

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

**April 6, 2020  
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 - Courts - Continuation of Operations

Request that the Board of Commissioners approve the County's portion of the Memorandum of Agreement (MOA) for Courts - Continuation of Operations Plan (C-COOP Plan).

2. Administration - Surplus Property Offers for Upset Bid Process

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

3. Board Appointment - Southport Planning Board ETJ Appointment

Request that the Board of Commissioners approve the recommended appointment of Christopher W. Jones as an extraterritorial jurisdiction (ETJ) appointee to the Southport Planning Board.

4. Clerk to the Board - Meeting Minutes

Request that the Board of Commissioners approve the minutes from the March 15, 2020 Emergency Meeting and the March 16, 2020 Regular Meeting.

5. County Attorney - Declaration of Surplus Property

Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

6. Finance - Brunswick County Schools Carolina Furnishings and Designs Purchase

Carolina Furnishings and Designs state contract number 420A has been working with staff to secure optimal pricing and proper configuration of school office and classroom furnishings at the new Town Creek Middle School. The quote for furnishings is below state contract prices at \$495,677.84.

Brunswick County Board of Education approved the quote and purchase requisition for forward to the County of Brunswick approval and signature on March 31, 2020. This purchase falls within the Bond Referendum Project fund allocations for these projects.

7. Finance - Fiscal Items

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

**-Budget Amendment Social Services Additional LIEAP Funding**

Appropriate \$11,750 of additional federal low income home energy assistance funding for the December 2019 thru May 2020 service months.

**-Budget Amendment Sheriff's Office Insurance Proceeds**

Appropriate \$28,000 of insurance proceeds for repair of damaged vehicles.

**-Budget Amendment Energy Neighbors Additional Funding**

Appropriate \$3,791 additional state revenues restricted for the Duke Energy Progress-Energy Neighbor Fund for service months June 2019 thru May 2020.

8. Health and Human Services - Health Services - FY 20-21 State Consolidated Agreement Approval

Request that the Board of Commissioners review and approve the consolidated agreement for FY 20-21 between the State of North Carolina and Brunswick County Health Services.

9. Human Resources - FFCRA Policy

Request that the Board of Commissioners adopt the Families First Coronavirus Response Act Policy retro-active to April 1, 2020.

10. Sheriff's Office - Ratification of a Detention Center Emergency Purchase

Request that the Board of Commissioners ratify an emergency purchase from a sole vendor for the Detention Center to include the approval of a resolution authorizing the purchase under sole source exception to formal bidding requirements.

11. Utilities - Lower Cape Fear Water and Sewer Authority Revised Operation and Maintenance Agreement

Request that the Board of Commissioners approve the Operation and Maintenance Agreement with Lower Cape Fear Water and Sewer Authority.

12. Utilities - Old Mill Road Force Main Project Final Adjusting Change Order No. 1

Request that the Board of Commissioners approve Final Adjusting Change Order No. 1 with STEP Construction for construction of the Old Mill Road Force Main Project. The change order is deductive in the amount of \$19,274.92. This decreases the contract value from \$479,000.00 to \$459,725.08.

**VI. Presentation**

1. Human Resources - Employee Health Benefits (Melanie Turrise, Human Resources Director)

Request that the Board of Commissioners receive information on employee benefits.

**VII. Administrative Report**

1. County Attorney - Electronic Meeting Participation During a State of Emergency (Bob Shaver, County Attorney)

Request the Board consider adoption of an ordinance amendment to the Local of Rules of Procedure of the Brunswick County Board of Commissioners to allow electronic participation in meetings with less than a physical quorum present during a state of emergency.

2. Emergency Services - Central Square Technologies Software Proposal Approval (Ed Conrow, Emergency Services Director)

Request the Board of Commissioner approve a service agreement for Central Square Technologies to supply Central Square Public Safety Suite Pro public safety software solution for Emergency Services, subject to final approval of contract form by the County Attorney's office.

3. Health and Human Services - Social Services - Emergency Funding Increase to Brunswick Family Assistance (David Stanley, HHS Executive Director)

Request that the Board of Commissioners approve the request for \$30,000 in

additional funding for Brunswick Family Assistance (BFA) to support their COVID-19 response.

**VIII. Other Business/Informal Discussion**

**IX. Adjournment**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

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

**From:**

Andrea White

Administration - Courts - Continuation of Operations

**Issue/Action Requested:**

Request that the Board of Commissioners approve the County's portion of the Memorandum of Agreement (MOA) for Courts - Continuation of Operations Plan (C-COOP Plan).

**Background/Purpose of Request:**

The purpose of the C-COOP Plan is to assure continuity of operations and administration of justice in the event of an emergency situation that disrupts the health and safety of court personnel or facilities. Due to personnel changes, it is necessary to update certain information contained in the Courts C-COOP Plan.

**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 County's portion of the Memorandum of Agreement (MOA) for Courts - Continuation of Operations Plan (C-COOP Plan).

**ATTACHMENTS:**

Description

- ▣ March 2020 Courts-Continuation of Operations Plan





# COURTS-CONTINUATION OF OPERATIONS BRUNSWICK COUNTY

PREPARED BY  
MELANIE H CLARK  
MARCH 2020



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## **About the North Carolina Judicial Branch**

The mission of the North Carolina Judicial Branch is to protect and preserve the rights and liberties of all the people as guaranteed by the Constitutions and laws of the United States and North Carolina by providing a fair, independent and accessible forum for the just, timely and economical resolution of their legal affairs.

## **About the North Carolina Administrative Office of the Courts**

The mission of the North Carolina Administrative Office of the Courts is to provide services to help North Carolina's unified court system operate more efficiently and effectively, taking into account each courthouse's diverse needs, caseloads, and available resources.



## PREFACE

The following blank C-COOP template is designed for users to complete each section of the plan. This template is a model created with guidance from the National Center for State Courts, input from former P-COOPS (Pandemic-Continuation of Operations Plans) which have been completed by each county along with suggestions from those who have used their county's C-COOP for all types of emergencies, outages and other reasons.

This template and the C-COOP guide is available for each individual county to begin conversations with all internal to their county Judicial Branch offices and county officials then tailor it for their specific needs.



## Brunswick County C-COOP - Leader and Alternates

	COOP Leader	Alternate 1	Alternate 2	Alternate 3
<b>Name/Title</b>	Melanie H Clark, Assistant Clerk	Michelle Caulk, Assistant Clerk	Lisa Sellers, Judicial Assistant	Nicole Hewett, Magistrate
<b>Telephone 1</b>	C: 910-231-1288  W: 910-253-3351	C: 910-664-6704  W: 910-253-3122	C: 910-599-7016  W: 910-253-4433	C: 910-619-5265  W: 910-253-4485
<b>Telephone 2</b>	910-231-0293 (husband's cell)			
<b>Email 1</b>	<u>Melanie.H.Clark@ nccourts.org</u>	<u>Michelle.C.Caulk@ nccourts.org</u>	Lisa.P.Sellers@ Nccourts.org	Nicole.Hewett@ Nccourts.org
<b>Email 2</b>	<u>Melanie.H.Clark@gmail.com</u>	<u>Michelle.Caulk@gmail.com</u>	lpsellers1@ yahoo.com	
<b>Other</b>				

Nicole Hewett  
Email 2 nrh1978@  
yahoo.com



## Brunswick County C-COOP - Committee Members August 2019

*\*This list is meant to get the local committee started and is not meant to be exhaustive. It should be tailored to each county's individual court needs.*

	Name	Telephone 1	Telephone 2	Email
C-COOP Leader	Melanie H Clark	C: 910-231-1288	W: 910-253-3351 910-231-0293 (husband's cell)	<a href="mailto:Melanie.H.Clark@nccourts.org">Melanie.H.Clark@nccourts.org</a>
District Court Representative	Lisa P Sellers	C: 910-599-7016	W: 910-253-4433	<a href="mailto:Lisa.P.Sellers@nccourts.org">Lisa.P.Sellers@nccourts.org</a>
CSC Representative	James J MacCallum	C: 910-471-7262	W: 910-253-3392	<a href="mailto:James.J.MacCallum@nccourts.org">James.J.MacCallum@nccourts.org</a>
Magistrate Representative	Nicole Hewett	C: 910-253-5265		<a href="mailto:Nicole.Hewett@nccourts.org">Nicole.Hewett@nccourts.org</a>
GAL Representative	Jeff Maidment	C: 910-384-2213 H: 910-579-4000	W: 910-253-4511	<a href="mailto:Jeffrey.W.Maidment@nccourts.org">Jeffrey.W.Maidment@nccourts.org</a>
DA Representative	Ashley Bullard		W: 910-253-4070	<a href="mailto:Ashley.N.Bullard@nccourts.org">Ashley.N.Bullard@nccourts.org</a>
County Manager Representative	Steve Stone		W: 910-253-2015	<a href="mailto:steve.stone@brunswickcountync.gov">steve.stone@brunswickcountync.gov</a>
Sherriff Representative	Malcolm Long	C: 910-880-4836		<a href="mailto:deputytaz@gmail.com">deputytaz@gmail.com</a>
Fire Representative	Andrew Thompson	W:910-253-2041	C: 910-279-2764	<a href="mailto:andrew.thompson@brunswickcountync.gov">andrew.thompson@brunswickcountync.gov</a>
Emergency Management	Scott Garner	W:910-253-2577	C: 910-515-4900	<a href="mailto:Scott.garner@brunswickcountync.gov">Scott.garner@brunswickcountync.gov</a>

Nicole Hewett  
Telephone #2 910 4195265



## Phone Tree

Judge Ussery ----- James MacCallum ----- Judge Lewis

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|

Melanie Clark  
(will notify all of the following)

Administrative Office of the Courts Helpdesk

Malcolm Long, BCSO

Michelle Ingram &  
Kristin Walsh, Superior Court Judges Office

Lisa Sellers, District Court Judges Office

Nicole Hewett, Magistrates Office

Chance Lambeth &  
Pam Neville, Congressman Rouzer's Office

CSC Department Supervisors  
(Supervisors then notify their staff)

Meagan Kascsak, Brunswick County  
(requesting press releases)

**(If Melanie Clark is unable to notify, Michelle Caulk will)**





## Brunswick County C-COOP - Essential Functions

*\*This list is meant to get the local committee started and is not meant to be exhaustive. It should be tailored to each county's individual court needs.*

Recovery Time	Function	Office to handle
1-2 days	Magistrate functions other than small claims	Magistrate (Possible Alternate Location)
	Issuance of domestic violence orders	Hope Harbor Office / Alternate County CSC / Brunswick County CSC (Possible Alternate Location)
	Involuntary commitments	Magistrate (Possible Alternate Location)
	Juvenile secure and non-secure custody orders	Brunswick County Court (Possible Alternate Location)
	Clerk accepting filings* and secured bonds	Brunswick County CSC or Magistrate (Possible Alternate Location)
	Probation violation preliminary hearing within seven days of the arrest	Brunswick County Courts (Possible Alternate Location)
	Order of new bond guidelines	Brunswick County Courts (Possible Alternate Location)
	First appearances	Brunswick County Courts (Possible Alternate Location) or Detention Facility
3-5 days	District criminal courts up and running for class 1A and 1 misdemeanors	Brunswick County Courts (Possible Alternate Location)
	Civil superior courts for hearing of isolation and quarantine review	Brunswick County Courts (Possible Alternate Location)
	Civil motions for TROs and injunctions	Brunswick County Courts (Possible Alternate Location)
	Approve Time/Leave for Payroll	Can be done remotely via internet
5-30 days	30 day review of isolation/quarantine orders	Brunswick County Courts (Possible Alternate Location)
	Video/audio conferencing capabilities implemented	N/A
Indefinite	Some civil superior court	Brunswick County Courts (Possible Alternate Location)



## Brunswick County C-COOP - Alternative Facilities Locations

*\*This list is meant to get the local committee started and is not meant to be exhaustive. It should be tailored to each county's individual court needs.*

Court Office	Primary Site	Secondary Site	Tertiary Site
Magistrate	Detention Facility	Columbus County Magistrate Office	Bladen County Magistrate Office
Clerk of Court	Brunswick Co Admin Bldg Commissioners Chambers 30 Government Center Dr NE, Bolivia NC 28422	1 Stone Chimney Rd SE Supply NC 28462	Leland Cultural Arts Center 1212 Magnolia Village Way Leland NC 28451
DA	1 Stone Chimney Rd SE Supply NC 28462	Columbus County District Attorney Office	Bladen County District Attorney Office
Courtroom that can include jury trial	Brunswick Co Admin Bldg Commissioners Chambers 30 Government Center Dr NE, Bolivia NC 28422	1 Stone Chimney Rd SE Supply NC 28462	Leland Cultural Arts Center 1212 Magnolia Village Way Leland NC 28451
Jury pool room and jury conference rooms	Brunswick Co Admin Bldg Commissioners Chambers 30 Government Center Dr NE, Bolivia NC 28422	1 Stone Chimney Rd SE Supply NC 28462	Leland Cultural Arts Center 1212 Magnolia Village Way Leland NC 28451
Judge's chambers	Brunswick Co Admin Bldg Commissioners Chambers 30 Government Center Dr NE, Bolivia NC 28422	1 Stone Chimney Rd SE Supply NC 28462	Leland Cultural Arts Center 1212 Magnolia Village Way Leland NC 28451
Trial Court Administrator	Brunswick Co Admin Bldg Commissioners Chambers 30 Government Center Dr NE, Bolivia NC 28422	1 Stone Chimney Rd SE Supply NC 28462	Leland Cultural Arts Center 1212 Magnolia Village Way Leland NC 28451
Public Defender	N/A	N/A	N/A
Guardian ad litem	Employees are able to work remotely, it is possible that no alternate location is required.	Columbus County GAL Office	Bladen County GAL Office





## MOU for ALTERNATIVE FACILITY

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### MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF ALTERNATIVE COURT FACILITIES IN BRUNSWICK COUNTY IN AN EMERGENCY

This Memorandum of Understanding is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between the undersigned senior resident superior court judge, chief district court judge, and Brunswick County. It is executed as part of emergency planning for Courts-Continuity of Operations (C-COOP), to ensure that in an emergency the court system continues to function in and for the citizens of Brunswick County.

The parties recognize that it is the County's duty at all times to provide an adequate facility for operation of the courts [G.S. 7A-302; G.S. 7A-304(a)(2)]; that advance planning is imperative so that if the courthouse becomes unsuitable for use, an alternative facility will be available in a timely way, without interruption of essential court functions; and that such continuity is vital for the safety and well-being of the citizens of Brunswick County, and the stability and protection of private and public interests during and after an emergency.

Therefore, the parties agree as follows:

1. Description of alternative facility: The alternative facilities to be used by the court are the Commissioners Chambers located at 30 Government Center Drive NE, Bolivia or Brunswick County owned facility located at 1 Stone Chimney Road SE, Supply NC.
2. Purpose of use: The facilities will be used to conduct official operations of the General Court of Justice. From the outset of an emergency, the facility will be needed to conduct essential court functions (those that cannot be delayed), including, by way of example only, preliminary proceedings in criminal cases, receipt and processing of papers and money by the Clerk, and conduct of time-critical proceedings in juvenile, commitment, domestic violence, and other civil or criminal cases. Depending on the length of the emergency, the court's use could extend to all functions of the General Court of Justice.
3. Initiation of use; examples of emergencies: Use of the alternative facilities will go into effect in an emergency situation at such time as the senior resident superior court judge may order, after consulting with the county manager, sheriff, chief district court judge, clerk of superior court, district attorney, public defender and any other court, county or state officials the senior resident deems necessary. Examples of emergency situations include, without limitation: fire; flood; storm, wind or water damage; extended loss of electrical power or other utilities necessary for safe and proper use of the courthouse; pandemic influenza or other health emergency; acts of terrorism or vandalism making the courthouse unusable for an extended period; serious safety or health conditions affecting the courthouse; or toxic chemical releases that require evacuation of the courthouse for an extended period.
4. Times and duration of use; ongoing meetings to resolve issues: The court may use the facilities 24 hours a day as needed. Use of the facilities by the court will not extend for more than 60 days, except that additional periods of use for up to 60 days each may be ordered by the senior resident superior court judge after consulting with the county manager, sheriff, chief district court judge,



clerk of superior court, district attorney, public defender and any other court, county or state officials the senior resident deems necessary. During the court's use of the facilities, the parties agree to meet regularly, on call of the senior resident superior court judge or county manager, to review and resolve any issues or problems that arise relating to the court's use of the facilities.

5. Utilities, upkeep, and improvements for connectivity and disaster recovery:

- (a) As for court facilities in general, the County will keep the alternative facilities clean, orderly, and undamaged during the court's use, will ensure continuity in utilities, HVAC and other ordinary and customary features of the facilities, and will ensure that it is accessible to persons with disabilities. Upon conclusion of its use, the Judicial Branch will endeavor to leave the facilities as found, normal wear and tear excepted, except that the County has sole responsibility for any removal or repair of changes or modifications.
- (b) The County will, in advance if necessary, make improvements or modifications to the facilities to provide for special electrical or telephone service, and Internet and other connections, necessary for the conduct of court. As for court facilities in general, this includes all in-wall and facility-related conduit, cabling, wiring and wall jacks for voice and data communications, in accord with policies and standards established by the Administrative Office of the Courts (including Courthouse Telecommunications Cabling and Wiring Policies, and Courthouse Network Disaster Recovery Considerations). The NCAOC has sole responsibility to provide the equipment it needs, such as servers, routers, telephones, computers, and the cords necessary to connect them to the wall jacks, and to pay all common carrier charges.
6. Security; no incompatible uses; ongoing County use: The County will provide adequate security for court operations in the alternative facilities, including for the safety of employees and the public, the decorum of proceedings, the protection and privacy of court records and property, and the secure holding and transport of prisoners. The County will ensure that the facility is not used for purposes or in ways that would be incompatible with court use of the building (for example, it would ordinarily be incompatible to use the building as a temporary jail or to shelter families or children). Except as needed for secure court operations, the County may use the facility for any compatible purposes.
7. Periodic review: The parties will meet to review this Memorandum of Understanding at least annually, and at other times on call of the senior resident judge superior court or county manager.

The parties execute this Memorandum of Understanding on the day and year written above.

*Ading*  
\_\_\_\_\_  
Senior Resident Superior Court Judge

*S.L. Ussery*  
\_\_\_\_\_  
Chief District Court Judge

COUNTY OF BRUNSWICK

BY: \_\_\_\_\_



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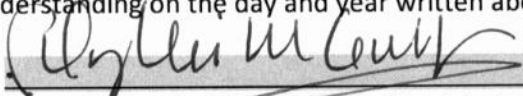
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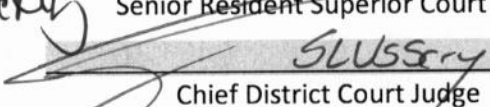
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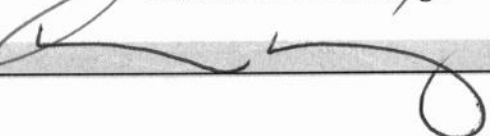
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COUNTY OF BRUNSWICK



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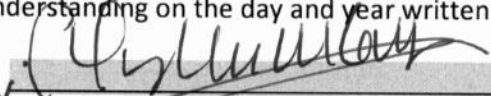
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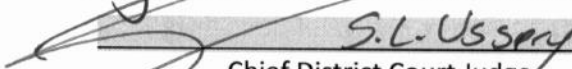
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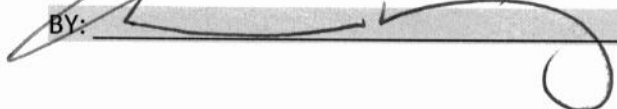
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BY:   
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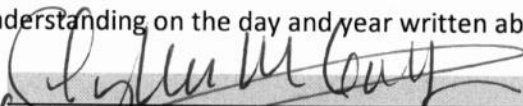
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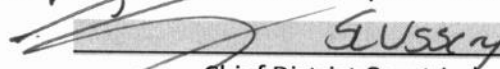
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\_\_\_\_\_



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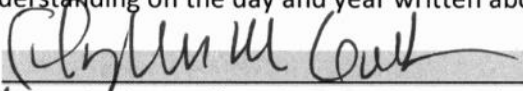
5. Utilities, upkeep, and improvements for connectivity and disaster recovery:

- (a) As for court facilities in general, the County will keep the alternative facilities clean, orderly, and undamaged during the court's use, will ensure continuity in utilities, HVAC and other ordinary and customary features of the facilities, and will ensure that it is accessible to persons with disabilities. Upon conclusion of its use, the Judicial Branch will endeavor to leave the facilities as found, normal wear and tear excepted, except that the County has sole responsibility for any removal or repair of changes or modifications.
- (b) The County will, in advance if necessary, make improvements or modifications to the facilities to provide for special electrical or telephone service, and Internet and other connections, necessary for the conduct of court. As for court facilities in general, this includes all in-wall and facility-related conduit, cabling, wiring and wall jacks for voice and data communications, in accord with policies and standards established by the Administrative Office of the Courts (including Courthouse Telecommunications Cabling and Wiring Policies, and Courthouse Network Disaster Recovery Considerations). The NCAOC has sole responsibility to provide the equipment it needs, such as servers, routers, telephones, computers, and the cords necessary to connect them to the wall jacks, and to pay all common carrier charges.

