear Water & Sewer Authority (Authority) and Cape Fear Public Utility Authority (CFPUA) own existing raw water transmission mains and systems running from intake sites in Bladen County to New Hanover County, North Carolina; and

**Whereas**, Brunswick County and CFPUA are customers of the Authority with each having agreements to receive raw water from the Authority; and

**Whereas**, it is beneficial to have additional raw water capacity and redundancy to support regional growth and the well-being of regional customers; and


**Whereas**, continuing a regional approach to the management and provision of raw water resources is beneficial and cost effective; and

**Whereas**, Brunswick County and CFPUA will equally fund the design of the Kings Bluff Raw Water Pump Station 14-mile Parallel Raw Water Transmission Main; and


**Whereas**, all parties hereto agree that the Authority shall maintain the proposed raw water transmission main.

**Now Therefore Be It Resolved**, that the Board of Directors for the Authority, authorize the Chairman to enter into an Interlocal Agreement between Cape Fear Public Utility Authority, Brunswick County and Lower Cape Fear Water & Sewer Authority regarding a design contract for construction of the Kings Bluff Raw Water Pump Station 14-mile Parallel Raw Water Transmission Main.

**Adopted this 13<sup>th</sup> day of March, 2017**

  
Norwood Blanchard, Chairman

ATTEST:

  
Wayne Edge, Secretary

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Brunswick, North Carolina held in the Commissioners' Chambers, David R. Sandifer County Administration Building, 30 Government Center Drive, Bolivia, North Carolina, at 6:00 p.m. on February 6, 2017.

\* \* \*

The following members were present:

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

The following members were absent:

Also present:

Ann Hardy, County Manager  
Steve Stone, Deputy County Manager  
Robert Shaver, County Attorney  
Andrea White, Clerk to the Board  
Denise Miller, Deputy Clerk to the Board  
Julie Miller, Finance Director  
Capt. Mark Trull

\* \* \*

Chairman Williams moved that the following resolution (the "*Resolution*"), a copy of which was available with the Board and which was read by title:

**RESOLUTION OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH CERTAIN WATER SYSTEM IMPROVEMENTS FROM THE PROCEEDS OF CERTAIN OBLIGATIONS**

**WHEREAS**, the Board of Commissioners of the County of Brunswick, North Carolina ("*County*") has determined that it is in the best interests of the County to finance certain improvements to its water system, specifically including a raw water line in partnership with the Cape Fear Public Utility Authority and the Lower Cape Fear Water and Sewer Authority (collectively, the "*Project*");

**WHEREAS**, the County presently intends, at one time or from time to time, to finance all or a portion of its costs of the Project with proceeds of tax-exempt obligations and reasonably expects to execute and deliver such obligations (the "*Obligations*") to finance, or to reimburse itself for, all or a portion of its costs of the Project; and

**WHEREAS**, the County desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations

(the "*Original Expenditures*"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

***NOW, THEREFORE, BE IT RESOLVED*** by the Board of Commissioners of the County of Brunswick, North Carolina as follows:

Section 1. ***Official Declaration of Intent.*** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Project and the principal amount of Obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the Project is approximately \$33,000,000.

Section 2. ***Compliance with Regulations.*** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Director of Fiscal Operations of the County, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. ***Effective Date.*** This Resolution is effective immediately on the date of its adoption.

On motion of Commissioner Chairman Williams, the foregoing resolution entitled "**RESOLUTION OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH CERTAIN WATER SYSTEM IMPROVEMENTS FROM THE PROCEEDS OF CERTAIN OBLIGATIONS**" was duly adopted by the following vote:

AYES: 5

COMMISSIONER FRANK WILLIAMS, CHAIRMAN  
COMMISSIONER RANDY THOMPSON, VICE-CHAIRMAN  
COMMISSIONER J. MARTIN COOKE  
COMMISSIONER PAT SYKES  
COMMISSIONER MIKE FORTE

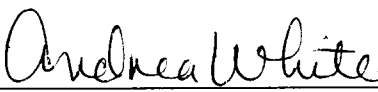
NAYS: 0

STATE OF NORTH CAROLINA                    )  
                                                          )  
COUNTY OF BRUNSWICK                    )       ss:

I, *Andrea White*, Clerk to the Board of Commissioners of the County of Brunswick, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH CERTAIN WATER SYSTEM IMPROVEMENTS FROM THE PROCEEDS OF CERTAIN OBLIGATIONS**” adopted by the Board of Commissioners of the County of Brunswick, North Carolina, at a meeting held on the 6<sup>th</sup> day of February, 2017.

***WITNESS*** my hand and the corporate seal of the County of Brunswick, North Carolina, this the 6 day of February, 2017.



  
\_\_\_\_\_  
Andrea White  
Clerk to the Board  
County of Brunswick, North Carolina



**APPROVED**

**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**February 18, 2019**

**Action Item # VIII. - 1.**

**From:**  
Ann Hardy, County Manager

Administration - Memorandum of Understanding Regarding Capacity and Cost Allocation for Raw Water Pipeline (Ann Hardy, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners approve a Memorandum of Understanding Regarding Capacity and Cost Allocation for a Raw Water Pipeline with Lower Cape Fear Water & Sewer Authority, Cape Fear Public Utility Authority and Pender County.

**Background/Purpose of Request:**

LCFWSA owns an existing raw water transmission main and systems running from intake sites in Bladen County to New Hanover County whereby raw water is purchased by CFPWA, Brunswick and Pender Counties. All parties have agreed that a new parallel raw water line is needed to provide capacity and redundancy to support regional growth and customer needs.

Brunswick County and CFPWA will construct, finance and own the new 14 mile, safe yield 41 MGD, and 54-inch pipeline.

Brunswick County proposed an option for future purchase of capacity to Pender County of an additional 5 MGD for a total capacity of 11 MGD and 11.46% of the safe yield. Pender's percentage of the project and costs would be 12.195%. If the option is not exercised, the capacity will belong to Brunswick County along with all associated costs.

Pender must notify Brunswick County by July 1, 2028 with a resolution adopted by the Pender County Board of Commissioners to exercise the option. Upon exercise, Pender agrees to reimburse the County for all costs associated with the capacity including the cost of capital, financing, engineering, and legal costs by either a lump sum payment of amounts paid by Brunswick County to date and assumption of future debt service payments or repay prior amounts paid and future amounts due over the remaining life of the financing term.

Pender County Board of Commissioners approved the terms of the proposed agreement on January 21, 2019. Other parties to the agreement have been provided the draft and their comments and concerns have been incorporated in the attached agreement.

**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 Memorandum of Understanding Regarding Capacity and Cost Allocation for a Raw Water Pipeline with Lower Cape Fear Water & Sewer Authority, Cape Fear Public Utility Authority and Pender County.

**ATTACHMENTS:**

Description

- ▣ MOU Raw Waterline



# Clerk to the Board of Commissioners

## Routing Sheet for Board Action

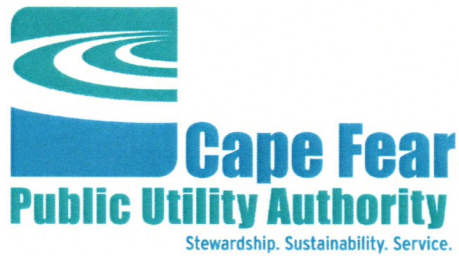
Date of Meeting: 2/18/2019

Ref: Administration - Memorandum of Understanding Regarding Capacity and Cost Allocation for Raw Water Pipeline

<input checked="" type="checkbox"/>	Received by Clerk's Office	Date Received: <u>2/13/2019</u>	# Originals: <u>4</u>
<input checked="" type="checkbox"/>	Approved by Board of Commissioners	<u>2-18-2019</u>	
<input checked="" type="checkbox"/>	Filed & Sent to Dept. <u>Uhl</u>	Date Sent: <u>2/20/19</u>	# Originals: <u>4</u>
<input checked="" type="checkbox"/>	Received by Department	Date Received: <u>2/20/19</u>	# Originals: <u>4</u>
	Signature of Recipient: <u><i>Amelia White</i></u>		

**\*\*PENDING DOCUMENT\*\***

*\*Upon completion of this routing sheet, please make a copy for your records and interoffice this routing sheet to Jared Galloway in the Clerk's Office\**



RECEIVED

MAR 18 2019

BRUNS. CO. ADMIN.

235 Government Center Drive  
Wilmington, NC 28403

March 13, 2019

Ms. Andrea White  
Clerk to Brunswick County  
P.O. Box 249  
Bolivia, NC 28422

Re: Memorandum of Understanding

Dear Andrea:

Please find enclosed a fully-executed and notarized original of the raw water line memorandum of understanding between Lower Cape Fear, CFPUA, Pender and Brunswick Counties.

I look forward to seeing you soon at the local Clerks' lunch.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donna".

Donna S. Pope

Clerk to the Board

STATE OF NORTH CAROLINA

COUNTIES OF BRUNSWICK, NEW HANOVER AND PENDER

**MEMORANDUM OF UNDERSTANDING  
REGARDING CAPACITY AND COST ALLOCATION FOR RAW WATER  
PIPELINE**

THIS INTERLOCAL AGREEMENT (hereinafter, "Agreement"), entered into this the 13<sup>th</sup> day of March, 2019, by and between, LOWER CAPE FEAR WATER & SEWER AUTHORITY (hereinafter "LCFWSA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A, CAPE FEAR PUBLIC UTILITY AUTHORITY (hereinafter "CFPUA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A; BRUNSWICK COUNTY, a political subdivision of the State of North Carolina (hereinafter "Brunswick"); and PENDER COUNTY, a political subdivision of the State of North Carolina (hereinafter "Pender");

**WITNESSETH:**

**WHEREAS**, LCFWSA and CFPUA own existing raw water transmission mains and systems running from intake sites in Bladen County to New Hanover County, North Carolina; and

**WHEREAS**, CFPUA, Brunswick, and Pender purchase raw water from LCFWSA; and

**WHEREAS**, all parties hereto agree that it is beneficial to have additional raw water capacity and redundancy to support regional growth and the wellbeing of the parties' customers; and