6. Security; no incompatible uses; ongoing County use: The County will provide adequate security for court operations in the alternative facilities, including for the safety of employees and the public, the decorum of proceedings, the protection and privacy of court records and property, and the secure holding and transport of prisoners. The County will ensure that the facility is not used for purposes or in ways that would be incompatible with court use of the building (for example, it would ordinarily be incompatible to use the building as a temporary jail or to shelter families or children). Except as needed for secure court operations, the County may use the facility for any compatible purposes.

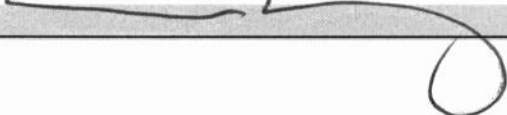
7. Periodic review: The parties will meet to review this Memorandum of Understanding at least annually, and at other times on call of the senior resident judge superior court or county manager.

The parties execute this Memorandum of Understanding on the day and year written above.

  
\_\_\_\_\_  
Senior Resident Superior Court Judge

\_\_\_\_\_  
Chief District Court Judge

COUNTY OF BRUNSWICK

BY:   
\_\_\_\_\_



clerk of superior court, district attorney, public defender and any other court, county or state officials the senior resident deems necessary. During the court's use of the facilities, the parties agree to meet regularly, on call of the senior resident superior court judge or county manager, to review and resolve any issues or problems that arise relating to the court's use of the facilities.

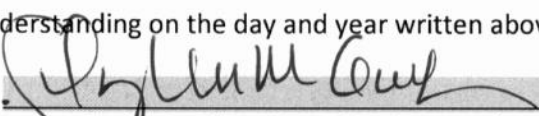
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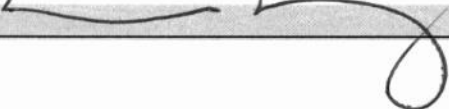
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\_\_\_\_\_  
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BY:   
\_\_\_\_\_



clerk of superior court, district attorney, public defender and any other court, county or state officials the senior resident deems necessary. During the court's use of the facilities, the parties agree to meet regularly, on call of the senior resident superior court judge or county manager, to review and resolve any issues or problems that arise relating to the court's use of the facilities.

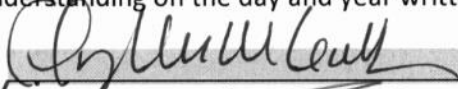
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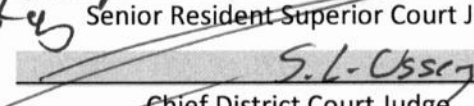
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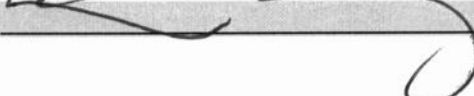
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\_\_\_\_\_  
Senior Resident Superior Court Judge

  
\_\_\_\_\_  
Chief District Court Judge

COUNTY OF BRUNSWICK

BY:   
\_\_\_\_\_





## Brunswick County C-COOP – Spokesperson & Local Media Contacts

*\*This list should include Hispanic media outlets and other populations*

C-COOP Spokes Person (and 2 alternates)	Telephone	Email	Other
Meagan Kascsak	254-716-9597 cell	Meagan.kascsak@brunswickcountync.gov	
	910-253-2995 office		
	All press releases will be handled by Meagan		
Radio Stations	Telephone	Email	Other
See Above			
Television Stations	Telephone	Email	Other
See Above			
Newspapers	Telephone	Email	Other
See Above			



## Brunswick County C-COOP - Non-Court Offices Related to Emergencies

**\*\*This list is meant to get the local committee started and is not exhaustive. It should be tailored to each county's needs.**

Agency/Office	Name/Title	Telephone	Email
Sheriff	John Ingram, V Sheriff	910-253-2736	<a href="mailto:john.ingram@brunswicksheriff.com">john.ingram@brunswicksheriff.com</a>
Fire Department	Bolivia Fire Department	910-253-5025	
Emergency Management	Scott Garner	910-253-2577	<a href="mailto:scott.garner@brunswickcountync.gov">scott.garner@brunswickcountync.gov</a>
Department of Public Safety	Matt King, First Sergeant Highway Patrol	910-395-3917	<a href="mailto:matthew.king@ncdps.gov">matthew.king@ncdps.gov</a>
Local Bar Association	Beth Crocker	910-443-9034	<a href="mailto:ebcrockerlaw@gmail.com">ebcrockerlaw@gmail.com</a>
Social Services	Catherine Lytch	910-253-2113	<a href="mailto:catherine.lytch@brunswickcountync.gov">catherine.lytch@brunswickcountync.gov</a>
Register of Deeds	Brenda Clemmons	910-253-2688	<a href="mailto:brenda.clemmons@brunswickcountync.gov">brenda.clemmons@brunswickcountync.gov</a>
White Funeral Home, Bolivia	Greg White, General Manager	910-754-6848	<a href="mailto:gregory.white@sci-us.com">gregory.white@sci-us.com</a>
White Funeral Home, Shallotte	Shawna Sanders, Manager	910-754-3333	<a href="mailto:shawna.sanders@sci-us.com">shawna.sanders@sci-us.com</a>
Peacock, Newman and White	Rick Sanders, General Manager	910-457-6944	<a href="mailto:rick.sanders@sci-us.com">rick.sanders@sci-us.com</a>
Brunswick Funeral Service, Shallotte	Connie Powell, Owner	910-754-6363	<a href="mailto:bfs1@atmc.net">bfs1@atmc.net</a>
Brunswick Funeral Service, Bolivia	Connie Powell, Owner	910-253-7900	<a href="mailto:bfs1@atmc.net">bfs1@atmc.net</a>
Davis Funeral Home	Javoke Terrell, President	910-253-0781	<a href="mailto:info@davisfuneralhomenc.com">info@davisfuneralhomenc.com</a>
Peoples Funeral Home	Crystal Burrell-Braddy, Funeral Director/Office Mgr	910-754-6242	<a href="mailto:peoplesfuneralhomeofshallotte@live.com">peoplesfuneralhomeofshallotte@live.com</a>
SBI	Kevin Tabron	910-346-2121	
Juvenile Services	Lance Britt	Cell: 910-840-0650 Work: 910-641-3080	<a href="mailto:lance.britt@ncdps.gov">lance.britt@ncdps.gov</a>
IVD Child Support Local	Sherri Sellers, Supervisor	336-214-2012 cell 910-253-2094 off.	<a href="mailto:Sherri.sellers@brunswickcountync.gov">Sherri.sellers@brunswickcountync.gov</a>
IVD Child Support State Office		800-992-9457	
Medical Facilities	Dosher Memorial Hospital Novant Health Medical Cntr	910-457-3800 910-721-1000	



## Magistrates

### **Nicole Hewett**

947 Southport-Supply Road SE  
Bolivia, NC 28422  
Patricia Hewett 910-619-1214  
Donald Hewett 910-386-9685

### **Doug Rutter**

20 Gate 8  
Carolina Shores, NC 28467  
Susan Rutter 910-470-1683  
Olivia Rutter 910-470-2778

### **Kennedy Gilly III**

128 Parsley Lane, Unit 301  
Leland, NC 28451  
Kennedy Gilly Jr. 919-815-1360  
Caroline Gilly 504-494-0348

### **Joy Easley**

3485 Airport Road SE  
Southport, NC 28461  
Bill Easley 910-279-6539  
Frankie Easley 910-612-8304

### **Alayna Johnson**

1467 Green Hill Road NE  
Leland, NC 28451  
Delton Johnson 910-231-0962  
Justin Harmon 910-685-5533

### **Hannah Wallace**

103 SW 9<sup>th</sup> Street  
Oak Island, NC 28465  
Valerie Wallace 910-279-3883  
David Wallace 910-279-3890

### **Tanidra Siler**

43 Highland Forest Circle, Unit 9  
Shallotte, NC 28470  
Chaleta Siler 910-508-6459  
Lamar Siler 910-508-5713

### **Denise Dixon**

4381 Owendon Drive  
Shallotte, NC 28470  
Jeremy Dixon 910-269-7803  
Pam Watkin 910-620-2269

ADD TO NEXT YEAR

**Brunswick County Superior Court Judges C-COOP - Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Michelle Ingram 3093 Valderama Way Bolivia NC 28422 910-616-2731	John Ingram 910-880-4900	None Provided	No Issues
Kristin Walsh 900 Heart Wood Loop Rd NE Leland NC 28451 910-232-2512	Tom Walsh 847-366-3024	JoAnn Bowden 910-294-5656	None
Raymond Wood 433 Foxtail Drive Longs, SC 29568 910-712-4009	Jeanette Wood 843-877-9017	Scott Wood 336-210-4054	No Issues
Glenda Debose Barnes 106 Havana Ct Winnabow NC 28479 910-712-4002	Gilbert Barnes 910-398-4151	Carolyn DeBose 910-254-4652	None provided
Keith Williams 5035 Wyneie Wynd Southport NC 28461 910-880-3095	Blaney Williams 910-990-0552	None Provided	None Provided
Julie Ryan No address provided None Provided 910-520-4182	None Provided	None Provided	None Provided



**Brunswick County District Court Judges C-COOP - Emergency Contact List***Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Scott L Ussery PO Box 102 Elizabethtown NC 28337 910-876-0957	Vanessa Ussery 910-876-0076	None Provided	No issues as of 8/19
C. Ashley Gore 867 Pleasant Plains Ch. Rd Whiteville NC 28472 No number provided	Brad Lovin 910-210-3035	None Provided	No Issues as of 8/19
Fred Gore PO Box 1021 Whiteville NC 28472 919-337-7570	Shannon Gore 980-613-0076	None Provided	No Issues as of 8/19
William F Fairley 101 Live Oak Turn Southport NC 28461 No number provided	Tedi Fairley 910-524-5549	None Provided	No Issues as of 8/19
Jason Disbrow 510 Cades Trail Southport NC 28461 910-279-0689	Kristie Disbrow 910-713-2043		No Issues as of 8/19
Pauline Hankins 3030 Old Ocean Hwy Bolivia NC 28422 910-616-3293	Sharonda Davis 910-367-1377		No Issues as of 8/19
Sherry Allred, Custody Mediator 437 Womble Street Oak Island NC 28465 336-302-2391	David Allred 336-302-8921		No Issues as of 8/19
Lisa Sellers, Judicial Assistant 5726 Thomas Trail SE Bolivia NC 28422 910-599-7016	Pam James 910-520-0264 910-799-0789	Krissy Banks 910-915-0599	No Issues as of 8/19



**Brunswick County CSC Criminal Dept. (1<sup>st</sup> floor) C-COOP - Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Thomas McAllister No address provided No phone provided	Megan McAllister 814-935-1523	Patti McAllister 704-579-0845	None provided
Stephanie Brown No address provided 910-512-5842	Brett Wentz 252-617-0692	Joanne Brown 910-620-1568	None provided
Chris Hare No address provided No phone provided	Justin Hare 910-709-2015	N/A	None provided
Kimberly Gonzalez 4398 Reynolds Lane Bolivia NC 28422 910-840-5951	Danny Gonzalez 919-909-8741	Mike Register 910-770-1285	Allergic to codeine, Ampicillin, amoxicillin & Cedor
Blair Hauser 3030 Marsh Winds Circle #505 Southport NC 28461 910-297-5088	Susan Linder-Hauser (Mother) 910-431-3056	Dan Hauser (Father) 910-352-1750	None provided
Amanda Kidd 384 Vermillion Drive Little River SC 29566 910-224-7419	Bob Kidd (Spouse) 910-703-0388	Alan Doty 910-880-5381	None provided
"Katie" Catharine Trent 9350 Merrywood Dr NE Leland NC 28451 No number provided	Kendyl Trent (spouse) 910-448-1575	N/A	N/A
Paula May 4437 Willow Moss Way Southport NC 28461 910-309-0479	Andrew May (Spouse) 910-987-5480	Jordan Kascal (daughter) 910-309-1825	None provided





**Brunswick County CSC Civil West (2<sup>nd</sup> Floor) C-COOP - Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Durwood T Clark III 1774 Lincoln Rd NE Leland NC 28451 Home: 910-231-0293 Cell: 910-231-0293	Melanie H Clark (Spouse) Cell: 910-231-1288 Work: 910-253-3351	Cherry Clark (Mother) Home: 910-371-3057 Cell: 910-899-8776	N/A
Julia McDowell-Grigg 98 N Shelby Road Southport NC 28461 No phone provided	Thomas Grigg (Spouse) 910-477-1183	Nancy Young 910-470-1830	Allergic to penicillin
Wanda J Peavey 102 NE 21 <sup>st</sup> Street Oak Island NC 28465 Home/cell: 910-476-2158	Mark E Peavey Cell: 910-922-4475	Joshua Peavey Cell: 919-612-6396	Allergic to penicillin & celiac (gluten)
Sabrina Varnam 109 Frink Drive Southport NC 28461 No number provided	Ronald & Jencie Varnam (parents) Home: 910-253-6805	Bryant Spencer Cell: 910-448-0705	Allergic to codeine
Robin M Cariveau 2532 Ocean Sound Circle Supply NC 28462 Cell: 919-632-1911	Brad Cariveau (Spouse) 910-612-1675	Pam McLain (Sister) Cell: 336-432-6763	Allergic to: Augmentin, Levaquin
Tracy Edwards 15 Swamp Fox Drive Carolina Shores NC 28467 Cell: 910-524-5027	Chris 910-619-6191	Malea Payne 910-338-7369	Diabetic
Cherry Clark 1772 Lincoln Road NE Leland NC 28451 Home: 910-371-3057 Cell: 910-899-8776	Bo Clark (husband) Cell: 910-338-8555 Home: 910-371-3057	Tommy Clark (son) Cell: 910-231-0293	NO MRI artificial right hip.



**Brunswick County CSC Civil East (2<sup>nd</sup> Floor) C-COOP - Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Debbie Christopher PO Box 1358 Shallotte NC 28459 Cell: 843-421-4337	Doyle Christopher (Spouse) Cell: 843-421-4787	Nicole McCarty (daughter) 910-363-7922	None provided
Julie Poovey 104 SE 5 <sup>th</sup> Street Oak Island NC 28465 828-234-2434	Kelly Poovey (Spouse) Cell: 828-244-7645	Kay Lowman (Mother) Cell: 828-234-2486	None provided
Kay Fowler 2416 Quail Run Road Leland NC 28451 910-515-0077	Eddie Fowler (husband) 910-274-5335	Krystal Skarvelis (daughter) 910-264-6892	None provided
Jennifer Jones 1237 Green Hill Road Leland NC 28451 910-279-6967	Barry Harrison (husband) 910-279-9050	Jeremy Hearn (son) 910-523-2658	Allergic to PCN
Jill Fullwood 126 NE 38 <sup>th</sup> Street Oak Island NC 28465 910-547-9037	Steve Fullwood (husband) 910-547-9036	Michelle Caulk (work wife) Cell: 910-664-6704 Work: 910-253-3122	Allergic to aspirin, ibuprofen. Diabetic
Tammy Harris 210 Bimini Drive Winnabow NC 28479 910-520-9711	Eric Harris (husband) 910-520-2646	Jacob Harris 910-660-1519	Allergic to PCN
G Michelle Caulk 2551 Bellamy Drive Supply NC 28462 910-664-6704	Billy Caulk (husband) 910-622-4310	Janice Cooper (mom) 910-617-0027	Allergic to sulfa
Kacie Christopher PO Box 1358 Shallotte NC 28459 Cell: 910-713-5080	Debbie Christopher (mom) Cell: 843-421-4337 Work: 910-253-3517	Doyle Christopher (dad) Cell: 843-421-4337	Allergic to: Benadryl, sulfa, microbid, phenergan, Zofran, caine family, adhesive tape, latex, PCN





**Brunswick County CSC SP & E (3<sup>rd</sup> Floor) Page 1 C-COOP - Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Melanie Clark 1774 Lincoln Road NE Leland NC 28451 Cell: 910-231-1288	Durwood T Clark III (spouse) Cell: 910-231-0293 Work: 910-253-3175	Savannah Harris (daughter) 910-297-2104	Allergic to penicillin and adhesive tape.
Kimberly Todd 681 Mt. Pisgah Road SW Supply NC 28462 Cell: 910-398-1043	George Todd Cell: 910-471-2232 Work: 910-754-6023	Lindsey Blankenship Cell: 910-512-5263	None provided
Heather Jesina 3149 Channel Drive SE Bolivia NC 28422 Cell: 910-508-6446	Adrian Ulin 910-523-0064	Hope Stobbe 219-929-8379	Allergic to preservatives in anesthesia
Pamela Hill 519 N Lord Street Southport NC 28461 Cell: 910-232-8506	Thaddeus Hill Cell: 910-200-0913	Barbara Rose 910-200-3531	None provided
Karyn Snyder 2173 Brookstone Drive SE Bolivia NC 28422 Cell: 910-620-2297	Albert Snyder (spouse) Cell: 910-620-2297	Iris Derrick (Mother) Cell: 910-620-2399 W. Cell: 919-986- 9150	None provided
Lisa Lamiman 5258 Windward Way Southport NC 28461 910-742-5196	Todd Lamiman (spouse) 910-523-2153	Paulette McDuffie Home: 910-866-4970 Cell: 910-876-7402	Allergic to SoluMedrol
Tiffany Fullwood 480 Highlands Glen Drive Shallotte NC 28470 Cell: 910-880-2396	Donna Bloodworth 910-599-5223	Curtis Fullwood Cell: 910-231-1533	Allergic to penicillin
Jim MacCallum 107 Autumn Breeze Lane NE Bolivia NC 28422 910-471-7262	Sue MacCallum (wife) Cell: 910-471-7264	John P. MacCallum (brother) 304-550-0125	None provided
Kathy Smith 121 Forest Walk Sunset Beach NC 28468 No number provided	Thomas Smith 910-209-3805	Kristi Svendsen (daughter) 910-733-7279	Allergic to bee stings, aspirin & sulfa drugs



**Brunswick County CSC SP & E (3<sup>rd</sup> Floor) Page 2 C-COOP - Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

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Confidential Personnel Information protected by GS 126-23, 24

## Brunswick County Guardian Ad Litem C-COOP - Emergency Contact List

*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Jeff Maidment 24 Duneside Drive Ocean Isle Beach NC 28469 H: 910-599-4000 C: 910-384-2213	Linda Maidment (spouse) 910-384-2357	Laura Maidment (daughter) C: 910-610-3281	None provided
Judith Malone 9244 Hutton Heights Way SW Calabash NC 28467 H: 910-579-1085 C: 910-393-9991	Edward Malone (spouse) 910-579-1085 910-393-9689	Craig Malone (son) 703-732-8232	None provided
Karen Carnes 152 NW 1 <sup>st</sup> Street Oak Island NC 28465 C: 865-506-0857	James Carnes (spouse) C: 864-710-8754	Jenna Carnes (daughter) C: 240-577-9133	None provided



**Confidential Personnel Information protected by GS 126-23, 24**

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**Confidential Personnel Information protected by GS 126-23, 24**

[illegible]