**WHEREAS**, the N.C.G.S § 160A-461 authorizes the parties to enter into agreements to execute undertakings like the one contemplated by this memorandum; and

**WHEREAS**, all parties hereto agree that continuing a regional approach to the management and provision of raw water resources is beneficial and cost-effective; and

**WHEREAS**, one or more of the parties intend to enter into an agreement to construct a new raw water transmission main ("system improvements") within the existing LCFWSA easement/right-of-way and that would generally extend 14 miles from the LCFWSA pump station at Kings Bluff to the LCFWSA ground tank in Brunswick County; and

**WHEREAS**, the parties have agreed to enter into a separate agreement that defines ownership of the main, and that design costs associated with the System improvements will be attributed to the parties based on capacity allocated in the expanded system; and



**WHEREAS**, implementation of water treatment options that may require additional raw water are under consideration; and

**WHEREAS**, the system allocation increase resulting from the system improvements are anticipated to be 41 MGD based on a 54-inch pipeline;

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

1. LCFWSA, CFPUA, Brunswick, and Pender agree that the pipeline shall be a 54-inch pipe.
2. The parties agree that the maximum safe yield available for allocation among the parties after expansion is an additional 41 MGD.
3. Capacity created by the 54-inch pipe shall be apportioned as set out in the allocation charts below. If Pender County exercise the option set forth in paragraph 4, then its 5MGD share will be subtracted from Brunswick County's share and the allocations for CFPUA and LCFWSA shall remain the same in either circumstance.

#### **ALLOCATION AFTER EXPANSION – PENDER OPTION NOT EXERCISED**

<b>Participant</b>	<b>MGD Safe Yield (existing line + new line)</b>	<b>% Safe Yield in System **</b>	<b>Project % ***</b>
Brunswick	(24 +26) 50	$(50/96) \times 100$ 52.08	63.415
CFPUA*	(23 +15) 38	$(38/96) \times 100$ 39.58	36.585
Pender	(6+ 0) 6	$(6/96) \times 100$ 6.25	0
LCFWSA	(2+0) 2	$(2/96) \times 100$ 2.08	0
<b>Total</b>	<b>96</b>	<b>100</b>	<b>100</b>

#### **ALLOCATION AFTER EXPANSION – PENDER OPTION EXERCISED**

<b>Participant</b>	<b>MGD Safe Yield</b>	<b>% Safe Yield in System **</b>	<b>Project % ***</b>
Brunswick	45	46.88	51.220
CFPUA*	38	39.58	36.585
Pender	11	11.46	12.195
LCFWSA	2	2.08	0
<b>Total</b>	<b>96</b>	<b>100</b>	<b>100</b>

\*10 MGD of CFPUA safe yield comes through CFPUA Raw Water Pump Station and 38 MGD through pipeline, therefore system and project percentage calculations use 38 MGD.

**\*\*Calculations based on 96 MGD of total safe yield in LCFWSA system**

**\*\*\*The formula for project percentage is the new line safe yield per participant divided by the total new line safe yield of 41 MGD. For example, Brunswick's percentage of the project is its 26 MGD of the new line, divided by the 41 MGD total safe yield of the new line ( $26 / 41 = 63.415$ ). Similarly, CFPUA has 15 MGD of new line yield, which when divided by 41 MGD results in a total project percentage of  $15/41=36.585$ .**

4. **PENDER OPTION**. Upon completion of the system improvements, Brunswick agrees to provide the following raw water capacity purchase option to Pender:
  - a. Brunswick agrees to provide 5 MGD of the 50 MGD safe yield (or pro-rated amount if the total safe yield of 106 MGD is adjusted up or down) to Pender provided that Pender provides notification to Brunswick by July 1, 2028. Notification shall be by Resolution adopted by the Pender County Board of Commissioners.
  - b. In the event Pender exercises the Purchase option by July 1, 2028, Pender agrees to reimburse the County for all costs associated with the purchased capacity, currently estimated to be 12.195% of the 54-inch, 14-mile project construction cost including, but not limited to, the cost of capital, financing, engineering, land, and legal costs. Pender shall either:
    - i. provide full, lump sum payment to Brunswick for amounts paid by Brunswick for that amount of capacity to that point, and take over the corresponding share of future debt service payments, or
    - ii. it may choose to purchase capacity from Brunswick County in 2028 and repay Brunswick County for the debt service that the county paid in years 2022-2027 over the remaining life of the financing term.
  - c. Pender shall pay or execute a payment arrangement consistent with this memorandum within 90 days of Brunswick receiving the resolution to exercise the purchase option, or Pender's right to purchase capacity shall be forfeit. If Pender does not exercise the option by July 1, 2028, Brunswick County is not obligated to sell or otherwise transfer any raw water allocation to Pender.
5. Actual cost per gallon shall be calculated as the total project cost for design and construction, divided by the additional capacity created by the system improvements.
6. Actual project costs shall be proportionally shared by Brunswick and CFPUA, each entity shall pay the same dollar per gallon rate for allocated capacity based on the allocation table above.



7. System improvements included as part of the construction contract that do not add additional capacity will be paid by LCFWSA.
8. Any party may elect not to proceed with the project based on funding commitments prior to award of a construction contract.
9. The parties may elect to sell allocated capacity at no less than the actual cost per gallon rate resulting from the project.
10. **Amendment.** This Agreement may be amended or modified only by written amendments that are approved and signed on behalf of the parties in the same manner as original adoption.
11. **Binding on Successors and Assigns.** All covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
12. **No Third-Party Beneficiaries.** Nothing in this Agreement shall give any person other than the parties any rights to enforce any provision of this Agreement. There are no intended third-party beneficiaries of this Agreement.
13. **Immunity Not Waived.** The Agreement is governmental in nature and for the benefit of the public and is not intended to be for private profit or gain. The parties hereto do not intend to waive their sovereign immunity by reason of this Agreement.
14. **Continuing Obligation.** The parties will make and execute all further instruments and documents required to complete the terms of this Agreement.
15. **Reference.** Use of the neuter includes feminine and masculine, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Agreement.
16. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties relating the project as described herein and supersedes all prior discussions and written and oral agreements with respect thereto.
17. **Savings Clause.** If any section, subsection, paragraph, sentence, clause phrase or portion of this is for any reason held invalid, unlawful, or unconstitutional by any court of competent

17. **Enforcement.** It is recognized that the parties' remedies at law may not be adequate in the event of a breach of this Agreement. Accordingly, the parties agree that specific performance of this Agreement is a proper remedy in the event of a breach or default.

18. **Non-Waiver of Rights.** Any party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

19. **Multiple Counterparts.** Multiple counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and which together shall constitute but one Agreement.

IN WITNESS HEREOF, the parties hereto have caused the execution of this Agreement, in triplicate originals, under seal, and by authority duly given, this the 11<sup>th</sup> day of February, 2019.

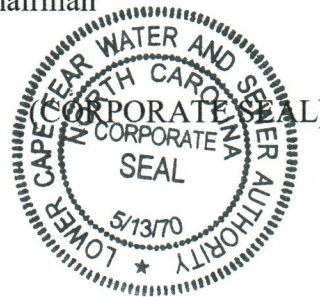
LOWER CAPE FEAR WATER & SEWER AUTHORITY

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

Wayne Edge, Chairman

Attest:

\_\_\_\_\_  
Trent Burroughs, Secretary



Approved as to form:

\_\_\_\_\_  
John C. Wessell

Attorney for LCFWSA

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

\_\_\_\_\_  
Financial Officer, LCFWSA

STATE OF NORTH CAROLINA,  
COUNTY OF BRUNSWICK.

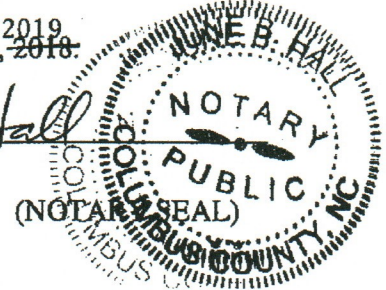


I, June B. Hall, a Notary Public of the state of North Carolina and the county of Columbus, certify that Trent Burroughs appeared before me and acknowledged that he is the Secretary of the Lower Cape Fear Water & Sewer Authority, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 11th day of February, ~~2018~~ <sup>2019</sup>.

June B. Hall  
Notary Public JUNE B. HALL

My Commission Expires: 09-25-2023



CAPE FEAR PUBLIC UTILITY AUTHORITY

By: William A. Norris  
William A. Norris, Chairman

Attest:

Jennifer H. Adams  
Jennifer H. Adams, Secretary

Approved as to form:

Linda A. Miles  
Linda A. Miles  
Attorney for CFPUA

(CORPORATE SEAL)



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

John McLean  
John McLean, Financial Officer, CFPUA

STATE OF NORTH CAROLINA,  
COUNTY OF NEW HANOVER.



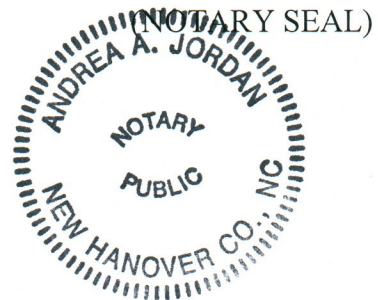
STATE OF NORTH CAROLINA,  
COUNTY OF NEW HANOVER.

I, Andrea A. Jordan, a Notary Public of the state and county aforesaid,  
certify that ~~C. Lawrence Sneed~~ <sup>Jennifer H. Adams</sup> appeared before me and acknowledged that he is the Secretary  
of the Cape Fear Public Utility Authority, and that by authority duly given and as the act of the  
Board, the foregoing instrument was signed in its name by the Chairman, sealed with its  
corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 13 day of March, 2018.