**Confidential Personnel Information protected by GS 126-23, 24**



**Brunswick District Attorney Office C-COOP (Page 1)- Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Erin Hagen 102 SE 41 <sup>st</sup> Street Oak Island NC 28465 910-612-7613	Lindsay Hagan (sister) 910-448-0397	Karen Hagan (mother) 910-627-7802	None provided
Chris Thomas 1036 Maplegrove Drive SE Leland NC 28451 No number provided	Shann Thomas (wife) 910-2337794		None provided
Glenn Emery 3927 Gillette Drive Wilmington NC 28403 910-231-0000	Sarah Hallenbeck (wife) 910-231-2014		None provided
Jenna Earley 434 Lansdowne Road Wilmington NC 28409 860-307-1731	Matt Earley (husband) 919-348-8416		None provided
Bailey Woods 1457 Round Ridge Road SE Bolivia NC 28422 828-733-0210	Brian Woods (husband) 910-777-1775		None provided
Alison Ruppe 1221 Deerhill Drive Wilmington NC 28409 C: 828-447-1531	James Ruppe (father) 828-447-1531		None provided
Sarah B McPherson 106 S Rhett Street Southport NC 28461 C: 910-279-3547	Rachel McPherson (sister) 910-279-1313	Dale McPherson (dad) 910-279-4692	None provided
Ashley Bullard 415 Hawthorne Loop Rd, Apt 207 Leland NC 28451 C: 910-352-7757	Kayla Johnson (friend)		None provided
Jon David 148 Brookhaven Trail Leland NC 28451	Ashley Bullard (Executive Assistant) 910-512-3381		None provided





**Brunswick District Attorney Office C-COOP (Page 2) - Emergency Contact List**  
*Confidential Personnel Information protected by GS 126-23, 24*

Employee Name/Address/Phone #	Emergency Contact Name/Phone#	Secondary Contact Name/Phone#	Other Information
Jacob Ward 3503 Atwater Lane Wilmington NC 28412	Sarah Ward (wife) 804-347-3381		None provided
Allie Maccioli 1630 Barclay Pointe Blvd, Apt 9102 Wilmington NC 28412 C: 919-561-7133	Gray Smith (Fiancé) C: 252-217-2727	Jerry Maccioli (Father) C: 919-522-8024	None provided
Jason Minnicozzi 6211 Wrightsville Ave, Unit 110 Wilmington NC 28403	Mike Minnicozzi 201-247-6724		None provided
Tammy Gatton 495 Deer Path Calabash NC 28467	Alex Gatton (daughter) C: 910-770-8979	Adam Gatton (son) C: 910-770-6102	None provided
Lizzie Harrop 216A Hillsdale Dr Wilmington NC 28403 910-520-4155	Alex Calley (sister) 919-608-5154		None provided
Sharon Alford 902 Dunhill Lane Wilmington NC 28412 910-833-0472	George King 919-270-5154		None provided
Sam Davis No address provided 910-547-7181	Michelle Davis (wife) 910-431-6054		None provided



BRUNSWICK COUNTY  
C-COOP - RECOVERY AND RECONSTITUTION REVIEW LOG

REVIEW NUMBER: \_\_\_\_\_ DATE OF REVIEW: \_\_\_\_\_

FUNCTION REVIEWED:

\_\_\_\_\_

NUMBER OF EMPLOYEES AVAILABLE: \_\_\_\_\_

GENERAL PUBLIC HEALTH STATUS:

\_\_\_\_\_

NUMBER OF ATTORNEYS AVAILABLE: \_\_\_\_\_

RELATED NON-COURT AGENCIES STATUS:

\_\_\_\_\_

OTHER FACTORS:

\_\_\_\_\_

DECISION ON RECOVERY AND RECONSTITUTION:

\_\_\_\_\_

DATE OF NEXT REVIEW: \_\_\_\_\_

C-COOP LEADER'S

SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

SR. RESIDENT SUPERIOR COURT JUDGE

SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_



## **MEMORANDUM OF AGREEMENT (MOA) FOR COURTS - CONTINUITY OF OPERATIONS PLAN (C-COOP)**

BRUNSWICK COUNTY  
NORTH CAROLINA

THIS MEMORANDUM OF AGREEMENT, by and between

Senior Resident Superior Court Judge for Superior Court District 13B;

Scott L. Ussery, Chief District Court Judge for District Court District 13;

James J. MacCallum, Clerk of Superior Court of Brunswick County;

Jon David, District Attorney for Prosecutorial District 15;

John W. Ingram, V, Sheriff of Brunswick County;

Randell Woodruff, County Manager of Brunswick County; and

Nicole Hewett, Magistrate Representative of Brunswick County

is intended, by the above-named officials, to confirm that each individual has reviewed the C-COOP for management of the court system of the State of North Carolina in Brunswick County in the event of emergency situations as herein defined, arising in Brunswick County. The purpose of this C-COOP is to assure continuity of operations and administration of justice in the event of an emergency situation that disrupts the health and safety of court personnel or facilities.

The parties of this MOA agree that:

1. In order to promote the goals of this completed plan, a local C-COOP Leader has been selected by the Senior Resident Superior Court Judge. That person (with or without a selected committee) is responsible for coordinating the C-COOP for Brunswick County. Under the ultimate authority and oversight of the Senior Resident Superior Court Judge, that person and his/her committee may determine what other persons or organization representatives should be invited to assist with maintaining, updating or implementing this plan.
2. The continuation of court operations in Brunswick County in emergency situations is an essential element of stability for the government and citizens of the county and the state.
3. Each of the undersigned has a duty to continue the court operations in emergency situations to the extent required to provide fundamental, efficient administration of justice.
4. Orderly management and continuation of court operations in emergency situations compels the members to review and adopt this presented plan of action and agree on the assignment of roles of leadership to continue for as long as necessary to address emergencies.



5. The undersigned have reviewed the C-COOP, and hereby approve it for implementation in the event of an emergency in Brunswick County.

**DEFINITIONS:**

- a. "CHAIN OF SUCCESSION": a plan for designating the local C-COOP committee leader and specifying the order of succession of officials to the position of local C-COOP committee leader in the event of disability of the local C-COOP committee leader designated by this agreement.
- b. "COURT-CONTINUITY OF OPERATIONS PLAN" (C-COOP): the plan adopted by the local C-COOP committee, with the assistance of the NCAOC, for the modified operations of the courts in Brunswick County during an emergency situation.
- c. "COURTHOUSE": the physical structure provided by Brunswick County, and other existing or future additional or replacement structures, that are used for the offices and operations of the clerk of superior court, the judges of the general court of justice, district attorney, support staff for those officials, the court reporters, courtrooms and related state or county offices and personnel.
- d. "EMERGENCY SITUATIONS": An unexpected or impending situation that may cause injury, loss of life, destruction of property, or cause the interference, loss or disruption of the court system's normal operations to such an extent that it poses a threat. An emergency situation includes, but is not limited to, fire, flood, wind, water or storm damage making the Courthouse unusable; loss of electric power for more than forty-eight hours or extended loss of other utilities or infrastructure necessary for safe and proper use of the facilities; a hazardous or toxic materials emergency; or pandemic or other health emergency; or any catastrophic condition as defined in G.S. 7A-39.
- e. "PANDEMIC": a major mutation of an existing virus into a new subtype causing illness in humans. A pandemic has the following characteristics: no immunity in the population; spreads easily among people; is worldwide in scope; has potential for excessive deaths and illnesses; and is characterized by multiple waves of the epidemics. A pandemic in the community is a pandemic emergency situation.

**BASIC PRINCIPLES:**

- f. It is necessary for the court system in Brunswick County to be in operation in emergency situations in modified form if necessary. The court system shall not cease to function.
- g. Periodic review and modifications are appropriate. It is important to consider the opinions and observations of court officials, law enforcement officers, practicing attorneys, public health officials, local government officials and emergency preparedness officials and other interested persons.
- h. Modifications to court operations should be subjected to a test of compliance with constitutional rights.
- i. The C-COOP Leader and/or its committee must meet regularly to review and improve the C-COOP. **An updated plan should be submitted to the Senior Resident Superior Court Judge annually.** If there are no changes to the plan, an e-mail should be sent to the Senior Resident Superior Court Judge indicating that the C-COOP has been reviewed and there are no changes for the year 2020.



- j. Other state and local offices involved with court operations, such as the Department of Public Safety, local probation/parole supervisors, law enforcement agencies, and county government, including the emergency services coordinator, must be kept informed of the C-COOP, and consulted about its content. Coordination with these and other agencies is essential to proper emergency planning.
- k. The Spokesperson should make all communications to the media regarding the status of court operations.
- l. Training on the C-COOP must be conducted regularly for all concerned personnel.
- m. As changes occur between annual updates, notification of said changes should be sent via email to the Senior Resident Superior Court Judge. The C-COOP Leader will be responsible for annual updates or as personnel changes occur.

**EMERGENCY SITUATION INFORMATION PACKAGE:**

- n. The persons in the Local C-COOP Committee Leader chain of succession shall keep with them a package of documents for reference and use. The package should include copies of the C-COOP, this MOA, Alternative Facilities MOU, the emergency alert notification system plan, contact information for important personnel and agencies, journal entry book, official stationery, applicable filing stamps and official seals.

**EFFECTIVE DATE:**

This Memorandum of Agreement is effective \_\_\_\_\_ (date), and shall remain in effect, as from time to time modified, until rescinded in writing.



**SIGNATURE PAGE:**

[Signature lines/please print name under signature]

*Acting*  
*Phyllis M. Gunham* Phone 910-772-7008 Email phyllis.m.gunham@nccourts.org  
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County Manager

\_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
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\_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

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Email \_\_\_\_\_

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**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

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

Administration - Surplus Property Offers for Upset Bid Process

**From:**

Steve Stone, Deputy County Manager

**Issue/Action Requested:**

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

**Background/Purpose of Request:**

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
173BF003	Burlington RD, BSL	.23 acre	\$5,000.00	12-16-1987	\$0.00	\$1,250.00
142IA008	Maple RD, BSL	.24 acre	\$11,000.00	2-26-1986	\$633.66	\$2,750.00

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

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

**ATTACHMENTS:**

Description

- ▢ Bid 173BF003
- ▢ Bid 142IA008

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 173BF003  
**Date:** Thursday, March 19, 2020 9:47:16 AM

---

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

Randy Johnson  
(703) 928-6759  
dogwoodbuild@aol.com  
16606 Chestnut Overlook Drive, Purcellville, VA, 20132, United States  
Parcel # 173BF003  
Bid Amount: \$1250.00  
Optional Additional Comments:

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 142IA008  
**Date:** Thursday, March 19, 2020 9:50:03 AM

---

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

Randy Johnson  
(703) 928-6759  
dogwoodbuild@aol.com  
16606 Chestnut Overlook Drive, Purcellville, VA, 20132, United States  
Parcel # 142IA008  
Bid Amount: \$2750.00  
Optional Additional Comments:



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**From:**  
Andrea White

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

Board Appointment - Southport Planning Board ETJ  
Appointment

**Issue/Action Requested:**

Request that the Board of Commissioners approve the recommended appointment of Christopher W. Jones as an extraterritorial jurisdiction (ETJ) appointee to the Southport Planning Board.

**Background/Purpose of Request:**

The City of Southport Board of Aldermen recommended that Christopher W. Jones be appointed to serve on the Southport Planning Board as an ETJ member. A letter from the City requesting this appointment, along with a copy of Mr. Jones' application are included.

**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 recommended appointment of Christopher W. Jones as an extraterritorial jurisdiction (ETJ) appointee to the Southport Planning Board.

**ATTACHMENTS:**

Description

- ☐ Letter from City of Southport
- ☐ Application - Christopher W Jones



# City of Southport

March 23, 2020

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

Dear Andrea:

The Southport Board of Aldermen in a regular meeting March 12, 2020 recommended Christopher W. Jones, 1008 Dutchman Cove SE, as an extraterritorial jurisdiction appointee to the Southport Planning Board.

Will you please ensure that this matter is placed before your Board and let me know of their decision.

Thank you.

Sincerely,

Michele Windham  
City Clerk

/emw  
enclosure



## APPLICATION FOR BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering his/her qualifications for appointment to the following boards or committees. (See attached listing for boards and committees)

### Planning Board

First Preference \_\_\_\_\_

Second Preference \_\_\_\_\_

Third Preference \_\_\_\_\_

Name Christopher W. Jones

Spouse Name Rhyne F. Jones  
(if married)

910-457-5512 - Home

Home Address 1008 Dutchman Cove SE

Telephone Number 910-549-1407 - Cell

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address cjonessy03@gmail.com

Resident of Southport: Yes ☒ No ☐ How Many Years? 7 Years

State and County of Legal Residence North Carolina - Brunswick County

Education SUNY Oswego - Technology Education - BS // Full Sail University - Digital Arts & Design - BA

Present Job/Employer Web Developer // Technical Account Manager - TriMark Digital, Raleigh, NC

Past Employment Graphic Arts Teacher // Yearbook Advisor - Frederick County Public Schools, VA

Current Civic/Community Participation Member Long Term Planning Committee - Trinity UMC

Reasons qualified for this appointment (optional) \_\_\_\_\_

Do you anticipate any conflicts of interest if appointed? Yes ☒ No ☐

Signature of Applicant

03/04/2020  
Date





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

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

Clerk to the Board - Meeting Minutes

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners approve the minutes from the March 15, 2020 Emergency Meeting and the March 16, 2020 Regular Meeting.

**Background/Purpose of Request:**

**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 minutes from the March 15, 2020 Emergency Meeting and the March 16, 2020 Regular Meeting.

**ATTACHMENTS:**

Description

- ☐ Draft Minutes - 2020-03-15 Emergency Meeting
- ☐ Draft Minutes - 2020-03-16 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
EMERGENCY MEETING  
MARCH 15, 2020  
2:00 P.M.**

**The Brunswick County Board of Commissioners held an Emergency Meeting on the above date at 2:00 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:

Randell Woodruff, 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  
Meagan Kascsak, Public Information Officer

**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 2:00 p.m.

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

**II.    ORDER OF BUSINESS**

Following comments regarding the unexpected and unprecedented situation with COVID-19, Chairman Williams turned the meeting over to the County Manager.

Mr. Woodruff explained that it was essential that the Board convene to discuss the issues that are key to the County’s workforce and how changes may be made to accommodate staff needs, protect the public and deal with County facilities. The following preparation items were discussed:

- **Adjustments to Work Schedules for County Employees and Telecommuting for Appropriate Positions/Classifications**

David Stanley, Executive Director – Health and Human Services, provided an update on COVID-19, the role of the Health Department, and the need for flexibility in work schedules while still providing the service level that is needed.

It was the consensus of the Board to direct staff to provide to the Board, during the daily briefing, the percentage of the staff that takes sick leave, works remotely, and takes leave, in order to provide the Board with an idea of the steps taken to accomplish the work of the County.

Following discussion, Vice-Chairman Thompson moved to delegate authority to the County Manager to review department head requests for flexibility in schedules and other alternatives geared toward flexibility. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

- **Sanitizing of County Buildings**

Stephanie Lewis, Operation Services Director, shared a draft advanced disinfection/sterilization protocol for county facilities to include expanded work hours to disinfect the public areas of high traffic buildings, outdoor fixtures, and meeting rooms.

It was the consensus of the Board that this was a staff level decision with regard to proceeding with the proposed protocols.

- **Landfill - Free Week**

Mrs. Lewis requested feedback regarding postponing or canceling the free week event at the Landfill currently scheduled for April 13 – 18.

It was the consensus of the Board to direct staff to determine whether to cancel or postpone the event based on the situation and advise the Board of the decision.

- **Travel Restrictions**

Mr. Woodruff requested that the Board authorize travel restrictions to within the county or neighboring counties for official business only.

Vice-Chairman Thompson moved to authorize the travel restrictions as presented to be in effect until April 6, 2020. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

Mr. Woodruff requested and the Board concurred that all proposed actions discussed today related to COVID-19 be of a temporary nature.

- **County Budget Calendar Amendment**

Mr. Woodruff requested that the Board consider delaying the Countywide Goals Workshop scheduled for March 16, 2020 until April 6, 2020.

Following discussion, Commissioner Sykes moved to delay the Workshop until April 6, 2020 at 9:00 a.m. The motion was seconded by Commissioner Cooke and passed 4 to 1. (Ayes – Commissioners Williams, Thompson, Sykes, Cooke. Nays – Commissioner Forte)

- **Cancellation of Events at County Facilities**

Based upon the directive of the Governor to cancel events with an anticipated attendance of 100 or more, Mr. Woodruff requested direction with regard to restricting meetings in county facilities.

It was the consensus of the Board to have department heads make recommendations to the County Manager for the potential cancellation or postponement of county meetings to ensure compliance with the Governor's directive. Cancellation of public meetings held by outside groups are to be reviewed on a case-by-case basis.

- **Well Workforce Protocol**

Melanie Turrise, Director of Human Resources, reviewed a well workforce protocol that encompassed discussions regarding county staff and requested that the Board consider advancing leave to employees affected by the coronavirus pandemic.

Following discussion, Vice-Chairman Thompson moved to authorize Human Resources to develop a policy change for advanced leave through June 1, 2020. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

- **Decision Making Protocol**

Chairman Williams asked for information from the County Attorney with regard to decisions which need to be made prior to a regular meeting, and whether a State of Emergency would help, hinder, or have no impact.

Mr. Shaver explained the guidelines for issuing a State of Emergency, as well as, measures that would amend the County Manager's limit of authority, taking into consideration the Statutes for items that would require a vote of the Board.

It was the consensus of the Board to discuss issues that need to be addressed during the regular meeting on March 16, 2020 to include the following directives:

- direct staff to contact State Emergency Management officials on Monday to obtain input on the need for a State of Emergency and to consider it at the regular meeting if necessary;
- direct staff to provide information on the volunteer coordination in response to COVID-19.

- **BSRI Update**

Upon the request of the Board, Jim Fish, Executive Director – BSRI, provided an update on BSRI precautions and activities in response to COVID-19.

**III. ADJOURNMENT**

Commissioner Cooke moved to adjourn the meeting at 3:30 p.m. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

\_\_\_\_\_  
Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

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

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
MARCH 16, 2020  
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: Randell Woodruff, 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  
Meagan Kascak, Public Information Officer  
Sgt. Tate Bond, 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. The County Manager recommended that the Board move the following items from Administrative Report to Approval of Consent Agenda:

VII-4 *Operation Services – Construction and Demolition Waste Transfer Agreement*  
VII-5 *Operation Services – Lawn Maintenance Agreement*  
VII-7 *Utilities – Mobile Hurricane Shelters*  
VII-8 *Utilities – NC 811 Safety Digging Month Proclamation*  
VII-10 *Utilities – Sewer Use Ordinance and Utility Policy Revisions*

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

**IV. PUBLIC COMMENTS**

No one signed up to speak.

**V. APPROVAL OF CONSENT AGENDA**

Chairman Williams asked for a motion on the Consent Agenda.

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

The following items were approved:

**1. Administration - Surplus Property Offers for Upset Bid Process**

Accepted, subject to the upset bid process, the following offers that had been submitted for surplus parcels that meet the value parameters previously established by the Board.

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
141HB001	S. Dove DR, SE (Wildwood Acres)	.36 acre	\$2,000.00	7-22-1985	\$606.67	\$750.00
141HC02401	S. Chickadee ST, SE (Wildwood Acres)	.34 acre	\$2,000.00	4-3-1985	\$573.07	\$1,200.00

**2. Board Appointment - Fire Fee Committee Appointments**

Appointed the following community members for each Fire Fee District Committee.

Fire Department	Member	District
Sunset Beach	Bob Stinson	1
Shallotte Point	Jerry Thrift	1
Calabash	Ronnie Mitchell	1
Grissettown/Longwood	Carol Dunham	1
Ocean Isle	Wayne Rowell	1
Tri-Beach	Rickie Robinson	2
Civietown	Napoleon "Poli" Barefoot	2
Supply	Warren Kroe	2
Bolivia	Jerry Shane Guyton	2
Sunset Harbor/Zion Hill		3
Oak Island	Ted Bodenschatz	3
St. James	Bill Bittenbender	3
Southport	Colleen Combs	3
Winnabow	Chris Bordeaux	4
Boiling Springs Lakes		4
Waccamaw	Jeremy King	4
Shallotte		4
Northwest	Darren Grice	5
Leland	Bill Wilson	5
Navassa	Valorie Hatten	5

**3. Board Appointment - Library Board District 4**

Appointed Mary Stilwell to fill the unexpired term representing District 4 on the Library Board of Trustees. This term will expire on June 30, 2022.



4. **Board Appointment - Library Board Request**  
Approved a request from the Library Board of Trustees to change Mr. Randy Sullivan's designation of District 3 to At-Large and change Ms. Mary Wilson's designation from At-Large to District 3.
5. **Clerk to the Board - Meeting Minutes**  
Approved the draft minutes from the February 17, 2020 Regular Meeting.
6. **County Attorney - 3481 George II Hwy Deed of Dedication**  
Accepted the Deed of Dedication for water and sewer infrastructure for 3481 George II Highway.
7. **County Attorney - Authorize County Attorney to file suit for County in Sheriff / ALE nuisance cases**  
Authorized the County Attorney, in consultation and coordination with the Sheriff's Office and the Alcohol Law Enforcement Division of the Department of Public Safety, to file civil actions in the name of the County to abate nuisances defined in North Carolina General Statutes Chapter 19, Article 1.
8. **County Attorney - Retreat at OIB, Section 2, Ph. 2**  
Accepted the Deed of Dedication for water and sewer infrastructure in The Retreat at Ocean Isle Beach, Section 2, Phase 2.
9. **County Attorney - Retreat at OIB, Section 2, Ph. 3 DOD**  
Accepted the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 3.
10. **County Attorney - Termination Agreement for Natural Gas Pipeline**  
Terminated the 1991 Natural Gas Pipeline Agreement pursuant to the request of Piedmont Natural Gas.
11. **Emergency Services - Sunny Point (MOTSU) Mutual Aid Agreement**  
Approved a mutual aid agreement between Sunny Point Military Ocean Terminal and Brunswick County.
12. **Engineering - Courthouse Parking Lot Final Adjusting Change Order and Contract Closeout**  
Approved Change Order #2 - Final Adjusting in the deductive amount of \$16,680 with the adjusted final contract amount of \$869,007.
13. **Finance - Fiscal Items**  
Approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature on the consent agenda:
  - **Budget Amendment Additional Wastewater Tap on Supplies**  
Appropriated \$250,000 of tap and connections revenues for the purchase of additional tap on supplies for connections to the collections system.
  - **Budget Amendment West Regional Capital and Replacement Funding**  
Transferred \$922,825 of funding unexpended for the jet aeration project to the West Regional Capital and Replacement Reserve.

- **Financial Reports for February 2020 (unaudited)**

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

14. **GIS - First Reading and Schedule Public Hearing on April 20, 2020 for Street Name Adoptions**

Approved first reading of the following street names and set the date of the Public Hearing for April 20, 2020:

TO	FROM	TOWNSHIP
ALDEN DR SE	NONE	TOWN CREEK
BEACH BARN LN SW	NONE	LOCKWOOD FOLLY
BIGHORN DR NW	NONE	LOCKWOOD FOLLY
BROWN BARK CIR NE	NONE	NORTHWEST
CALADENIA WAY NE	NONE	NORTHWEST
CELTIC CT SE	NONE	LOCKWOOD FOLLY
CHESTER WAY NE	NONE	TOWN CREEK
COACHWOOD CT NW	NONE	NORTHWEST
CUMBRIA CT SE	NONE	TOWN CREEK
DANDY ACRES LN SE	NONE	LOCKWOOD FOLLY
DOUBLE L FARM LN NW	NONE	WACCAMAW
E LINDLEY LN SW	NONE	SHALLOTTE
E TIMBER CREST DR NE	NONE	NORTHWEST
FALMOUTH CT SW	NONE	SHALLOTTE
FURPLESS DR SE	NONE	SMITHVILLE
GODNEY CT SE	NONE	LOCKWOOD FOLLY
HENDRIX FARM LN NW	NONE	WACCAMAW
LAVENDER CT NE	NONE	NORTHWEST
LITTLE BLUESTEM LN NE	NONE	NORTHWEST
LOCKSLEY PL SW	NONE	SHALLOTTE
LOFTUS WAY NE	NONE	TOWN CREEK
LONG POND RD SW	NONE	SHALLOTTE
MALTWOOD CT SE	NONE	LOCKWOOD FOLLY
MASHPEE CT SW	NONE	SHALLOTTE
MURRAY FARM TRL NE	NONE	TOWN CREEK
PINE NUT DR NE	NONE	NORTHWEST
RACHEL GRAHAM LN NE	NONE	WACCAMAW
RADIO STATIC LN SE	NONE	TOWN CREEK
REGATTA LN SW	NONE	SHALLOTTE
ROCKIN S TRL SW	NONE	LOCKWOOD FOLLY
SANKEY CT SE	NONE	TOWN CREEK
SCARLET BERRY CT NE	NONE	NORTHWEST
SOGGY BOTTOM RD NE	NONE	NORTHWEST
SPICE BIRCH CT NE	NONE	NORTHWEST
SPIVEY CT NE	NONE	NORTHWEST
ST DUNSTAN CT SE	NONE	LOCKWOOD FOLLY
ST JOSEPH DR SE	NONE	LOCKWOOD FOLLY
SUNSET STABLES TRL SE	NONE	LOCKWOOD FOLLY
SWEET SASSAFRAS ST NE	NONE	NORTHWEST
THATCHER LN NE	NONE	TOWN CREEK
THE POINTE CLUB DR NE	NONE	NORTHWEST

W LINDLEY LN SW	NONE	SHALLOTTE
W TIMBER CREST DR NE	NONE	NORTHWEST
YARRABEE LN NE	NONE	NORTHWEST

15. **Health and Human Services - WARM 2020 Urgent Repair Program Support Request**  
Supported an application and 20% funding match up to a maximum of \$20,000 for the 2020 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.
16. **Operation Services - Resolution Exempting SPCC Plans for Oil Storage Facilities**  
Approved a resolution exempting procurement of design services for Spill Prevention Control and Countermeasure (SPCC) Plans for Oil Storage Facilities.

**RESOLUTION EXEMPTING SPILL PREVENTION CONTROL AND COUNTER  
MEASURE ("SPCC") PLANS FOR OIL STORAGE FACILITIES**

**WHEREAS**, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively, the "Services") to be based on qualifications and without regard to fee; and

**WHEREAS**, Brunswick County proposes to enter into an agreement for the update and re-certification of certain SPCC Plans for various oil storage facilities operated by Brunswick County; and

**WHEREAS**, G.S. 143-64.32 authorizes units of local government to exempt contracts for said Services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

**WHEREAS**, the estimated fee for Services for the above-described project is less than \$50,000.

**NOW, THEREFORE**, the Brunswick County Board of Commissioners resolves:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

This the 16<sup>th</sup> day of March, 2020.

Frank L. Williams, Chair  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

17. **Operation Services - Water Management Projects**  
Approved the proposed water management projects by the Mosquito Control Division. The projects are located at 3904 Business 17 E, Bolivia, NC and 1013 Sea Shrimp Street SW, Supply, NC.
18. **Parks & Recreation - Brunswick Arts Council Grassroots Grant Award**  
Accepted the FY19-20 Grassroots Grant of \$5,000 awarded by Brunswick Arts Council.
19. **Register of Deeds-Preservation of Record Books**

Concurred and authorized the removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

20. **Tax Administration - March 2020 Releases**  
Approved the March 2020 releases.
21. **Operation Services - Construction and Demolition Waste Transfer Agreement** *(item moved from Administrative Report during Adjustments/Approval of Agenda)*  
Approved a service agreement with Waste Industries for transportation and disposal of C&D Waste.
22. **Operation Services - Lawn Maintenance Agreement** *(item moved from Administrative Report during Adjustments/Approval of Agenda)*  
Approved a service agreement with Noble's Professional Grounds Maintenance for lawn maintenance at various county-owned or maintained properties.
23. **Utilities - Mobile Hurricane Shelters** *(item moved from Administrative Report during Adjustments/Approval of Agenda)*  
Authorized the Chairman and Clerk to the Board to execute the Goods and Services contract with BPC Industries 1776 LLC, to provide (2) two mobile hurricane shelters, with County Attorney's approval. Staff recommended the selection of the base proposal of \$50,000 and added an optional of \$45,000 for a second shelter for a total of \$95,000.
24. **Utilities - NC 811 Safety Digging Month Proclamation** *(item moved from Administrative Report during Adjustments/Approval of Agenda)*  
Approved a proclamation designating April 2020 as North Carolina 811 Safe Digging Month.

## **PROCLAMATION DESIGNATING APRIL 2020 AS "NORTH CAROLINA 811 SAFE DIGGING MONTH"**

**WHEREAS**, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

**WHEREAS**, North Carolina 811, a utility service notification center and leader in education celebrates its 42<sup>nd</sup> year of continuous service to the State, is key to preventing injuries and damages when excavating; and

**WHEREAS**, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

**WHEREAS**, this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

**WHEREAS**, in 2019, the North Carolina one call system received 2.2 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

**NOW, THEREFORE, BE IT RESOLVED**, that Brunswick County has designated the month of April 2020 as “North Carolina 811 Safe Digging Month” to encourage all excavators and homeowners of Brunswick County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to “Know What’s Below,” avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days’ notice is the law, for safe digging is no accident, and that more information may be obtained by visiting [www.nc811.org](http://www.nc811.org).

Adopted this the 16<sup>th</sup> day of March, 2020.

Frank Williams, Chair  
Brunswick County Commissioners

Attest:  
Andrea White, NCCCC  
Clerk to the Board

25. **Utilities - Sewer Use Ordinance and Utility Policy Revisions** *(item moved from Administrative Report during Adjustments/Approval of Agenda)*

Approved a revision to the Sewer Use Ordinance and Utility Policy amending the use of backflow devices for Publicly Owned Treatment Works (POTW).

Approved that the language in the Sewer Use Ordinance, Article II, Section 3.7 Backwater (Backflow) Device Requirement, and the Utility Policy, Section K. Sewage Backflow Policy, be replaced with the following:

“The building drain relief point of a public sewer is the location that wastewater from a particular building drain (service) will exit the public sewer when the downstream sewer is blocked. For gravity sewers this is the top of the manhole where the building drain (service) ties into the manhole, or in the case that the building drain ties directly into the gravity main using a saddle, the top of the next upstream manhole. For vacuum sewers, the building drain relief point is the top of the air intake connected to the building drain. For pressurized grinder pump systems, the building drain relief point is the top of the vent on the grinder tank. Where plumbing fixtures are installed on a floor with a finished floor elevation below the building drain relief point of the public sewer, such fixtures shall be protected by a backwater (backflow) device installed in the building drain, branch of the building drain or horizontal branch serving such fixtures. Plumbing fixtures installed on a floor with a finished floor elevation above the public sewer building drain relief point shall not discharge through the required backwater (backflow) device and branch building drain serving plumbing fixtures on a floor with a finished floor elevation below the building drain relief point of the public sewer. In multifamily developments, each unit or portion thereof, with plumbing fixtures installed on a floor with a finished floor elevation below the building drain relief point of the public sewer shall have a separate building drain horizontal branch with a backwater (backflow) device. All multifamily developments shall have a cleanout installed on the building drain horizontal branch that is most distant from the public sewer. In accordance with the General Provisions of the Sewer Use Ordinance, the POTW Director authorizes and delegates the implementation and enforcement of this section to the Chief Building Code Official having jurisdiction of the area that the building is located within. The absence of a properly functioning backwater (backflow) device eliminates responsibility of the POTW for any wastewater backup into a structure that is required to have one in accordance with this ordinance.”

## VI. **PRESENTATION**

1. **Health and Human Services - COVID-19 Update**

Request that the Board of Commissioners receive information on the Coronavirus (COVID-19).

David Stanley, Executive Director – Health and Human Services, and Ed Conrow, Emergency Services Director, gave an update on COVID-19 and the actions taken since the update on March 15, 2020.

Leslie Stanley, Volunteer and Non-Profit Coordinator, announced the creation of a new webpage, *COVID-19 Community Awareness*, to provide compiled resources and information for those in need.

No action was taken.

## VII. ADMINISTRATIVE REPORT

### 1. **Administration - Bond Order for 2020 Enterprise Revenue Bonds (Randell Woodruff, County Manager)**

Request that the Board of Commissioners approve the Bond Order Authorizing the Issuance, Directing the Application to the Local Government Commission, and Requesting Local Government Commission Approval of Enterprise Systems Revenue Bonds of the County of Brunswick, North Carolina, Series 2020.

Mr. Woodruff explained that item requested is for the County's major water plant project (Northwest Water Treatment Plant Expansion with Low Pressure Reverse Osmosis Treatment Project).

Vice-Chairman Thompson moved to approve the Bond Order authorizing the issuance, directing the application to the Local Government Commission, and requesting Local Government Commission approval of Enterprise Systems Revenue Bonds of the County of Brunswick, North Carolina, Series 2020 as stated. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

#### **BOND ORDER AUTHORIZING THE ISSUANCE, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION, AND REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, SERIES 2020**

**WHEREAS**, The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 et seq. (the "*Act*"), authorizes the County of Brunswick, North Carolina (the "*County*") to issue, subject to the approval of the Local Government Commission of North Carolina (the "*Commission*"), at one time or from time to time, revenue bonds of the County for the purposes as specified in the Act; and

**WHEREAS**, the Board previously adopted a resolution at a meeting held on September 16, 2019 (the "*Original Initial Resolution*") making certain findings of fact, such findings incorporated herein by reference, and directing the application to the Commission for approval of County of Brunswick, North Carolina Enterprise Systems Revenue Bonds, Series 2020 (the "*Bonds*") and hereby further determines to issue the Bonds in an aggregate principal amount not to exceed \$160,000,000 to: (a) finance various improvements to the County's water and wastewater systems, including, but not limited to, expansion of the Northwest Water Treatment Plant with Low Pressure Reverse Osmosis Treatment (collectively, the "*Project*"), and (b) pay the costs of issuing the Bonds; and

**WHEREAS**, the Board wishes to (a) retain Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"); (b) retain Robert W. Baird & Co. Incorporated and Stifel, Nicolaus & Co., Inc. (collectively, the "*Underwriters*"); (c) retain U.S. Bank National Association, as trustee for

the Bonds (the “*Trustee*”); (d) approve the selection by the Underwriters of McGuireWoods LLP, as counsel to the Underwriters; and (e) retain Raftelis Financial Consultants, Inc., as feasibility consultant (collectively, the “*Financing Team*”); and

**WHEREAS**, the County will issue the Bonds under (a) the General Trust Indenture dated as of May 1, 2004 (the “*General Indenture*”) between the County and First-Citizens Bank & Trust Company, the successor to which is the Trustee, and (b) Series Indenture, Number 11 dated as of April 1, 2020 (the “*Series Indenture*”) between the County and the Trustee; and

**WHEREAS**, the County and the Commission have arranged for the sale of the Bonds to the Underwriters under the terms of a Bond Purchase Agreement to be dated on or about April 16, 2020 (the “*Purchase Agreement*”); and

**WHEREAS**, an application has been filed with the Secretary of the Commission requesting Commission approval of the Bonds as required by the Act and, included in such application, the Director of Fiscal Operations of the County has requested that the Commission approve (a) the negotiation of the sale of the Bonds to the Underwriters and (b) the County’s use of the Financing Team; and

**WHEREAS**, copies of the forms of the following documents relating to the transactions described above have been filed with the County:

1. the Series Indenture;
2. the Purchase Agreement;
3. a Preliminary Official Statement to be dated on or about April 8, 2020 (the “*Preliminary Official Statement*”) with respect to the Bonds.

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

**Section 1.** The Bonds are hereby authorized and will be issued pursuant to the Act to raise the money required to finance (a) the cost of the Project and (b) the costs of issuing the Bonds.

**Section 2.** The use of the Financing Team is hereby approved in connection with the County’s issuance of the Bonds.

**Section 3.** The aggregate principal amount of the Bonds authorized by this Bond Order will not exceed \$160,000,000. The Bonds hereby authorized will be special obligations of the County, secured by and paid solely from the proceeds thereof or from Net Revenues (as defined in the General Indenture).

**Section 4.** The County’s issuance of the Bonds, in substantially the form to be set forth in the Series Indenture, is hereby in all respects approved and confirmed, and the provisions of the General Indenture and the Series Indenture with respect to the Bonds (including without limitation the maturity dates and rates of interest) are hereby approved and confirmed and are incorporated herein by reference. The proceeds from the sale of the Bonds will be deposited in accordance with the Series Indenture.

The principal of, premium, if any, and interest on the Bonds will not be payable from the general funds of the County, nor will the Bonds constitute a legal or equitable pledge, charge, lien or encumbrance on any of the County’s property or on any of its income, receipts or revenues except the funds which are pledged under the Indenture. Neither the credit nor the taxing power of the State of North Carolina or the County is pledged for the payment of the principal of, premium, if any, or interest on the Bonds, and no holder of the Bonds has the right to compel the exercise of the taxing

power by the State of North Carolina or the County or the forfeiture of any of its property in connection with any default thereon.

**Section 5.** The form and content of the Series Indenture and the exhibits thereto are hereby in all respects approved and confirmed, and the Chairman of the Board, the County Manager, and Clerk to the Board are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Series Indenture for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Series Indenture, the Chairman of the Board, the County Manager, the Director of Fiscal Operations and Clerk to the Board, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series Indenture as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Series Indenture.

**Section 6.** The Board requests that the Commission sell the Bonds to the Underwriters pursuant to the terms of the Purchase Agreement. The form and content of the Purchase Agreement are in all respects approved and confirmed, and the Chairman of the Board, the County Manager, or the Director of Fiscal Operations of the County is hereby authorized, empowered and directed to execute and deliver the Purchase Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Purchase Agreement, the Chairman of the Board, the County Manager, and the Director of Fiscal Operations of the County, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

**Section 7.** The form and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the Official Statement to be dated on or about April 15, 2020 (the “*Official Statement*”) by the Underwriters in connection with the sale of the Bonds is hereby in all respects authorized, approved and confirmed.

**Section 8.** The County Manager or Director of Fiscal Operations of the County is hereby authorized to execute a no-arbitrage certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

**Section 9.** If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the Bonds authorized hereunder.

**Section 10.** No stipulation, obligation or agreement contained in this Bond Order or contained in the Bonds, the General Indenture, the Series Indenture, the Purchase Agreement or any other instrument related to the issuance of the Bonds is a stipulation, obligation or agreement of any officer, agent or employee of the County in his or her individual capacity, and no such officer, agent or employee is personally liable on the Bonds or subject to personal liability or accountability by reason of the issuance thereof.



**Section 11.** The Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by this Bond Order, the General Indenture, the Series Indenture or the Purchase Agreement; except that none of the above is hereby authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the General Indenture or the Series Indenture, (c) any agreement to which the County is bound, (d) any rule or regulation of the County or (e) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

**Section 12.** The Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, are hereby authorized and directed, individually and collectively, to prepare and furnish, when the Bonds are issued, certified copies of all the proceedings and records of the Board relating to the Bonds, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, constitute representations of the County as to the truth of all statements contained therein.

**Section 13.** All acts and doings of the Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Series Indenture and the Purchase Agreement are hereby in all respects approved and confirmed.

**Section 14.** All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 15.** This Bond Order will take effect immediately on its adoption and, pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the Board other than the procedures set out in the Act.

This the 16<sup>th</sup> day of March, 2020.

Frank L. Williams, Chair  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

2. **Governing Body - Resolution Supporting the State of North Carolina's Proposed FY 2019-2021 Biennium Budget (Commissioner Mike Forte)**

Request that the Board of Commissioners consider approving a Resolution supporting the State of North Carolina's Proposed FY 2019-2021 Biennium Budget.

Commissioner Forte asked Mr. Shaver to explain the difference between the two options presented in support of the State's Biennium Budget.

Mr. Shaver explained that the difference is in the final paragraph. Option 1 encourages all members of the General Assembly to take whatever measures they can to pass the budget,

notwithstanding the Governor's veto. Option 2 does not specifically mention the Governor, but still asks the General Assembly to take whatever measures they can to make sure the funds make their way to the county.