Andrea A. Jordan  
Notary Public

My Commission Expires: 1/5/20

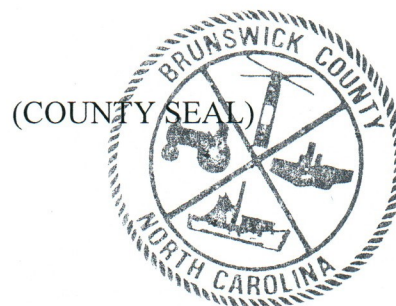


BRUNSWICK COUNTY, NORTH CAROLINA

By: [Signature]  
Frank Williams Commissioner, Chairman

Attest:

Andrea White  
Andrea White, Clerk



Approved as to form:  
[Signature]  
Brunswick County Attorney

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

Julie G. Miller  
Financial Officer, Brunswick County, North Carolina

Financial Officer, Brunswick County, North Carolina

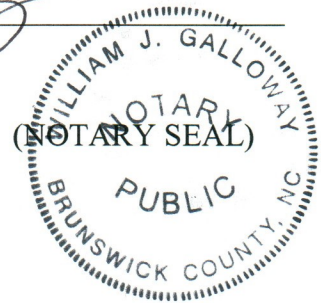
STATE OF NORTH CAROLINA,  
COUNTY OF BRUNSWICK.

I, William J. Galloway, a Notary Public of the state and county aforesaid, certify that Andrea White appeared before me and acknowledged that she is the Clerk to the Brunswick County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and notarial seal, this the 18<sup>th</sup> day of February, 2018.9

William J. Galloway  
Notary Public

My Commission Expires: 11/22/2020



PENDER COUNTY, NORTH CAROLINA

By: George Brown  
George Brown, Chairman

Attest:

Melissa Long  
Melissa Long, Clerk



Approved as to form:

G. G. Zuh  
Pender County Attorney

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

Andrea Miller  
Financial Officer, Pender County, North Carolina

STATE OF NORTH CAROLINA,

COUNTY OF PENDER.

I, Tasha Herring-Redd, a Notary Public of the state and county aforesaid, certify that Melissa Long appeared before me and acknowledged that she is the Clerk to the Pender County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and notarial seal, this the 8 day of February, 2018.<sup>9</sup>

Tasha Herring-Redd  
Notary Public

My Commission Expires: 3/18/2023

(NOTARY SEAL)

**STATE OF NORTH CAROLINA**

**COUNTIES OF BRUNSWICK, NEW HANOVER**

**INTERLOCAL AGREEMENT  
REGARDING RAW WATER PIPELINE DESIGN, CONSTRUCTION AND  
OWNERSHIP**

THIS INTERLOCAL AGREEMENT (hereinafter, "Agreement"), entered into this the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between, LOWER CAPE FEAR WATER & SEWER AUTHORITY (hereinafter "LCFWASA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A, CAPE FEAR PUBLIC UTILITY AUTHORITY (hereinafter "CFPUA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A; BRUNSWICK COUNTY, a political subdivision of the State of North Carolina (hereinafter "Brunswick");

**WITNESSETH:**

**WHEREAS**, LCFWASA and CFPUA own existing raw water transmission mains and raw water systems running from intake sites in Bladen County to New Hanover County, North Carolina; and

**WHEREAS**, all parties hereto agree that it is beneficial to have additional raw water capacity and redundancy to support regional growth and the wellbeing of the parties' customers; and

**WHEREAS**, the N.C.G.S § 160A-461 authorizes the parties to enter into agreements to execute undertakings like the one contemplated by this memorandum; and

**WHEREAS**, CFPUA intends to enter into agreements to design and construct a new raw water transmission main and related infrastructure within the existing LCFWASA easement/right-of-way and that would generally extend 14 miles from the LCFWASA pump station at Kings Bluff to the LCFWASA ground storage tank in Brunswick County (such construction referred to herein as the "System Improvements" or the "Project"); and

**WHEREAS**, the parties have agreed to enter into an agreement defining ownership of the System Improvements, and providing that design costs associated with the System Improvements will be attributed to the parties based on capacity allocated in the System Improvements; and

**WHEREAS**, LCFWASA, CFPUA, Brunswick and Pender Counties previously entered into a Memorandum of Understanding establishing the size of the new water main as 54 inches in diameter; and that the maximum safe yield available for allocating among the parties is an additional 41 million gallons per day after completion of the System Improvements; and

**WHEREAS**, this agreement sets forth the responsibilities of the parties for design and construction of the System Improvements and establishes cost reimbursement procedures and capacity allocation as well as ownership of the System Improvements among the parties;

**WHEREAS**, Brunswick and CFPUA intend to finance their proportionate share of the engineering and construction costs associated with the System Improvements through separate issuance of revenue bonds;

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

- 1. Incorporation of Recitals:** The recitals set forth hereinabove are incorporated herein and made a part of this agreement.
- 2. Project Construction Contract:** The System Improvements as defined hereinabove include those improvements defined in the plans and specifications submitted by McKim and Creed, Inc. and approved by Brunswick County, CFPUA, and LCFWSA for the Construction Project. CFPUA shall bid the Project in accordance with North Carolina law and CFPUA's purchasing policy. The result of the bid process shall be one single contract for the installation of the System Improvements. LCFWSA, CFPUA, and Brunswick shall have the right to review and approve the bids and scope of work to ensure the bid is within reasonable amounts budgeted by all parties.
- 3. Brunswick's Capacity Allocation:** Upon completion of the System Improvements, Brunswick's capacity allocation within the LCFWASA Total Raw Water System made of the now existing system and the System Improvements (the "Total Raw Water System") will be 52.08% of the total LCFWASA raw water system capacity. The estimated allocation to Brunswick County upon completion of the System Improvements shall be increased by 26 MGD to 50 MGD.
- 4. CFPUA's Capacity Allocation:** Upon completion of the System Improvements, CFPUA's capacity allocation within the LCFWASA Total Raw Water System will be 39.58% of the Total LCFWASA Raw Water System capacity. The estimated allocation to CFPUA upon completion of the System Improvements shall be increased by 15 MGD to 38 MGD.
- 5.** All parties acknowledge that the North Carolina Division of Environmental Quality has set a total withdrawal amount of 106 million gallons per day from the Cape Fear River during low flow periods just upstream of Lock and Dam #1 in East Arcadia, Bladen County. Upon completion of the System Improvements, all parties acknowledge distribution of the safe yield as follows:

Brunswick County	50 mgd
CFPUA	48 mgd (38 mgd in LCFWSA system & 10 mgd in CFPUA system)

Pender County	6 mgd
LCFWSA	2 mgd
TOTAL	106 mgd

In the event that the North Carolina Division of Environment Quality revises the safe yield in the future, all parties agree that the safe yield amount for each utility will be adjusted proportionately. All parties acknowledge that upon completion of the System Improvements, the Total Raw Water System is fully allocated and any future allocation requests, whether additional capacity allocations to existing customers or new allocations to new customers, is possible only by additional system improvements and an increase of the safe yield capacity. Any additional capacity allocations shall be made only upon 1) the construction of necessary improvements by the requestor(s), the cost of said improvements borne by the requestor(s), and 2) payment of a system development charge to, and agreed upon by, Brunswick, CFPUA, Pender, and LCFWSA for the use of existing facilities that benefit or enable the new allocated capacity; said payment to each utility shall be based on a pro rata share of system capacity.

- 6. System Ownership:** Until such time as the System Improvements construction is completed, CFPUA shall own the percentage of the constructed System Improvements calculated by dividing the total Construction Project Cost unreimbursed by Brunswick by the total Construction Project Costs paid by CFPUA to complete the System Improvements and multiplying that ratio by 100.

Until such time as the System Improvements construction is completed, Brunswick shall own the percentage of the constructed System Improvements calculated by dividing the total Construction Project Cost reimbursed to CFPUA by Brunswick, by the total Construction Project Costs paid by CFPUA to complete the System Improvements and multiplying that ratio by 100.

Ownership of the System Improvements after construction is completed will be based on the percentage of the estimated 41 MGD of new capacity allocated to each entity as a result of the project. CFPUA will own 36.585 percent of the System Improvements, and Brunswick will own 63.415 percent of the System Improvements at the time construction is completed, and all Project cost reimbursements required to be paid by Brunswick to CFPUA have been paid.

Ownership of the system improvements will automatically transfer to LCFWASA when all bonded indebtedness and any refinance of such indebtedness used to pay for construction of the System Improvements is paid in full. However, capacity allocated by this agreement will remain allocated to CFPUA and Brunswick as described herein. However, nothing shall



prevent CFPUA or Brunswick from selling a portion of their allocation with approval from LCFWASA.

- 7. Operation and Maintenance.** LCFWASA will be responsible for operation and maintenance of the System Improvements once construction of the System Improvements is completed to the written satisfaction of the three parties to this agreement.
- 8. Design and Bidding Costs.** CFPUA will pay all engineering costs associated with design, contractor prequalification, and bidding for the system improvements. During the design and bidding phase of the project CFPUA has previously been invoicing Brunswick for one half of the engineering cost associated with design and bidding. Within 60 days of execution of a construction contract by CFPUA, Brunswick will reimburse to CFPUA the remainder of its total share of these engineering costs after being invoiced by CFPUA. Brunswick's total share of engineering costs associated with the system improvements is 63.415 percent of the design and bidding cost. The remaining 36.585 percent of the design and bidding costs will be paid by CFPUA.
- 9. Construction Project Costs.** Construction Project Costs include construction costs, construction engineering administration, observation and inspection fees, and costs associated with quality assurance testing. Final construction costs will be based on actual installed quantities. To the extent that any work conditions require mitigation or other work, the Parties will determine the responsibility for such costs in good faith, using commercially reasonable judgment, and based on the respective benefits to the LCFWASA, CFPUA and Brunswick. Construction Project Costs are estimated to total \$63,900,000 including a 15 percent construction contingency, and Brunswick will reimburse CFPUA for 63.415 percent of project cost estimated to be \$40,522,185. CFPUA will be responsible for 36.585 percent of the project cost estimated to be \$23,377,815.
- 10. Real Estate.** LCFWASA will permit CFPUA, to the extent permitted by applicable law, to use its existing easements for construction of the System Improvements. Additionally, LCFWASA will be responsible for securing the five additional required easements identified by McKim & Creed prior to the date of execution of this agreement. The acquisition of any other easements in connection with construction of the System Improvements shall be the responsibility of CFPUA and/or Brunswick. LCFWASA hereby appoints CFPUA as its agent for the sole purpose of constructing the System Improvements within the easements controlled by LCFWASA. To the fullest extent permitted by law, CFPUA and Brunswick County shall release, indemnify, keep and save harmless LCFWASA, its agents, officials and employees, from any and all responsibility or liability for any and all claims and damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, or employees of LCFWASA or