Commissioner Forte reviewed the items in the budget, totaling approximately \$16 million, that impact Brunswick County. He added that funds that would assist with COVID-19 screening, surveillance, prevention and treatment, and \$6.75 million for the local health departments to expand communicable disease prevention, surveillance, detection, and control were also included in the budget.

Commissioner Forte moved to approve Option 1 of the Resolution as presented. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

## **RESOLUTION SUPPORTING THE STATE OF NORTH CAROLINA'S PROPOSED FY 2019-2021 BIENNIUM BUDGET**

**WHEREAS**, Brunswick County recognizes that strong partnerships in the community create lasting, positive impact for the residents of Brunswick County and surrounding areas; and,

**WHEREAS**, the current proposed state budget for the FY 2019-2021 biennium, *House Bill 966 – 2019 Appropriations Act*, includes more than \$16 million in critical funding for educational, public safety, and economic development initiatives for several Brunswick County institutions including:

- More than \$13 million in capital funding for K-12 schools in Brunswick County;
- More than \$2 million in capital funding for Brunswick Community College;
- \$1 million to the Winnabow Volunteer Fire Department for building construction;
- \$25,000 to Southport for fire department equipment;
- \$60,000 to the Ocean Isle Museum Foundation for the Museum of Coastal Carolina; and
- \$150,000 to the Ocean Isle Museum Foundation for Ingram Planetarium

**NOW THEREFORE, BE IT RESOLVED**, that the Brunswick County Board of Commissioners strongly encourages all members of the General Assembly to act in accordance with the needs of the State and support Brunswick County by taking measures to enact the proposed bipartisan state budget, notwithstanding the objections of the Governor, to ensure these important programs are funded for the institutions and communities that they will so clearly benefit.

This the 16<sup>th</sup> day of March, 2020.

Frank L. Williams, Chair  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

3. **Health and Human Services - Social Services - Traverse Software as Service Agreement (David Stanley, HHS Executive Director)**  
Request that the Board of Commissioners approve the service agreement with Northwoods Consulting Partners, Inc. for the Traverse software package.

Mr. Stanley explained that the Traverse software package, which is already a budgeted item, would allow social workers to work more efficiently in the field to expedite decisions.

Commissioner Sykes moved to approve the service agreement as presented. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

4. **Utilities - 211 Water Treatment Plant Gravity Sand Filter Demolition and Replacement (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners Approve Notice of Award and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., for the construction of the 211 Water Treatment Plant (WTP) Gravity Sand Filter Demolition and Replacement Project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, and insurance certificates. Staff recommends the selection of the lump sum base bid amount of \$1,049,000.00.

Mr. Nichols explained that a budget amendment was requested in January for \$1.2 million to provide funding for replacement of gravity sand filters at the Highway 211 Plant. Since that time, the project was bid and came in at \$1,049,000.00 which was within the budgeted amount. Staff requested that the Board approve the Notice of Award and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction.

Commissioner Sykes moved to approve the Notice of Award as requested. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

5. **Utilities - Resolution in Support of Grant Funding for Rehabilitation of Navassa Water Distribution and Sewer Collection Systems (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve a resolution authorizing the County Manager to execute an application for grant funding to the North Carolina Department of Environmental Quality Drinking Water State Revolving Fund and the Clean Water State Revolving Fund to address needed repairs within the utility system to be conveyed from the Town of Navassa.

Mr. Nichols explained that the State requires a resolution in order for the County to apply for State Revolving Funds. Funding is needed for the merger with the Town of Navassa to rehabilitate their water and wastewater systems. This action will not commit the County to taking funds but will give the County the opportunity to apply in April for these special funds that are set aside for the merger of non-viable utilities. The Town of Navassa is also putting together a resolution. Mr. Nichols further explained that the County will also have to meet with the Local Government Commission to obtain their concurrence that Navassa is a non-viable system.

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

**RESOLUTION IN SUPPORT OF GRANT FUNDING FOR REHABILITATION OF NAVASSA WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS**

**WHEREAS**, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system project, and

# DRAFT

**WHEREAS**, Brunswick County has need for and intends to construct a drinking water distribution system project described as Repairs and Rehabilitation of the Navassa Water Distribution and Sewer Collections Systems, and

**WHEREAS**, Brunswick County intends to request state grant assistance for the project.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Commissioners of Brunswick County:

- 1) That Brunswick County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.
- 2) That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
- 3) That the Board of Commissioners of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Brunswick County to make scheduled repayment of the loan, to withhold from the Board of Commissioners any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
- 4) That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.
- 5) That Randell Woodruff, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.
- 6) That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
- 7) That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

ADOPTED this the 16<sup>th</sup> day of March, 2020.

Frank Williams, Chairman  
Brunswick County Board of Commissioners

## **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of Commissioners of the County of Brunswick does hereby certify: That the above resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Brunswick County Board of Commissioners duly held on the 16<sup>th</sup> day of March, 2020; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 16<sup>th</sup> day of March, 2020.

Andrea White, NCCC  
Clerk to the Board

**VIII. OTHER BUSINESS/INFORMAL DISCUSSION**

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

1. Commissioner Forte discussed recent emails he received related to visitors traveling to Brunswick County. The Board concurred that everyone should practice the same protocols to include social distancing, hand washing, avoiding large groups, and staying home if sick.

**IX. ADJOURNMENT**

Commissioner Cooke moved to adjourn the meeting at 6:27 p.m. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

---

Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

---

Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

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

**From:**

Bryan Batton

County Attorney - Declaration of Surplus Property

**Issue/Action Requested:**

Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

**Background/Purpose of Request:**

The County has obtained Parcel # 1820000404 through foreclosure at a cost of \$ 9,312.51; the tax value of the property is \$ 67,450.00. This parcel of land needs to be added to the County's surplus list.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

To consider declaring Parcel # 1820000404 as surplus land, and if so, then to put them on the County's website as such.

**County Manager's Recommendation:**

Recommend the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

**ATTACHMENTS:**

Description

- ▣ Commissioner Deed for Parcel 1820000404

This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 182000 0404 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

MAR 13 2020 [Signature]  
Date (Asst) Tax Col. / Del. Tax Sec



B4330 P1358 03-16-2020 14:00:38.000  
Brenda M. Clemmons PROP  
Brunswick County, NC Register of Deeds page 1 of 2

Return to Bryan Batton Type Box  
2 Total 26 Rev 0 Int. ME  
Ok \$ 26 Ok # 4435 Cash \$  
Refund Cash \$ Finance  
☒ Portions of document are illegible due to condition of original.  
☒ Document contains seals verified by original instrument and cannot be reproduced or copied.

Prepared by: Bryan W. Batton, Post Office Box 249, Bolivia, NC 28422

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 13<sup>th</sup> day of March, 2020, by Bryan W. Batton, Commissioner, to County of Brunswick, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. Taylor & Coffey, LLC", Case # 19 CVD 1632 and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 21<sup>st</sup> day of February, 2020, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **County of Brunswick** became the last and highest bidder for said land for the sum of \$ 9,312.51 for Parcel # 1820000404 and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$ 9,312.51 for Parcel # 182000404, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 1820000404:

BEING all of that certain tract or parcel of land designated as Tract A, as more particularly described on the survey entitled "Taylor & Coffey of TRACTS A, B, & C," dated July 10, 2006 and revised December 20, 2007 by James R. Tompkins, P.L.S., which is duly recorded in Map Cabinet 47 at Page 92, of the Brunswick County Registry.

This conveyance is made subject to 2020 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to



**County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

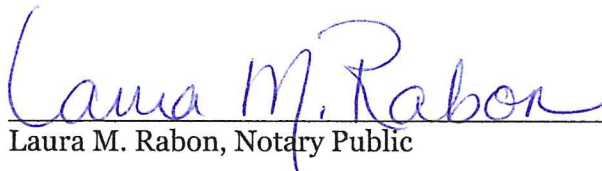
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

  
\_\_\_\_\_(SEAL)  
Bryan W. Batton, Commissioner

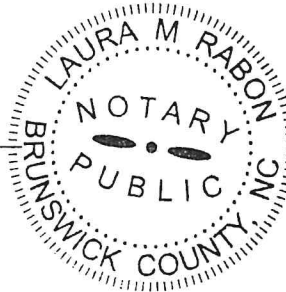
NORTH CAROLINA  
BRUNSWICK COUNTY

I, Laura M. Rabon, Notary Public of this County, do hereby certify that Bryan W. Batton, commissioner, grantor, personally appeared before me this day and that I have personal knowledge of the identity of the principal; that he acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein.

Witness my hand and official seal this 13<sup>th</sup> day of March, 2020.

  
Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.







**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**From:**  
Julie A. Miller

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

Finance - Brunswick County Schools Carolina Furnishings and Designs Purchase

**Issue/Action Requested:**

Carolina Furnishings and Designs state contract number 420A has been working with staff to secure optimal pricing and proper configuration of school office and classroom furnishings at the new Town Creek Middle School. The quote for furnishings is below state contract prices at \$495,677.84.

Brunswick County Board of Education approved the quote and purchase requisition for forward to the County of Brunswick approval and signature on March 31, 2020. This purchase falls within the Bond Referendum Project fund allocations for these projects.

**Background/Purpose of Request:**

Funds available in project

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board approve the office and classroom furnishings purchase of \$495,677.84 for the Town Creek Middle School.

**ATTACHMENTS:**

Description

- 20200406 Attach BCS Carolina Furnishing Town Creek Middle School



# BRUNSWICK COUNTY SCHOOLS

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

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

**Date:** March 31, 2020

**To:** Sue Rutledge, Chief Operations Officer

**From:** Cherie Suther, Capital Projects

**Subject:** Purchase Approval of furniture for Town Creek Middle School - \$495,677.84

## BACKGROUND

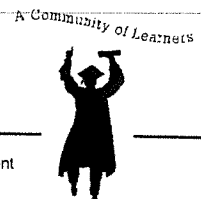
The New Town Creek Middle School (TCMS) was approved in the November 2016 Bond.

## CURRENT STATUS

The furniture order for the new Town Creek Middle School is attached. Carolina Furnishing and Designs state contract number 420A, has been working with staff to secure optimal pricing and proper configuration for school office and classroom furnishings. The quote for furnishing is below state contract prices. The consultant for Carolina Furnishings has been working with Dr. Deberry, Craig Eckert, Molly White and other school staff to make sure that the needs are met in all classrooms.

## RECOMMENDATIONS

Staff recommends that the Board approve forwarding this purchase requisition to the County for approval at their next meeting.

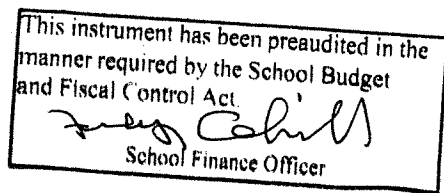


Action of the Board of Education

Approved: ☒ 3/31/2020  
Consent Agenda: ☐  
Denied: ☐  
Deferred: ☐  
Until: \_\_\_\_\_

Attest: Clerk to the Board

Victoria Bullock  
Signature



Purchase Order No.

**Brunswick County Schools  
Operations Division  
Requisition for Purchasing**

Requisition Number

BUDGET CODE: 4.9020.695.541.000.867.00BJE ATTACHED? yesDEPARTMENT capitalVENDOR NUMBER 457370DATE 3/26/2020 15:12VENDOR NAME Carolina Furnishings and DesignREQUESTED BY: Cherie SutherAPPROVED BY: Program Director

Quantity Ordered	Unit	Commodity Number	Description	Unit Price	Total Cost
1			Furniture for offices, classrooms, media center,		
			cafeteria, art and music classrooms per quote		
			TCMS-March 25,2020		464,335.21
					-
			NC state contract #420A		-
					-
					-
					-
					-
					-
			Terms and Conditions will be governed by		-
			Brunswick County Schools		
					-

Are there adequate funds available in the code above? If not, a journal entry is required.

Total this page \$ 464,335.21

Total other pages

Order Total \$ 464,335.21

Freight

County Commissioner

Subtotal \$ 464,335.21

Sales tax 6.75%

Labor

Total \$ 464,335.21

Julie Miller, Chief Finance Officer, County of Brunswick

Freyja Cahill, Chief Finance Officer, Brunswick County Schools



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

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

Finance - Fiscal Items

**From:**

Julie A. Miller

**Issue/Action Requested:**

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

**-Budget Amendment Social Services Additional LIEAP Funding**

Appropriate \$11,750 of additional federal low income home energy assistance funding for the December 2019 thru May 2020 service months.

**-Budget Amendment Sheriff's Office Insurance Proceeds**

Appropriate \$28,000 of insurance proceeds for repair of damaged vehicles.

**-Budget Amendment Energy Neighbors Additional Funding**

Appropriate \$3,791 additional state revenues restricted for the Duke Energy Progress-Energy Neighbor Fund for service months June 2019 thru May 2020.

**Background/Purpose of Request:**

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

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

**ATTACHMENTS:**

Description

- ☐ 20200406 Budget Amendment Additional LIEAP Funding
- ☐ 20200406 Attach LIHEAP #2 2019-20
- ☐ 20200406 Budget Amendment Sheriff's Office Insurance Proceeds
- ☐ 20200406 Budget Amendment Additional Energy Neighbors Funding

Request Info	
Type	Budget Amendment
Description	Additional LIEAP Funding
Justification	Board Meeting 04/06/2020-Appropriate \$11,750 of additional federal low income home energy assistance funding for the December 2019 thru May 2020 service months.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
145310	331033	DSS-Administration	LEAP-Low/Income Energy Asst	11750	Increase	Credit
145310	449906	DSS-Administration	DSS LIEAP	11750	Increase	Debit

Total	
Grand Total:	23500



## DIVISION OF SOCIAL SERVICES

### Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

EFFECTIVE DATE: 12/01/2019

AUTHORIZATION NUMBER: 2

#### ALLOCATION PERIOD

FROM DECEMBER 2019 THRU MAY 2020 SERVICE MONTHS

FROM JANUARY 2020 THRU JUNE 2020 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	637,067.00	637,067.00	0.00	0.00	637,067.00	637,067.00
02	ALEXANDER	117,086.00	117,086.00	0.00	0.00	117,086.00	117,086.00
03	ALLEGHANY	53,804.00	53,804.00	1,290.00	1,290.00	55,094.00	55,094.00
04	ANSON	159,076.00	159,076.00	47,000.00	47,000.00	206,076.00	206,076.00
05	ASHE	115,293.00	115,293.00	5,875.00	5,875.00	121,168.00	121,168.00
06	AVERY	67,404.00	67,404.00	587.00	587.00	67,991.00	67,991.00
07	BEAUFORT	277,595.00	277,595.00	5,875.00	5,875.00	283,470.00	283,470.00
08	BERTIE	145,660.00	145,660.00	2,937.00	2,937.00	148,597.00	148,597.00
09	BLADEN	206,425.00	206,425.00	0.00	0.00	206,425.00	206,425.00
10	BRUNSWICK	422,026.00	422,026.00	11,750.00	11,750.00	433,776.00	433,776.00
11	BUNCOMBE	863,499.00	863,499.00	5,875.00	5,875.00	869,374.00	869,374.00
12	BURKE	376,319.00	376,319.00	0.00	0.00	376,319.00	376,319.00
13	CABARRUS	603,855.00	603,855.00	0.00	0.00	603,855.00	603,855.00
14	CALDWELL	365,283.00	365,283.00	587.00	587.00	365,870.00	365,870.00
15	CAMDEN	23,446.00	23,446.00	0.00	0.00	23,446.00	23,446.00
16	CARTERET	232,595.00	232,595.00	0.00	0.00	232,595.00	232,595.00
17	CASWELL	121,974.00	121,974.00	2,350.00	2,350.00	124,324.00	124,324.00
18	CATAWBA	575,439.00	575,439.00	0.00	0.00	575,439.00	575,439.00
19	CHATHAM	176,546.00	176,546.00	1,762.00	1,762.00	178,308.00	178,308.00
20	CHEROKEE	129,106.00	129,106.00	5,990.00	5,990.00	135,096.00	135,096.00
21	CHOWAN	75,422.00	75,422.00	2,937.00	2,937.00	78,359.00	78,359.00
22	CLAY	46,592.00	46,592.00	2,350.00	2,350.00	48,942.00	48,942.00
23	CLEVELAND	547,890.00	547,890.00	0.00	0.00	547,890.00	547,890.00
24	COLUMBUS	340,294.00	340,294.00	0.00	0.00	340,294.00	340,294.00
25	CRAVEN	418,256.00	418,256.00	0.00	0.00	418,256.00	418,256.00
26	CUMBERLAND	1,744,910.00	1,744,910.00	0.00	0.00	1,744,910.00	1,744,910.00
27	CURRITUCK	64,273.00	64,273.00	0.00	0.00	64,273.00	64,273.00
28	DARE	84,618.00	84,618.00	0.00	0.00	84,618.00	84,618.00
29	DAVIDSON	689,663.00	689,663.00	-55,000.00	-55,000.00	634,663.00	634,663.00
30	DAVIE	135,562.00	135,562.00	0.00	0.00	135,562.00	135,562.00
31	DUPLIN	292,479.00	292,479.00	0.00	0.00	292,479.00	292,479.00
32	DURHAM	1,210,732.00	1,210,732.00	0.00	0.00	1,210,732.00	1,210,732.00
33	EDGEcombe	409,745.00	409,745.00	7,050.00	7,050.00	416,795.00	416,795.00
34	FORSYTH	1,587,027.00	1,587,027.00	0.00	0.00	1,587,027.00	1,587,027.00
35	FRANKLIN	265,431.00	265,431.00	-25,000.00	-25,000.00	240,431.00	240,431.00
36	GASTON	959,365.00	959,365.00	0.00	0.00	959,365.00	959,365.00
37	GATES	49,444.00	49,444.00	2,937.00	2,937.00	52,381.00	52,381.00
38	GRAHAM	39,852.00	39,852.00	1,175.00	1,175.00	41,027.00	41,027.00
39	GRANVILLE	201,405.00	201,405.00	0.00	0.00	201,405.00	201,405.00
40	GREENE	127,462.00	127,462.00	0.00	0.00	127,462.00	127,462.00
41	GUILFORD	2,229,395.00	2,229,395.00	0.00	0.00	2,229,395.00	2,229,395.00
42	HALIFAX	422,561.00	422,561.00	23,500.00	23,500.00	446,061.00	446,061.00
43	HARNETT	543,200.00	543,200.00	0.00	0.00	543,200.00	543,200.00
44	HAYWOOD	248,428.00	248,428.00	0.00	0.00	248,428.00	248,428.00
45	HENDERSON	316,474.00	316,474.00	0.00	0.00	316,474.00	316,474.00
46	HERTFORD	163,168.00	163,168.00	0.00	0.00	163,168.00	163,168.00
47	HOKE	246,477.00	246,477.00	0.00	0.00	246,477.00	246,477.00

**Low-Income Home Energy Assistance (LIEAP)**
**AUTHORIZATION NUMBER: 2**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	26,950.00	26,950.00	3,525.00	3,525.00	30,475.00	30,475.00
49	IREDELL	456,101.00	456,101.00	0.00	0.00	456,101.00	456,101.00
50	JACKSON	159,061.00	159,061.00	-40,000.00	-40,000.00	119,061.00	119,061.00
51	JOHNSTON	758,476.00	758,476.00	0.00	0.00	758,476.00	758,476.00
52	JONES	60,647.00	60,647.00	3,525.00	3,525.00	64,172.00	64,172.00
53	LEE	261,083.00	261,083.00	-10,083.00	-10,083.00	251,000.00	251,000.00
54	LENOIR	389,669.00	389,669.00	0.00	0.00	389,669.00	389,669.00
55	LINCOLN	276,804.00	276,804.00	0.00	0.00	276,804.00	276,804.00
56	MACON	142,848.00	142,848.00	0.00	0.00	142,848.00	142,848.00
57	MADISON	92,990.00	92,990.00	3,525.00	3,525.00	96,515.00	96,515.00
58	MARTIN	139,913.00	139,913.00	1,175.00	1,175.00	141,088.00	141,088.00
59	MCDOWELL	217,544.00	217,544.00	8,812.00	8,812.00	226,356.00	226,356.00
60	MECKLENBURG	3,424,827.00	3,424,827.00	0.00	0.00	3,424,827.00	3,424,827.00
61	MITCHELL	66,556.00	66,556.00	352.00	352.00	66,908.00	66,908.00
62	MONTGOMERY	123,314.00	123,314.00	0.00	0.00	123,314.00	123,314.00
63	MOORE	279,979.00	279,979.00	-15,000.00	-15,000.00	264,979.00	264,979.00
64	NASH	432,924.00	432,924.00	0.00	0.00	432,924.00	432,924.00
65	NEW HANOVER	856,132.00	856,132.00	-58,000.00	-58,000.00	798,132.00	798,132.00
66	NORTHAMPTON	146,006.00	146,006.00	0.00	0.00	146,006.00	146,006.00
67	ONSLow	614,867.00	614,867.00	0.00	0.00	614,867.00	614,867.00
68	ORANGE	403,892.00	403,892.00	0.00	0.00	403,892.00	403,892.00
69	PAMLICO	55,675.00	55,675.00	1,175.00	1,175.00	56,850.00	56,850.00
70	PASQUOTANK	211,924.00	211,924.00	1,175.00	1,175.00	213,099.00	213,099.00
71	PENDER	212,778.00	212,778.00	0.00	0.00	212,778.00	212,778.00
72	PERQUIMANS	66,144.00	66,144.00	1,175.00	1,175.00	67,319.00	67,319.00
73	PERSON	180,849.00	180,849.00	0.00	0.00	180,849.00	180,849.00
74	PITT	947,688.00	947,688.00	0.00	0.00	947,688.00	947,688.00
75	POLK	64,226.00	64,226.00	-26.00	-26.00	64,200.00	64,200.00
76	RANDOLPH	599,573.00	599,573.00	0.00	0.00	599,573.00	599,573.00
77	RICHMOND	337,907.00	337,907.00	1,762.00	1,762.00	339,669.00	339,669.00
78	ROBESON	1,044,985.00	1,044,985.00	0.00	0.00	1,044,985.00	1,044,985.00
79	ROCKINGHAM	424,755.00	424,755.00	0.00	0.00	424,755.00	424,755.00
80	ROWAN	593,240.00	593,240.00	0.00	0.00	593,240.00	593,240.00
81	RUTHERFORD	319,508.00	319,508.00	0.00	0.00	319,508.00	319,508.00
82	SAMPSON	344,555.00	344,555.00	35,250.00	35,250.00	379,805.00	379,805.00
83	SCOTLAND	260,970.00	260,970.00	0.00	0.00	260,970.00	260,970.00
84	STANLY	217,958.00	217,958.00	0.00	0.00	217,958.00	217,958.00
85	STOKES	170,636.00	170,636.00	0.00	0.00	170,636.00	170,636.00
86	SURRY	331,895.00	331,895.00	0.00	0.00	331,895.00	331,895.00
87	SWAIN	58,708.00	58,708.00	0.00	0.00	58,708.00	58,708.00
88	TRANSYLVANIA	130,637.00	130,637.00	0.00	0.00	130,637.00	130,637.00
89	TYRRELL	23,892.00	23,892.00	470.00	470.00	24,362.00	24,362.00
90	UNION	537,341.00	537,341.00	0.00	0.00	537,341.00	537,341.00
91	VANCE	326,800.00	326,800.00	14,100.00	14,100.00	340,900.00	340,900.00
92	WAKE	2,312,027.00	2,312,027.00	0.00	0.00	2,312,027.00	2,312,027.00
93	WARREN	123,126.00	123,126.00	8,812.00	8,812.00	131,938.00	131,938.00
94	WASHINGTON	87,522.00	87,522.00	587.00	587.00	88,109.00	88,109.00
95	WATAUGA	180,963.00	180,963.00	-30,000.00	-30,000.00	150,963.00	150,963.00
96	WAYNE	677,823.00	677,823.00	5,875.00	5,875.00	683,698.00	683,698.00
97	WILKES	347,063.00	347,063.00	0.00	0.00	347,063.00	347,063.00
98	WILSON	430,053.00	430,053.00	0.00	0.00	430,053.00	430,053.00
99	YADKIN	132,934.00	132,934.00	0.00	0.00	132,934.00	132,934.00
100	YANCEY	84,277.00	84,277.00	9,987.00	9,987.00	94,264.00	94,264.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	\$ 40,298,638.00	\$ 40,298,638.00	\$ -	\$ -	\$ 40,298,638.00	\$ 40,298,638.00



**Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 2**

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds Block Grant  
**CFDA Number:** 93.568  
**CFDA Name:** Low-Income Home Energy Assistance  
**Award Name:** Low-Income Home Energy Assistance  
**Award Number:** G19B1NCLIEA & G20B1NCLIEA  
**Award Date:** FFY 2019 & 2020  
**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law 2019 (House Bill 966).

These funds cannot be spent until after December 1, 2019.

**XS411 Heading:** LIHEAP

**Tracked on XS411:** Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO  
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**



**DATE:**

**January 10, 2020**

Request Info	
Type	Budget Amendment
Description	Insurance Refunds
Justification	Board Meeting 04/06/2020-Appropriate \$28,000 of insurance proceeds for repair of damaged vehicles.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	28000	Increase	Credit
104310	435300	Sheriff's Office	Repair and Maint - Vehicles	28000	Increase	Debit

Total	
Grand Total:	56000

Request Info	
Type	Budget Amendment
Description	Energy Neighbors addtnl funds
Justification	Board Meeting 04/06/2020-Appropriate \$3,791 additional state revenues restricted for the Duke Energy Progress-Energy Neighbor Fund for service months June 2019 thru May 2020.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
145310	332069	DSS-Administration	Progress Entergy-Energy Neigh	3791	Increase	Credit
145310	449905	DSS-Administration	DSS Progress Energy	3791	Increase	Debit

Total	
Grand Total:	7582



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

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

**From:** Health and Human Services - Health Services - FY 20-21 State  
David Stanley, HHS Executive Director Consolidated Agreement Approval

**Issue/Action Requested:**

Request that the Board of Commissioners review and approve the consolidated agreement for FY 20-21 between the State of North Carolina and Brunswick County Health Services.

**Background/Purpose of Request:**

The purpose of the annual consolidated agreement is to maintain and promote the advancement of public health in North Carolina. The provisions of the agreement constitute the terms and conditions applicable to all health service activities that receive funding from state and federal sources.

Staff recommends approval of the consolidated agreement for FY 20-21.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners review and approve the consolidated agreement for FY 20-21 between the State of North Carolina and Brunswick County Health Services.

**ATTACHMENTS:**

Description

- ▣ FY 20-21 Consolidated Agreement

## FY 2021 CONSOLIDATED AGREEMENT

This Agreement is made between the **North Carolina Department of Health and Human Services, Division of Public Health** (hereinafter referred to as “DPH”) and the **Brunswick County Health and Human Services** (herein after referred to as “LHD”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from June 1, 2020 to May 31, 2021 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

Now, therefore, DPH and the LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Agreement.)

### A. LHD RESPONSIBILITIES

#### a. Performance

1. The LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable federal and North Carolina laws and regulations.
2. The LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. The LHD must negotiate these Agreement Addenda in good faith to the satisfaction of DPH representatives as part of the Agreement execution. The LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the DPH section, branch or program.
3. The LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. The LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. The LHD shall provide to DPH a copy of any rules adopted, amended or rescinded by the LHD governing board pursuant to NCGS § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.
5. The LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. The LHD shall not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.
7. LHDs shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP), formerly known as Pregnancy Care Management (OBCM), and Care Management for At-Risk Children (CMARC), formerly known as Care Coordination for Children (CC4C). These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders or local funds.



- a) Per federal CAPTA requirements, a notification to the county child welfare agency must occur upon identification of an infant as "substance-affected," as defined by NC DHHS, for the development of a Plan of Safe Care (POSC). The Plan of Safe Care requires that all substance-affected infants be referred by the local Child Welfare Agency to the LHD for CMARC/CC4C for care management and care coordination, regardless of insurance coverage.
- b) Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services.
- c) The LHD shall use every resource including technical assistance from the regional consultants and Women's and Children's Health (WCH) Section to resolve issues to prevent discontinuation of services.
- d) In the event that the LHD determines it cannot directly provide CMHRP and/or CMARC, the LHD shall:
  - 1) Notify the DPH Director in writing of the LHD's intention to discontinue the service at least 90 days in advance of any planned action.
  - 2) Cooperate with DPH in identifying another LHD that can provide these care management services.
  - 3) Provide a written plan outlining the agreed upon terms for the transition to the DPH Director.

Discontinuation of CMHRP and CMARC without an approved transition plan may result in the withholding of all funds to the LHD at the discretion of the DPH Director.

8. The LHD shall notify the DPH Director if there is a legal name change to the LHD, the LHD becomes part of a consolidated human services agency, a district or a public health authority or if there is any other governance change, or if the LHD is not subject to the NC Human Resources Act. Notification should be in writing, within the next business day, and provide an organization chart and any relevant supporting documents reflecting the changes.
9. The LHD shall assure DPH that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure is increased annually based on a federally accepted inflation index. This revised baseline figure has been calculated and is provided as Attachment A to this Consolidated Agreement for the LHD's use in budget preparation.
10. The LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resource's Local Government Schedules records retention policy and in accordance with the retention of those records as described in Section D.f. Records resulting from these services shall not be destroyed, purged or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State's 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 Agreement 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.

**b. Data/Reporting**

1. The LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
2. The LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. The LHD shall provide access to patient records to authorized staff from DPH for technical consultation, program monitoring, and program evaluation, as specified by this Agreement, Agreement Addenda for State-funded budgets, statute, and North Carolina Administrative Code.
4. The LHD shall provide client, service, encounter, and other data through NC's centralized automated system known as the LHD Health Services Analysis. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by NCGS § 130A-34.2 the LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
5. The LHD shall share data with DPH to support public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party's data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.
6. The LHD shall provide Network and internet access at its facilities (or to the county network where desired) at a minimum speed of a full T1 line in order to:
  - a) Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA) and Electronic Birth Registration System (EBRS).
  - b) Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
  - c) Access DPH training material and information used for training staff, including access to webinars
  - d) Maintain a secure infrastructure for remote data entry in the LHDs
  - e) Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH. (Paper copies of inspection data are no longer accepted for Food, Lodging, and Institutions inspections.)

The LHD may utilize security products (i.e., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the DPH network.

**c. Assessments and Plans**

1. The LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
  - a) A comprehensive community health assessment (CHA) at least every four years, for each county or health district. The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and the local community health coalitions and shall include the collection and analysis of primary data at the county and district level (if such exists), secondary data from the State Center for Health Statistics (SCHS) and other sources, and an assessment and analysis of community resources. The CHA shall identify a list of community health problems based on the assessment. Each identified problem shall be prioritized and described in the narrative. The CHA will include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1. The CHA is due on the first Monday in March following the year of assessment. Refer to CHA tools at <https://publichealth.nc.gov/lhd/index.htm>
  - b) Community Health Improvement Plans (CHIPs) no later than six months after the completion of the comprehensive community health assessment (CHA). The CHIPs are due by the first Monday in September following the year of assessment.
    - 1) A CHIP is written for each of two prioritized health problems.
    - 2) One CHIP can be short term in nature (focus for 1-3 years), but the second CHIP must be long term (focus for 5-10 years).
    - 3) Each CHIP shall use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
    - 4) The long-term CHIP must utilize Healthy North Carolina 2030 (HNC 2030) indicators or other evidence-based health status indicators.
    - 5) The long-term CHIP shall include short-term and long-term interventions with a goal of improving population health indicators (morbidity and mortality).
    - 6) The long-term CHIP could potentially persist for several CHA cycles. With each CHA cycle, the CHIP must be updated to demonstrate that:
      - a. the health problem persists and continues to be a priority
      - b. the current interventions are effective, or that new interventions are needed, and
      - c. the interventions need to be expanded to a new target population.
    - 7) All CHIPs shall include a plan for staffing, training, implementation, monitoring, evaluating, and sustaining.
  - c) The LHD shall provide a state of the county or district health report (SOTCH) during each of the interim years between community assessments. The SOTCH shall include progress made on each CHIP evaluation measure. The SOTCH is due by the first Monday in March during the years a CHA is not submitted.
  - d) The LHD shall make requests for variances in submission of CHA, CHIPs, and SOTCH documents in writing in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics [cha.sotch@dhhs.nc.gov](mailto:cha.sotch@dhhs.nc.gov).



## **B. DPH RESPONSIBILITIES**

### **a. Training, Consultation, and Support**

1. DPH shall provide training to the LHD for the LHD's response to this Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DPH to the LHD.
2. DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DPH shall conduct liaison activities with LHDs for general problem solving and technical support.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the Local and Community Support (LCS) Section. Contact the Deputy Director/Section Chief LCS. Broad content areas include, but are not limited to:
  - a) Board Relations
  - b) Management Teams and Staffing
  - c) Policy Development
  - d) Program Planning and Implementation
  - e) Quality and Performance Improvement
  - f) General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific section or branch head.
6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs via LCS: Local Technical Assistance and Training (LTAT) Branch. Contact the Chief Public Health Nurse/Branch Head LTAT.
7. DPH shall provide support and consultation to the public health workforce in LHDs, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head LTAT.

### **b. Performance**

1. DPH shall act as the principal liaison between the public health system and the State's Medicaid agency on issues related to Medicaid reimbursed services provided by the State and the LHD and shall cooperate with the State Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

2. For services of the State Laboratory of Public Health (SLPH), DPH shall:

- a) Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
- b) Assure qualified personnel to process, analyze and report test results;
- c) Assure that the SLPH maintains CLIA certification;
- d) Submit invoices to the LHDs via electronic means;
- e) Collect interest (per NCGS § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
- f) Provide a qualified Laboratory Director and a Technical Consultant for LHDs' laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures and policies.

3. DPH will provide support and training for the LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Agreement.

4. DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.

**c. Data/Reporting**

1. DPH shall provide automated data and surveillance systems, as available, to collect DPH program-related data from client, service, encounter and other data on behalf of the LHDs and other public health programs. DPH shall provide business and technical support for the automated system to the users of this system. DPH shall notify LHDs as opportunities and/or timelines for improved or emerging technology systems emerge.

- a) LHD-Health Services Analysis: for automated reporting of clinical service data fields.
- b) Environmental Health Inspection Data System-EHIDS (formerly NC BETS): for Food and Lodging inspection and billing data
- c) Electronic surveys for gathering statewide data for external funders, as required
- d) Aid-to-County System for reporting all local expenditures and claiming State funds
- e) The North Carolina Health Alert Network (HAN)
- f) North Carolina Electronic Disease Surveillance System (NCEDSS)
- g) North Carolina Immunization Registry (NCIR)
- h) Electronic Birth Registration System (EBRS)
- i) Others may be added as developed.

2. DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information received by DPH in its capacity as a covered entity or business associate shall be protected as required by HIPAA (see Attachment B: Business Associate Addendum to this Consolidated Agreement).



3. DPH will coordinate with the NC Association of Local Health Directors to support data collection, analysis and publication.
- d. **Fund Availability and Notification** DPH shall provide to the LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute.
  1. An exception is the Food & Lodging distributions required by NCGS § 130A-248(d). DPH shall provide the Food & Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food & Lodging Agreement Addendum.
  2. The Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food & Lodging and will be provided to the LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food & Lodging funds to the LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food & Lodging Local Health LHD Request for Payment Form.
  3. DPH shall provide a Funding Authorization document to the LHD after the receipt of the Certified State Budget.
  4. DPH shall make funds available to the LHD at the beginning of each fiscal year upon receipt of this executed Agreement, and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to the LHD according to the DHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

## C. FUNDING STIPULATIONS

### a. Use of Funds

1. Funding for this Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement and the Agreement Addenda.
2. During the period of this Agreement, the LHD shall not use State, federal or Special Project funds received under this Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section D. Fiscal Control, Paragraph h. Local Appropriations Budget below).

### b. Compliance

1. To receive funding under this Agreement, the LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. The LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 CFR Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.

3. LHD charges/billing. The LHD shall:

- a) Establish one charge per clinical/support service for all payors (including Medicaid) based on their related costs as permitted by NCGS § 130A-39(g).
- b) Bill All Payors the established charge except when billing 340B Drug Pricing Program drugs or devices to Medicaid. All drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost.
- c) The LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
- d) Make every reasonable effort to collect charges for services through public or private third-party payors, except where prohibited by federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.
- e) All LHD fees, including environmental health fees shall be reviewed annually by the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance.

4. The LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 CFR 200, when utilizing federal grant funds.

- a) When procuring goods and services with federal grant funds, the LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.

5. When administering the Women, Infants, and Children's Program (WIC), the LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the LHD to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.

6. The LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds:

- a) Certification regarding Nondiscrimination
- b) Certification regarding Drug-Free Workplace Requirements
- c) Certification regarding Environmental Tobacco Smoke.
- d) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- e) Certification regarding Lobbying.

7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the LHD is required to submit to DPH information that is reportable by DPH for all qualified sub-awardees of federal funds. The LHD will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by the LHD will be used by DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.



8. The LHD shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less than annually in order to maintain an active status. To update the registration, the LHD must log in at the SAM home page, [www.sam.gov](http://www.sam.gov), and follow the instructions found there.

**c. Training Reimbursement**

1. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, the LHD may request reimbursement for:
  - a) Nursing service personnel participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be filed by the LHD to the Public Health Nursing and Professional Development Unit within the same fiscal year the course is completed.
  - b) LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be filed by the LHD to the Public Health Nursing and Professional Development Unit within the same fiscal year the course is completed.

The Training Reimbursement Form can be found at <https://publichealth.nc.gov/lhd/> under the Training Resources section or at <https://ncpublichealthnursing.org/continuing-education/>

2. Subject to the availability of funds and approval of the Environmental Health Section, the LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be filed by the LHD to the Environmental Health Section within the same fiscal year the training is completed. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available at <https://ehs.ncpublichealth.com/oet/index.htm>)
  - a) For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
    - 1) Food Protection & Facilities Track — \$280
    - 2) On-Site Water Protection Track — \$560
    - 3) Tier 2 General EH Module — \$280
  - b) For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
    - 1) Food, Lodging, & Institutions— \$170
    - 2) Child Care & School Sanitation— \$62
    - 3) On-site Water Protection— \$450
    - 4) Private Drinking Water Wells— \$62
    - 5) Public Swimming Pools— \$62
    - 6) Tattoo— \$62
  - c) A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed. Reimbursement requires

successful completion of the course and requests must be filed by the LHD within 60 days course completion.

- 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
- 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
- 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
- 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

#### d. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
  - a) For Inventory Purposes
    - 1) Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer's *Policy Manual for Local Government, Chapter 20, Capital Assets*.
    - 2) All equipment with an acquisition cost of \$500 or more which was purchased with Women, Infants and Children (WIC) Program Funds, prior to January 1, 2018 will be inventoried with the Women's and Children's Health Section. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the Nutrition Services Branch a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.
  - b) For Prior Approval Purposes
    - 1) Except for WIC, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with Public Health Preparedness & Response Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
    - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must



receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.

c) For Accounting Purposes

- 1) The LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.

2. Prior approval required for purchases other than equipment:

- a) For Public Health Preparedness & Response Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
- b) The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.

## D. FISCAL CONTROL

- a. The LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
  1. The LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
- b. The LHD shall execute written agreements with all parties who invoice the LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- c. The LHD, when subcontracting, must meet the following conditions:
  1. The LHD is not relieved of any of the duties and responsibilities provided in this Agreement.
  2. The LHD will not enter into a subcontractual financial assistance agreement with any entity on the North Carolina Office of State Budget and Management (OSBM) "Suspension of Funding" list (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. SOFLs are available on the OSBM website (<https://www.osbm.nc.gov/management/grants>).
  3. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the LHD to comply with these standards.
  4. The subcontractor shall be subject to all conditions of this contract and of any subsequent Agreement Addenda for which they perform work on behalf of the LHD.
  5. The subcontractor will agree to allow State and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the LHD.
  6. Upon request, the LHD will make available to the State a copy of subcontracts supported with State or federal funds.
- d. The LHD must receive prior written approval from the State to subcontract when any of the following conditions exist:
  1. The LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.
  2. The LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum.