third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the negligent acts or omissions or claimed negligent acts or omissions of CFPUA, its contractor, agents, officials and employees in the construction and installation of the System Improvement as provided for herein, whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CFPUA, its contractor, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against LCFWASA, its contractor, agents, officials and employees including alleged injury to the business of any claimant and based on the negligent acts or omissions or claimed negligent acts or omissions of CFPUA, its contractor, agents, officials and employees and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. The provisions of this Section 10 shall not apply to claims, damage or injury of any kind resulting from the sole negligence of LCFWASA.

**11. Construction claims.** Any claims for this project shall be considered a project cost and included in the Construction Project Costs defined in Section 9.

**12. Administration and Inspection of the Work.** Upon award of a construction contract, CFPUA shall provide contract administration and administer the System Improvements which shall include the 54-inch pipeline construction. CFPUA shall be responsible for the construction administration, inspection, and materials testing required for the Project. LCFWSA, CFPUA, and Brunswick shall have the right to inspect all work at any time during construction. Monthly construction progress meetings will be conducted at 235 Government Center Drive and the Contractor and all parties will be invited to attend. Submittals, RFI's, Progress Schedule, and Pay Applications will be reviewed and approved by the Engineer and CFPUA. Work Change Directives (WCD) and Change Orders to the construction contract shall be reviewed by the Engineer and CFPUA. CFPUA and Engineer shall make a recommendation for the change of project's Scope of Work to LCFWSA and Brunswick and receive approval from both parties before approving additional scope and/or cost to the Construction Contract. Upon completion of construction, CFPUA shall provide as-built construction drawings to LCFWASA and Brunswick (digital and one set of drawings).

**13. Project Schedule** The project schedule for the system improvements is generally as outlined below:

Advertise request for bidder prequalification	May 28, 2019
Advertise for construction bids	July 1, 2019
Construction bid opening	August 27, 2019
CFPUA & Brunswick obtain LGC approval for bond issuance	October 1, 2019



CFPUA execution of construction contract contingent on bond funding	October 9 – December 24, 2019
Close bond sale	October 1 – December 24, 2019
Issue Notice to Proceed to contractor	October 9 – December 24, 2019
Final contract completion 33 months after NTP	No later than September 8, 2022

**14. Project Management Fee:** CFPUA will assign a project manager to provide project management and administration services necessary through final completion of construction associated with the System Improvements. Brunswick agrees to reimburse to CFPUA direct project management cost within 60 days of award of a construction contract after being invoiced by CFPUA. Brunswick's share of CFPUA's project management cost is based on 63.415 percent of project ownership, a thirty-month construction project duration, and a CFPUA Senior Project Manager annual salary including benefits of \$92,000 totaling \$145,854.00\*

$$* (.63415) \times (\$92,000) \times (30/12 \text{ months}) = \$145,854.00$$

**15. Invoicing and Reimbursement.** CFPUA shall require the Contractor and Engineer to submit monthly invoices for completed work in accordance with the engineering service agreement and construction contract terms. Upon verification of completed units of work by CFPUA, progress payments to the Contractor and Engineer or other vendors will be issued. CFPUA will invoice Brunswick monthly for its portion of completed Project costs. Copies of all approved construction contract pay requests, engineering invoices and other Construction Project Cost documentation will be provided with each invoice to document completed work. Brunswick shall reimburse to CFPUA its portion of completed Construction Project Costs within thirty (30) days of the receipt thereof. Actual project costs shall be proportionally shared by Brunswick and CFPUA.

#### **16. Cancellation.**

Should CFPUA or Brunswick elect not to proceed with construction of the System Improvements prior to execution of a construction contract, CFPUA and Brunswick shall equally share the engineering design and bidding costs associated with the System Improvements.

Should CFPUA or Brunswick elect not to proceed with construction of the System Improvements after a construction contract has been executed, the party electing not to proceed shall continue to be responsible for its share of all damages and Construction Project Costs as outlined above, including but not limited to the issuance of bonds and the costs to complete the System Improvements.