3. The LHD proposes to subcontract for services in the Women, Infants and Children (WIC) Program.
- e. The LHD shall mail a signed copy of all public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931.
- f. The LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement, Agreement Addenda, Agreement Addendum Revisions and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources and located on their website at: <https://archives.ncdcr.gov/documents/local-health-departments-schedule>
- g. **Audits/Monitoring:** The county or the LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.
- h. **Local Appropriations Budget:** The LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DPH and the specific guidance from the respective programs.
- i. **Local Earned Revenues Budgeting and Reporting:** The LHD shall observe the following conditions when budgeting and reporting Local Earned Revenues:
  1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
  2. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:
    - a) Revenue generated by Women's and Children's Health (WCH) Section Programs may be budgeted and expended (consequently reported) in any WCH Section Program, unless a specific Agreement Addendum has a more restrictive requirement.
    - b) Revenue generated by a local clinic or program that has no State-funded budget (no State or federal funds) shall be budgeted and associated expenditures reported in a State Program Activity that most closely matches the deliverables of the respective State program. This process will enable the collection of total expenditures in public health per program.
  3. The LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
  4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 CFR Part 200.
  5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.



6. The amount of Title XIX fees budgeted and expended in FY 2020-2021 must equal or exceed the amount of Title XIX revenues earned during FY 2018-2019. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the LHD provides sufficient justification.
- j. **Aid-to-Counties Database and Expenditure Reports:** The LHD shall submit a monthly report of actual State, federal and local expenditures to the DHHS Controller's Office via the Aid-to-Counties Database (ATC).
1. Specific ATC instructions and training will be provided by LTAT to LHDs and will include guidance for reporting local programs, examples include but are not limited to: Dental Clinic and Primary Care.
  2. DPH shall produce an annual ATC report in order to provide information reported that summarize LHD and statewide analysis and trending, including per-capita analysis, when applicable. This report will be produced in collaboration with NCALHD and will be posted publicly on the DPH website.
  3. The LHD shall submit to the DHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the next calendar year, provides the submission dates for these expenditures. This schedule allows the LHD at least seven days to enter the pertinent month's expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. The LHD must submit these monthly Expenditure Reports via the Aid-to-Counties Database consecutively throughout the Agreement period.
- The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.
4. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
  5. When Agreement Addenda are supported by federal funding or grants that do not coincide with the State fiscal year, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
  6. The LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.



- a) In accordance with Paragraph D.j.4 above, the LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
- b) The LHD shall review their prior reimbursement claims against payments monthly.
- c) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
- d) Any overpayments identified by either the State or the LHD will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) shall be paid from local funds.

## **E. PERSONNEL POLICIES**

- a. The LHD shall adhere to and fully comply with State and county personnel policies as applicable.
- b. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to NCGS § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
  1. The LHD is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
  2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by the DPH Education and Training Staff.
  3. The LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
- c. The LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department Staffing and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.
- d. The LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

## **F. CONFIDENTIALITY**

- a. The LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this agreement in accordance with the standards of the DHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E, Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C ("the Security Rule"), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).



- b. All information obtained by LHD personnel in connection with the provision of services or other activity under this Agreement shall be confidential, except as may be required or allowed by law or otherwise permitted by this agreement. Information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this agreement.
- c. LHD employees must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

## **G. CIVIL RIGHTS**

- a. The LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.
- b. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.
- c. As required by Title VI of the Civil Rights Act, the LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the LHD.

## **H. LHD DISBURSEMENT OF FUNDS**

- a. DPH shall disburse funds to the LHD on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
- b. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- c. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

## **I. AMENDMENT OF AGREEMENT**

Amendments, modifications, or waivers of this Agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

## **J. PROVISION OF TERMINATION**

- a. Either party may terminate this Agreement for reasons other than non-compliance upon 60 days written notice. If termination occurs, the LHD shall receive payment only for allowable expenditures.
- b. In the event of termination, DPH may withhold payment to the LHD until DPH can determine whether the LHD is entitled to further payment or whether DPH is entitled to a refund.

**K. COMPLIANCE**

a. DPH shall respond to non-compliance with all terms of this Agreement as follows:

1. Upon determination of non-compliance, DPH shall give the LHD 60 days written notice to come into compliance. If the deficiency is corrected, the LHD shall submit a written report to DPH that sets forth the corrective action taken.
2. If the above deficiency is not corrected to the satisfaction of DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
3. If the deficiency is not corrected to the satisfaction of DPH within 90 days of the written notice in Section K.a.1, program funds may be permanently suspended until the LHD can provide evidence that the deficiency has been corrected.
4. In the event of the LHD's non-compliance with clauses of this Agreement, DPH may cancel, terminate, or suspend this Agreement in whole or in part and the LHD may be declared ineligible for further DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Section K.a.1 through K.a.3 have been followed, documented, and have failed to correct the deficiency.

b. Monitoring – “Omni-Circular” 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in NCGS § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DPH must perform monitoring as required in the DHHS Policy and Procedure Manual entitled *Monitoring of Programs* dated August 1, 2002 and its DPH Subrecipient Monitoring Plan dated October 2016.

Additionally, the LHD is required under 2 CFR, Part 200 Subpart F, NCGS § 143C-6-23, and NCGS § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, the LHD shall participate fully in monitoring by DPH and shall appropriately monitor its sub-recipients to the extent necessary based on the assessed level of risk.

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

**Brunswick County Health and Human  
Services**

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

\_\_\_\_\_  
Health or Human Services Director Date

\_\_\_\_\_  
Division Director Date

\_\_\_\_\_  
Finance Officer Date

\_\_\_\_\_  
County Official Date  
(when locally required)



# **ATTACHMENT A** **LHD MAINTENANCE OF EFFORT SCHEDULE**

Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2020-21	Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2020-21
Alamance	215,751	526,218	Jackson	11,822	28,834
Albemarle District	51,320	125,169	Johnston	196,475	479,203
Alexander	33,308	81,237	Jones	22,851	55,734
Anson	27,096	66,086	Lee	57,470	140,169
Appalachian District	56,663	138,200	Lenoir	120,667	294,307
Beaufort	63,029	153,727	Lincoln	78,475	191,401
Bladen	19,564	47,716	Macon	27,277	66,529
Brunswick	122,285	298,253	Madison	55,718	135,897
Buncombe	166,104	405,127	MTW District	97,748	238,407
Burke	83,689	204,118	Mecklenburg	375,712	916,362
Cabarrus	250,406	610,740	Montgomery	24,389	59,484
Caldwell	59,226	144,452	Moore	36,243	88,397
Carteret	16,843	41,080	Nash	124,412	303,440
Caswell	31,809	77,582	New Hanover	128,664	313,811
Catawba	127,542	311,075	Northampton	71,678	174,822
Chatham	50,121	122,245	Onslow	63,147	154,016
Cherokee	11,705	28,548	Orange	258,834	631,296
Clay	1,580	3,853	Pamlico	11,162	27,224
Cleveland	243,917	594,914	Pender	0	0
Columbus	85,858	209,408	Person	42,878	104,579
Craven	113,647	277,185	Pitt	164,404	400,981
Cumberland	458,294	1,117,778	Polk**	TBD	TBD
Dare	22,597	55,115	Randolph	81,302	198,296
Davidson	100,199	244,385	Richmond	50,348	122,800
Davie	38,546	94,015	Robeson	225,422	549,804
Duplin	84,922	207,124	Rockingham	157,370	383,825
Durham	439,506	1,071,955	Rowan	178,268	434,795
Edgecombe	157,941	385,218	RPM District**	48,315	117,841
Forsyth	508,138	1,239,349	Sampson	37,229	90,801
Foothills District**	TBD	TBD	Scotland	12,388	30,213
Franklin	65,012	158,564	Stanly	23,625	57,621
Gaston	342,765	836,003	Stokes	41,687	101,675
Graham	3,949	9,632	Surry	49,658	121,116
Granville-Vance	170,160	415,020	Swain	10,674	26,033
Greene	78,527	191,527	Toe River District	49,658	121,116
Guilford	1,605,509	3,915,837	Transylvania	66,417	161,992
Halifax	118,024	287,861	Union	25,573	62,372
Harnett	69,651	169,878	Wake	758,321	1,849,545
Haywood	82,684	201,666	Warren	8,551	20,855
Henderson	109,750	267,681	Wayne	271,847	663,035
Hoke	25,698	62,678	Wilkes	73,909	180,263
Hyde	12,355	30,133	Wilson	59,617	145,407
Iredell	36,698	89,508	Yadkin	20,687	50,456
			<b>TOTAL:</b>	<b>\$10,583,276</b>	<b>\$25,812,611</b>

Citation: 130A-4.1; Consolidated Agreement clause A.a.9.

Notes: \* Adjusted for inflation, January 1985 through October 2019, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 243.9%. Reference for calculating CPI changes: [https://www.bls.gov/data/inflation\\_calculator.htm](https://www.bls.gov/data/inflation_calculator.htm)

\*\* RPM District's baselines will be divided between Foothills District and Polk. A replacement Attachment A will be provided as an amendment to this Consolidated Agreement to the affected LHDs.



**ATTACHMENT B**  
**BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This Agreement is made effective July 1, 2020, by and between **Brunswick County Health and Human Services** ("Covered Entity") and the **North Carolina Department of Health and Human Services, Division of Public Health** ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled "FY 2021 Consolidated Agreement" (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a "covered entity" 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 MOU 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. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
- b. "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, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. 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 and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, 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, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU 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 MOU, 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 MOU permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
  - 1) the 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.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. 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 MOU 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 MOU 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 MOU 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 MOU.
- b. Except as provided in this Agreement, all terms and conditions of the MOU 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 MOU, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the MOU 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 MOU for cause.

**Brunswick County Health and Human Services**

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

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Health or Human Services Director

Date

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Division Director

Date



## ATTACHMENT C FEDERAL CERTIFICATIONS

### The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action;

**OR**

☐ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

**Brunswick County Health and Human Services**

Contractor [Organization's] Legal Name

Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

### I. 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.

## II. Certification Regarding Drug-Free Workplace Requirements

1. **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 LHD 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
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: \_\_\_\_\_

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

Street Address No. 2: \_\_\_\_\_

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

3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

## III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used



routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

#### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

##### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.



### Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### V. Certification Regarding Lobbying

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### VI. Disclosure of Lobbying Activities

#### Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.



**Disclosure of Lobbying Activities**  
(Approved by OMB 0348-0046)

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, (if known)  Congressional District (if known) _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District (if known) _____
<b>6. Federal Department/Agency:</b>  Congressional District (if known) _____	<b>7. Federal Program Name/Description:</b> CFDA Number (if applicable) _____	
<b>8. Federal Action Number (if known)</b> _____	<b>9. Award Amount (if known) :</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a.) (last name, first name, MI):</i>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ actual    planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</b>  _____		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <span style="float:right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>		
<b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction Standard Form - LLL</b>

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503



## ATTACHMENT D STATE CERTIFICATIONS

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, 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)
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; **and**
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's  
Name:

**Brunswick County Health and Human Services**

Contractor's

Authorized Agent: Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

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

Human Resources - FFCRA Policy

**From:**

Melanie Turrise, Human Resources  
Director

**Issue/Action Requested:**

Request that the Board of Commissioners adopt the Families First Coronavirus Response Act Policy retro-active to April 1, 2020.

**Background/Purpose of Request:**

Effective April 1, 2020, the Families First Coronavirus Response Act became effective and provides two separate provisions for eligible employees to be granted full or partial paid emergency leave if they meet certain criteria.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners adopt the Families First Coronavirus Response Act Policy retro-active to April 1, 2020.

**ATTACHMENTS:**

Description

- ☐ FFCRA Policy
- ☐ Dept of Labor FFCRA Poster





**Brunswick County**  
**Families First Coronavirus Response Act Policy**  
**Effective April 1, 2020**

**PURPOSE:**

Brunswick County complies with all federal laws and acts related to the Families First Coronavirus Response Act (FFCRA). The Act provides two separate provisions for eligible employees to be granted full or partial paid emergency leave due to reasons related to COVID-19. These temporary emergency provisions go into effect on April 1, 2020 and end on December 31, 2020.

**SECTION 1. EMERGENCY PAID SICK LEAVE ACT**

**POLICY AND PROCEDURE:**

**ELIGIBILITY**

All full-time and part-time employees are eligible for emergency paid sick leave if they are unable to work or telework.

**REASONS FOR LEAVE**

*Employee is:*

1. Subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. Has been advised by a health care provider to self-quarantine because of COVID-19;
3. Experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. Caring for an individual subject to quarantine or isolation by federal, state, or local order, or by a health care provider;
5. Caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. Experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

**DURATION/COMPENSATION**

Full-Time eligible employees are entitled to a maximum to 80 hours of emergency paid sick leave. The amount of emergency paid sick leave available to eligible part-time employees will be prorated.

- For Reasons 1-3, employees will be paid at 100% of their regular rate of pay with a limit of \$511 per day (\$5,110 in total).
- For Reasons 4-6, employees will be paid at two-thirds (2/3) of their regular rate of pay with a limit of \$200 per day (\$2,000 in total).

Part-time employees' leave entitlement is prorated based on the number of hours the employee works, on average, over a two-week period. If necessary, a period of six months immediately preceding the request for leave may be used to determine the average number of hours worked.

## **LEAVE RULES**

You may elect to use emergency paid sick leave before using any accrued paid leave. No leave provided by the County before April 1, 2020 may be credited against your leave entitlement. In addition, emergency paid sick leave cannot be carried over after December 31, 2020.

## **REQUESTING LEAVE**

Notice should be provided to your direct supervisor as soon as possible via standard call-in/notification procedures if you need to take emergency paid sick leave. A **Families First Coronavirus Response Act Leave Request Form** should then be completed as soon as possible and submitted directly to Human Resources in order to determine eligibility and approval.

## **RETALIATION**

The County will not retaliate against employees who request or take leave in accordance with this policy.

## **EXPIRATION**

This policy expires on December 31, 2020.

## **SECTION 2. THE EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT**

### **ELIGIBILITY**

All full-time and part-time employees are eligible for the Emergency Family and Medical Leave Expansion Act (eFMLA) after 30 days of employment with the County if you are unable to work or telework.

### **REASONS FOR LEAVE**

If an employee is unable to work or telework due to a need for leave to care for your child under 18 years of age if the child's school or place of care has been closed, or the childcare provider\* is unavailable due to an emergency with respect to COVID-19 as declared by a federal, state or local authority.

\*Note that the Emergency Family and Medical Leave Expansion Act defines "childcare provider" as one who provides childcare services on a regular basis and *receives compensation* for those services. It excludes the situation where a family member has been providing childcare and is no longer available.

### **DURATION/COMPENSATION**

Job protection for a maximum of 12 weeks within a 12-month period is provided under eFMLA. Please note that the 12 weeks includes the combined total of all FMLA leave taken within the 12-month period. Pay entitlement is listed below:

- The first 10 days of eFMLA leave are unpaid.
- Employees are then paid at two-thirds (2/3) their regular rate of pay for the remaining weeks of their eFMLA leave entitlement with a limit of \$200 per day (\$10,000 in total).

## **LEAVE RULES**

- You may elect to use any accrued paid leave during the first 10 days.
- Employees are limited to a combined total of 12 weeks of FMLA leave within a 12-month period.

## **REQUESTING LEAVE**

Notice should be provided to your direct supervisor as soon as possible via standard call-in/notification procedures if you need to take emergency FMLA leave. A **Families First Coronavirus Response Act Leave Request Form** should then be completed as soon as possible and submitted directly to Human Resources in order to determine eligibility and approval.

## **RETALIATION**

The County will not retaliate against employees who request or take leave in accordance with this policy.

## **EXPIRATION**

Emergency FMLA leave is available only for as long as a federal, state or local COVID-19 state of emergency is in effect, and in any event, only through December 31, 2020.

*This policy has been provisionally approved by the County Manager and will be presented to the Board of Commissioners on April 6, 2020. The County reserves the right to make updates, subject to the rules provided under the Families First Coronavirus Response Act (FFCRA).*

# EMPLOYEE RIGHTS

## PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### ► PAID LEAVE ENTITLEMENTS

**Generally, employers covered under the Act must provide employees:**

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$  for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 10 weeks more of paid sick leave and expanded family and medical leave paid at  $\frac{2}{3}$  for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

### ► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- |   |   |
|---|---|
| <ol style="list-style-type: none"><li>1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;</li><li>2. has been advised by a health care provider to self-quarantine related to COVID-19;</li><li>3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;</li><li>4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);</li></ol> | <ol style="list-style-type: none"><li>5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or</li><li>6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.</li></ol> |
|---|---|

### ► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

For additional information  
or to file a complaint:  
**1-866-487-9243**  
TTY: 1-877-889-5627  
[dol.gov/agencies/whd](https://dol.gov/agencies/whd)



WH1422 REV 03/20



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**From:**  
Elizabeth Bynum

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

Sheriff's Office - Ratification of a Detention Center Emergency Purchase

**Issue/Action Requested:**

Request that the Board of Commissioners ratify an emergency purchase from a sole vendor for the Detention Center to include the approval of a resolution authorizing the purchase under sole source exception to formal bidding requirements.

**Background/Purpose of Request:**

Request that the Board of Commissioners ratify an emergency purchase for the Detention Center that was needed due to employee safety concerns and contraband in the jail. Purchase was for scanning equipment and is from a sole vendor due to high resolution imaging that is unlike any in the field with same-day service capabilities. The item, paired with the associated warranty and multi-year service, is valued at \$140,444.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment appropriates \$75,000 of miscellaneous jail fees, \$35,360 of county inmate reimbursement and \$30,084 in contingency funds.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners ratify an emergency purchase from a sole vendor for the Detention Center to include the approval of a resolution authorizing the purchase under sole source exception to formal bidding requirements.

**ATTACHMENTS:**

Description

- ☐ Quote
- ☐ Sole Source Statement from Vendor
- ☐ Resolution Authorizing Sole Source Exception



Radon Medical, LLC

384 Peachoid Road Phone: (864) 487-0450  
Gaffney, SC 29341 Fax: (864) 487-9955  
<http://radonmedicalimaging.com/>

Date 3/18/2020 Expiration Date 6/18/2020  
Contact Name Charlie Miller Quote Number 00002320

#### Address Information

Bill To Name Brunswick County Sheriffs Office Ship To Name Brunswick County Sheriffs Office  
Bill To 70 Stamp Act Dr Ne Ship To 70 Stamp Act Dr Ne  
Bolivia, NC 28422 Bolivia, NC 28422  
United States United States

#### Quote Line Items

Quantity	Product Code	Product	Line Item Description	Options	Options Pricing	Price
1.00	VIR SECURPASS	RadPRO SECURPASS Whole Body Security Scanning System				\$127,999.00
1.00	6114470R	Power Conditioner				
1.00	EXTENDED CABLES	Extended Cables				
1.00	OperatorTraining3	Operator Training - Three (3) Days of Initial Operator Training				\$4,500.00
1.00	SECUREPASS WARRANTY	Warranty - Five (5) years parts on entire system from time of acceptance.	2 PM's a year included			
1.00	OPTIONAL	**OPTIONAL ITEMS BELOW ARE NOT YET INCLUDED IN PURCHASE PRICE**				
1.00	Optional - BAR 69857	" 36" x 75" Mobile Barrier (Sheild) W 18x24" Glass		<input type="checkbox"/> Accept <input type="checkbox"/> Decline	\$5,510.00	
1.00	Optional - BARCODESCANNER	Barcode Scanner		<input type="checkbox"/> Accept <input type="checkbox"/> Decline	\$1,790.00	
1.00	SCP24MONITOR100FT	2nd Monitor Assembly with 100 Ft cables		<input type="checkbox"/> Accept <input type="checkbox"/> Decline	\$645.00	

#### Totals

Prices quoted do not include shipping, applicable sales tax, or installation cost (unless noted) Grand Total \$132,499.00

For any questions or concerns please do not hesitate to contact us at any time at (864) 487-0450.