- 17. Term.** This Agreement shall become effective upon the execution by the LCFWASA, CFPUA, and Brunswick and shall remain in effect until ownership of the System Improvements is transferred to LCFWASA.
- 18. Amendment.** This Agreement may be amended or modified only by written amendments that are approved and signed on behalf of the parties in the same manner as original adoption.
- 19. Binding on Successors and Assigns.** All covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 20. No Third-Party Beneficiaries.** Nothing in this Agreement shall give any person other than the parties any rights to enforce any provision of this Agreement. There are no intended third-party beneficiaries of this Agreement.
- 21. Immunity Not Waived.** The Agreement is governmental in nature and for the benefit of the public and is not intended to be for private profit or gain. The parties hereto do not intend to waive their sovereign immunity by reason of this Agreement.
- 22. Continuing Obligation.** The parties will make and execute all further instruments and documents required to complete the terms of this Agreement.
- 23. Reference.** Use of the neuter includes feminine and masculine, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Agreement.
- 24. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties relating the project as described herein and supersedes all prior discussions and written and oral agreements with respect thereto.
- 25. Savings Clause.** If any section, subsection, paragraph, sentence, clause phrase or portion of this is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.
- 26. Enforcement.** It is recognized that the parties' remedies at law may not be adequate in the event of a breach of this Agreement. Accordingly, the parties agree that specific performance of this Agreement is a proper remedy in the event of a breach or default.
- 27. Non-Waiver of Rights.** Any party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof, or the

acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

**28. Multiple Counterparts.** Multiple counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and which together shall constitute but one Agreement.

IN WITNESS HEREOF, the parties hereto have caused the execution of this Agreement, in triplicate originals, under seal, and by authority duly given, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**LOWER CAPE FEAR WATER & SEWER AUTHORITY**

By: \_\_\_\_\_  
Wayne Edge, Chairman

Attest:

\_\_\_\_\_  
Trent Burroughs, Secretary (CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
John C. Wessell  
Attorney for LCFWASA

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

\_\_\_\_\_  
Financial Officer, LCFWSA

**STATE OF NORTH CAROLINA,  
COUNTY OF BRUNSWICK**

I, \_\_\_\_\_, a Notary Public of the state and county aforesaid, certify that Trent Burroughs appeared before me and acknowledged that he is the Secretary of the Lower Cape Fear Water & Sewer Authority, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ (NOTARY SEAL)

**CAPE FEAR PUBLIC UTILITY AUTHORITY**

By: \_\_\_\_\_  
William A. Norris, Chairman

Attest:

\_\_\_\_\_  
Jennifer H. Adams, Secretary

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
Linda A. Miles  
Attorney for CFPUA

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

\_\_\_\_\_  
John McLean, Financial Officer, CFPUA

**STATE OF NORTH CAROLINA,  
COUNTY OF NEW HANOVER**

I, \_\_\_\_\_, a Notary Public of the state and county aforesaid, certify that Jennifer H. Adams appeared before me and acknowledged that she is the Secretary of the Cape Fear Public Utility Authority, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ (NOTARY SEAL)

**BRUNSWICK COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
Frank Williams Commissioner, Chairman

Attest:

\_\_\_\_\_  
Andrea White, Clerk

(COUNTY SEAL)

Approved as to form:

\_\_\_\_\_  
Brunswick County Attorney  
This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act.

\_\_\_\_\_  
Financial Officer, Brunswick County, North Carolina

**STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK**

I, \_\_\_\_\_, a Notary Public of the state and county aforesaid, certify that Andrea White appeared before me and acknowledged that she is the Clerk to the Brunswick County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ (NOTARY SEAL)



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**Action Item # VIII. - 1.**

**From:**

Andrea White

Annual Board Appointments

**Issue/Action Requested:**

Request that the Board of Commissioners approve several board appointments as presented.

**Background/Purpose of Request:**

A list of annual board appointments was presented to the Board of Commissioners at their regular meeting on June 17, 2019. Several individuals were appointed to serve on various boards/committees for terms beginning July 1, 2019. A total of 14 seats remained unfilled following that meeting. The individuals presented at this meeting for the Board's consideration have indicated a willingness to serve and have met the eligibility requirements established by the Board.

**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 several board appointments as presented.

**ATTACHMENTS:**

Description

- ▣ 2019 Annual Board Appointments

Board	Title	First Name	Last Name	District	New Exp Date	Term
Library Board of Trustees				2	6/30/2022	3 yrs
Equalization & Review Board				3	6/30/2021	2 yrs
Tourism Development Authority				4	6/30/2022	3 yrs
Tourism Development Authority				5	6/30/2022	3 yrs
Brunswick-Columbus International Park, Inc.				N/A	6/30/2022	3 yrs
Home & Community Care Block Grant Committee				N/A	6/30/2020	1 yr
Home & Community Care Block Grant Committee				N/A	6/30/2020	1 yr
Juvenile Crime Prevention Council	Ms.	Sharon	Flucker	N/A	6/30/2021	2 yrs
Juvenile Crime Prevention Council				N/A	6/30/2021	2 yrs
Planning Board				At-Large	6/30/2022	3 yrs
Substance Use & Addiction Commission				At-Large	6/30/2023	4 yrs
Tourism Development Authority				SBI Chamber	6/30/2022	3 yrs
Voluntary Agricultural District Board				Farm Bureau	6/30/2022	3 yrs
Parks & Recreation				1	6/30/2020	Unexpired





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 1, 2019**

**From:**  
Andrea White

**Action Item # X. - 1.**

Closed Session - Approve Closed Session Minutes and Discuss Personnel

**Issue/Action Requested:**

Request that the Board of Commissioners enter in Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(6) to discuss personnel.

**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 in Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(6) to discuss personnel.