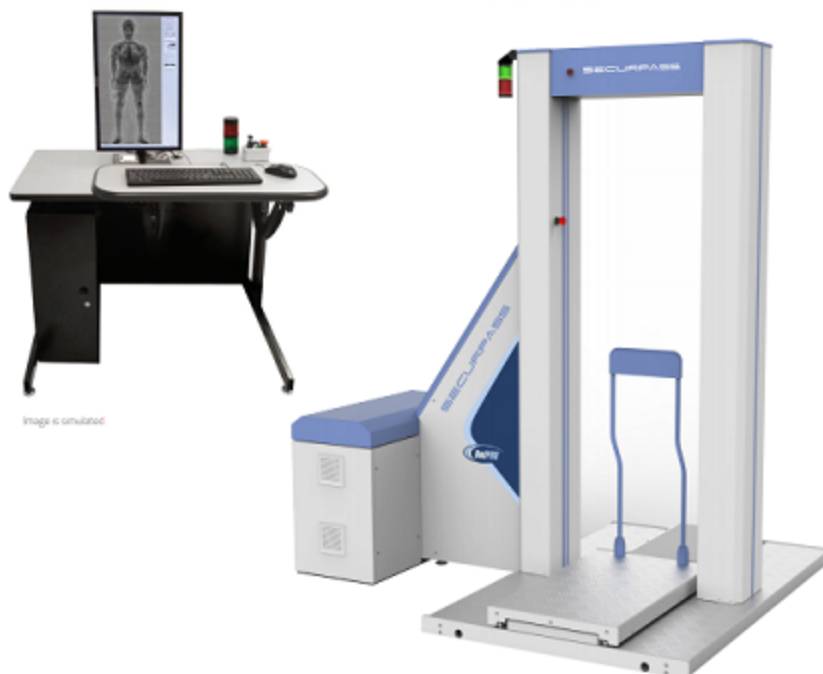
**NOTE:** Please provide Tax Exempt Certificate if applicable. Otherwise, applicable sales tax will be included on the payment invoice.

Payment Terms: 70% down with order 30% upon install. Net 30 days

Any pre-owned equipment quoted is subject to the availability of equipment.

All glassware, as applicable, will be prorated over the life of the warranty.

**Signature on the last page of this document verifies acceptance of quoted Equipment and/or Services agreement with all applicable terms and conditions.**



## RadPRO® SecurPASS® Full Body Security Screening System\*

The RadPRO® SecurPASS® Security Screening System is designed to handle certain high-level security needs of prisons, border crossings, jails, and government facilities. Based on unique patented technology, this low-dose X-ray screening system detects many types of illegal substances and weapons, both internally and on the body.

- Detects a wide range of dangerous and illegal substances
- Increases security while minimizing physical searches
- Low X-ray dose
- Able to image prosthetics to identify hidden weapons or contraband

### QUICK SPECS

Scans in under 8 seconds  
81.9 x 29.1 in (208 x 74 cm) scan area  
± 0.25 uSv (0.025 mR) / per scan

\* Certain uses and applications may be prohibited in certain jurisdictions, and users are responsible for confirming that their intended use complies with applicable laws and regulations.

## RadPRO® SecurPASS® Full Body Security Screening System

### FEATURES

- Open, obstruction-free gantry design
- User-friendly operation
- Detects contraband both internally and on the body
- Passenger-friendly inspection of shoes/clothing without removal
- Low X-ray dose
- System does not reveal skin surface or fine anatomical detail
- Hardened steel platform certified to 660 lbs
- Self-calibrating

### APPLICATIONS\*

Civil Security	Airports, seaports, railways, bus stations
Border Security	Customs, police
Jail/Prison Security	Prisoners, visitors, arrestees
High-Level Security	Nuclear power plants, military premises, embassies

### GENERAL

Scan Area	81.9 x 29.1 in (208 x 74 cm)
Scanning Time	Under 8 sec
Pixels	3,408 x 3,320

### GENERATOR

Configuration	Industrial Grade Monoblock (oil cooled) 450 Watts
Anode Voltage	750 kV
Imaging Options	3 user definable independent settings

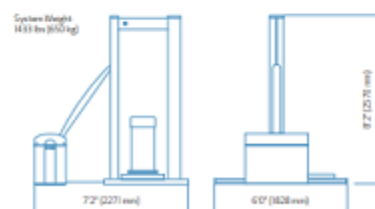
### DOSE / INSPECTION

Standard Imaging Technique	± 0.25 uSv (0.025 mR) / per scan
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### IMAGING SYSTEM

Monitor	24 in HD monitor (portrait)
Local Storage	450,000 images RAID 1TB array hard drive and 1TB mirrored backup drive
Image Visualization Time	Real Time
Power	115 V, 20 amps / 60 Hz External line conditioner Uninterrupted Power Supply Internal Step-Transformer

The SecurPASS Full Body Security Screening System is able to image prosthetics to identify hidden narcotics, weapons, contraband, etc. (make-up, medication, personal items, special needs items, electronic devices, sharp objects, sporting goods, guns/firearms, tools, martial arts/self defense items, explosive/flammable materials, disabling chemicals, food/drinks)



\* Certain uses and applications may be prohibited in certain jurisdictions, and users are responsible for confirming that their intended use complies with applicable laws and regulations.



Product	Detailed Product Description
RadPRO SECURPASS Whole Body Security Scanning System	<p>RadPRO SECURPASS Whole Body Security Scanning System</p> <p>Non-Obstructive Open Gantry Design  160 kV Monoblock Integrated Oil Cooled X-Ray Generator  Power Requirement 110 V, 60 Hz  Internal Step-Up Transformer Battery Back-Up Uninterrupted Power Supply (UPS)  Power Consumption - &lt;1.5 kVA  Imaging Field of View - 82" x 29"  Imaging time - &lt;8 sec Screening Inspection Dose - 0.25uSv/8 sec scan  6 Independent KVP and MA Technique Modes 16,000 gray scale levels for image review  1T Mirror Drive-RAID  1T Internal Backup Drive  Local storage of approx. 940,000 images 4 GB RAM Memory  Intel i5 3.2 GHZ Processing Chip  Approx. Dimensions - 97" (L) x 88" (H) x 73" (W)  24" Color Monitor  Operator Desk</p>
Power Conditioner	<p>Power Conditioner  1.5kW Line Conditioner</p>
Extended Cables	Extended Cables
Operator Training - Three (3) Days of Initial Operator Training	Operator Training - Three (3) Days of Initial Operator Training
Warranty - Five (5) years parts on entire system from time of acceptance.	<p>Warranty - Five (5) years parts on entire system from time of acceptance.  - Does not cover any damages from misuse, abuse, tampering or acts of God</p>
**OPTIONAL ITEMS BELOW ARE NOT YET INCLUDED IN PURCHASE PRICE**	**OPTIONAL ITEMS ARE NOT YET INCLUDED IN PURCHASE PRICE**
" 36" x 75" Mobile Barrier (Shield) W 18x24" Glass	<p>" 36" x 75" MOBILE BARRIER (SHIELD) W 18x24" GLASS</p> <p>Lead Barriers provide the Operator protection and a wide field of vision for observing the scanning procedure through an 18" x 24" lead glass window. Room size and system configuration, will determine if and which lead barrier size is needed. 1.5 mm lead protection throughout the entire barrier. Adjustable/leveling polypropylene sliding floor mounts Washable beige vinyl covering.</p>
Barcode Scanner	Barcode Scanner
2nd Monitor Assembly with 100 Ft cables	2nd Monitor Assembly with 100 Ft cables

**1. THIS ADDENDUM.**

(a) **SUPERSEDING EFFECT.** This Addendum is attached to and incorporated into the quotation (collectively the "Quotation") issued by Radon Medical Imaging Corporation-WV or Radon Medical, LLC (hereafter the applicable entity is referred to herein as Radon and/or "Company") to its customer ("Customer"). The Quotation (as modified by this Addendum) supersedes all previous bids, quotations, offers and dealings with respect to the services and/or equipment (collectively "the Products") set forth herein. The Quotation may be withdrawn by Radon at any time without notice and shall not bind Radon until signed by Customer and by an authorized representative of Radon.

(b) **NO COUNTEROFFERS.** Acceptance of this Quotation is expressly limited to its terms and conditions. Any additional or different terms or conditions contained in Customer's order or response hereto shall be of no force or effect and shall not be binding upon Radon.

(c) **RETURN OF GOODS.** All items are sold without return privileges. Returns may be granted in the sole and absolute discretion of Company and returns require Company's prior written authorization. Except where items were damaged in transit, Company approved returns must be in clean factory packaging. All returns must be made by prepaid transportation unless otherwise specified by Company. Whole or partial credit for authorized returns will be based on the price listed on the original invoice.

**2. SHIPMENT, DELIVERY, TESTING, AND ACCEPTANCE.**

(a) **DELIVERY INSTALLMENTS.** Radon reserves the right to deliver the Products in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer requests a later delivery date, Radon may, at its option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by Radon, at Customer's sole expense and risk. At the time of such delivery to the designated storage facility, the Customer will immediately pay Radon all sums which would otherwise be due upon Acceptance as set forth in 2(e) below.

(b) **DELAYS IN SHIPMENT, DELIVERY, AND ACCEPTANCE.** Shipping, delivery and acceptance dates are estimated on the basis of prompt receipt of all necessary information and items from Customer. Should delivery or installation be delayed, in whole or in part, for any reason beyond Radon's control, Radon's time for performance shall be extended by the duration of the delaying cause. Radon shall not be responsible for nonperformance or delay in performance resulting from any cause or causes beyond its reasonable control, including without limitation the unavailability of materials or labor required for manufacture, assembly and installation, labor disputes, *force majeure*, and acts or omissions of governmental authorities. Radon shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order if the reason for the delay is solely limited to an excusable delay as defined in this section 2.b. and Customer and Radon shall cooperate with each other to minimize any adverse impact to Customer and/or Radon that results from such excusable delay.

(c) **TRANSPORTATION.** All shipments will be made F.O.B. shipping point by the method Company deems most advantageous. Transportation charges will be collected, or, if prepaid, will be invoiced to Customers and are not included in the prices shown on the Quotation. If the shipment is made at Customer's request via a method and/or carrier other than that which would normally be used, such shipments will be made F.O.B. shipping point. Title to the Product shall pass upon delivery to the Customer's Location or its designated storage facility.

(d) **SHIPMENT DISCREPANCIES.** Any errors in any shipment or requests for adjustments on concealed shortages involving cartons received intact must be reported to the Company within five (5) working days of receipt of the shipment.

(e) **ACCEPTANCE.** Unless otherwise set forth in this Quotation customer shall be deemed to have accepted the Products on the earlier of: (i) if Radon installs the Products, 5 days after Radon notifies Customer that it has completed installation and the Products is operating substantially in accordance with OEM published performance specifications; (ii) if Radon does not install the Products, 5 days after delivery of the Products to Customer; or (iii) the date Customer first uses the Products.

**3. INSTALLATION AND SITE PREPARATION.**

(a) **BY RADON MEDICAL IMAGING.** If the Quotation requires installation by Radon, Company shall during regular working hours install the Products and connect the Products to safety switches and power outlets provided by Customer. If the Quotation includes installation, such installation will include on-site configuration of the installed Products and integration as per Radon (or the OEM Radon is a dealer/reseller for) published specifications and testing.

(b) **BY CUSTOMER OR OTHERS.** If the Quotation specifies that Customer will make its own installation of the Products, then the Customer shall be solely responsible for such installation, configuration, integration and testing and the subsequent operation of the Products. The customer must follow all Radon/OEM published guidelines and requirements for equipment/system installation and installation must be performed by qualified individuals qualified per Radon/OEM standards to do so. Failure to follow the above will void equipment warranty should problems occur.

(c) **CONDITION OF PREMISES.** In any event, the Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Products before installation. Radon assumes no responsibility for the fitness or adequacy of the premises, or for any damage or claim arising out of the condition of such premises. Regardless of who is installing the Products, the Customer shall provide all the items set forth in Section 16 below.

**4. RELOCATION OF PRODUCTS.**

The customer must notify Radon prior to any relocation of Products. Failure to notify Radon (i) may be a violation of applicable software licenses applicable to Products; and (ii) unless such relocation is approved in writing by Radon, shall terminate all warranties of Radon and/or OEM.

## 5. SOFTWARE.

(a) The Products include certain components of software ("Software") that is either being sold or sub-licensed by the owner of the Software through Radon or is being separately licensed to Customer by the owner of the Software. Customer shall at all times comply with the terms of the license agreement for any Software. Radon shall have no liability or responsibility to provide, install, or configure any subsequent versions, updates, maintenance, releases, or other modifications or improvements to Software provided by the Software manufacturer.

All references to "**Software**" throughout this Quotation shall mean the computer software in digitally encoded machine readable "object code" form for which Customer has been granted a license pursuant to this Quotation. The term "**Documentation**" shall mean the Company's user guides or manuals for use of the Software and the documentation, if any, expressly listed elsewhere in this Quotation. For purposes of this Quotation the Products and the Software are collectively referred to as the "**System**."

### (b) SOFTWARE LICENSE:

Subject to the terms and conditions of this Quotation, Customer is granted a non-transferable, non-exclusive, perpetual license ("**License**") to use the Software as delivered to Customer only on the Equipment at the locations (the "**Locations**") where initially installed. Customer may permit the Software to be used at the Locations for the benefit of, or by, physicians and radiologists who are not employees of Customer and for the benefit of health care clinics, physician groups and other similar entities to be used by such individuals and entities; provided that in all such cases: (i) the use is only to the extent necessary to ensure that such individuals and entities may properly perform their professional medical responsibilities to patients; (ii) Customer ensures that such non-Customer personnel comply with the terms of this Quotation with respect to maintaining confidentiality and non-disclosure of the Software; and (iii) Customer ensures that such non-Customer personnel have been trained in the operation of the Software. Any demonstration Software provided to Customer by Company and/or Owner at no charge ("Demonstration Software") shall be subject to this Quotation, however, such Demonstration Software shall not be utilized by Customer for clinical use, or for more than 60 days, and in no event beyond Customer's first clinical use of the System.

(c) **TERMINATION OF LICENSE:** Company may terminate the License granted under this Quotation if Customer: (1) fails to perform any material obligation under this Quotation which is not cured within thirty (30) days after written notice of default from Company; (2) breaches any obligation under this Quotation involving Customer's license to the Software or involving the proprietary rights of Company and/or Owner; (3) ceases to do business as a going concern; or (4) has its assets assigned by law.

(d) **USE RESTRICTIONS; COPYRIGHT:** Customer shall not, and shall not allow or permit its employees, representatives or agents to: (i) sell, assign, lease, sublicense, transfer or disclose to any third party, or allow any third party to use, the Software or the Documentation, or (ii) copy or otherwise reproduce the Software (or any portion thereof) except as necessary for Customer's use, testing, backup and archival of the Software in accordance with the terms and conditions of this Quotation.

### (e) CUSTOMER SOFTWARE MODIFICATIONS:

If Customer causes changes to be made to the Equipment, Software or Documentation without the prior written consent of Company and/or OEM Company represents, Customer shall indemnify and hold Company and the OEM Company harmless against damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit) resulting from the defense and settlement of any claim by a third party.

## 6. PAYMENTS.

(a) **TIME OF PAYMENT.** Upon acceptance of the Quotation, the Customer shall pay to Radon the down payment and subsequent payments at the intervals indicated in the Quotation. The customer shall pay any final balance of the purchase price for the Products upon Acceptance of the Products.

(b) **SALES AND EXCISE TAXES.** Customer shall be solely responsible for and shall pay to Radon all sales, use, excise, and occupation taxes, and similar taxes, which may be due to any state or other political subdivision in respect of the sale of the Products. If tax exempt, the Customer is responsible for providing Radon with a tax-exempt certificate.

(c) **DEFAULT IN PAYMENT.** Customer shall pay a finance charge of 1.5% per month, not to exceed the rate allowed by law, on any sums which are not paid by Customer when due. If Customer shall fail to pay any amount when due or shall otherwise default, Radon may, in addition to any other remedies Company may have in law or in equity, without notice to Customer, enter any premises in which the Products may be found and render it inoperable or remove it, and suspend, defer or cancel shipments and orders under this or any other Radon Quotation and/or suspend performance on any service agreement. Customer disputed sums/payments which are later mutually agreed to be valid and owed to Radon or found by a mutually approved and/or legal authority to be valid and owed to Radon will be treated as afore-described.

(d) **SECURITY INTEREST.** Customer grants to Radon a security interest in the Products to secure payment of all sums due hereunder, and shall, as Radon may from time to time reasonably request, deliver such promissory notes, security agreements, financing statements, leases and rental agreements covering the Products as requested by Radon to evidence and secure Customer's obligations. Customer hereby grants to Radon an irrevocable power of attorney to execute and file such instruments or documents on behalf of Customer, for purposes of protecting Radon's security interest. Company or its representative may enter upon Customer's premises at any reasonable time upon consent of Customer to inspect the Products and the Software until the payments due under this Agreement have been paid in full. The Products remain personal property, even if attached to realty or other property, until all amounts due to Company under this Agreement have been paid in full.

If Customer fails to make payments when due, Company may take possession of the Products and the Software and Customer shall pay 5% per month of the aggregate payments due under this Quotation from the date of delivery of such Products and Software. Company may apply any payments previously made to this charge and retain any balance as liquidated damages.

**7. RISK OF LOSS:**

Risk of loss or damage to the Products, shall pass to Customer upon delivery of the Products to the Customer's location or storage area.

**8. WARRANTY AND LIMITATION THEREON; CUSTOMER RESPONSIBILITIES; DAMAGES LIMITATIONS.**

(a) **HARDWARE WARRANTY.** Radon only warrants to Customer, as set forth in the Quotation, that hardware components of Products shall be free from defects in material and workmanship under normal use and service and shall be fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. Radon's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect which, is reported to Radon during the warranty period, and which Radon determines in the exercise of reasonable judgment impairs the ordinary use of the Products.

(b) **OEM WARRANTY.** The Original Equipment Manufacturer ("OEM") determines the start date of hardware, software, licenses, etc. that may carry a warranty as described in the Quotation. Warranties that start from date the equipment is shipped to Radon carry a reasonable time for Radon to install and for Customer to accept the Product/Systems. Delays in installation beyond the original scheduled date which are determined to be the responsibility of the Customer will result in the Product/Systems warranty beginning while the Products/Systems are in storage (at Radon or a designated site). Radon will not be responsible for warranty starting prior to installation / acceptance or expired warranty resulting from delays or other circumstances outside of Radon's control.

(c) **WARRANTY SERVICE.** RADON'S SOLE OBLIGATION IN RESPECT OF ANY WARRANTY CLAIM SHALL BE, AT RADON'S OPTION, TO REPAIR OR REPLACE THE PRODUCTS DURING RADON'S NORMAL WORKING HOURS, SO AS TO PLACE THE PRODUCTS IN GOOD WORKING CONDITION. When Customer calls for warranty service and demands same day service, Radon will reasonably attempt to provide such service within normal working hours. If Radon is not able to accomplish such work within normal working hours, Customer will be charged for the overtime hours in accordance with Radon's standard policy on overtime rates. Radon will not cover any loss, damage or expense relating to the following: (i) any equipment or Software other than the Products identified in the Quotation; (ii) the replacement of any disposable, consumable, or supply items; (iii) any service or repair necessitated as a result of: (A) a change of design, specification or instruction provided by Customer or its representative; (B) Customer's failure to fulfill any of its obligations or responsibilities hereunder; (C) the failure of anyone other than Radon or its service contractor to comply with written instructions, manuals, or recommendations that Radon provides to Customer.

(d) **CUSTOMER RESPONSIBILITIES.** Radon's warranties shall terminate if Customer: (i) fails to notify Radon in a timely manner that any unusual operating peculiarity appears; (ii) fails to operate the Products in a safe and competent manner and in compliance with operation manuals provided with the Products; (iii) fails to regularly and properly service and maintain the Product; (iv) combines of any component of the installed Products with any other equipment or software that is incompatible with the Products; (v) alters or improperly stores, handles, uses or fails to maintain any part of the Products; (vi) has design or manufacturing defects in any item of a third party; or (vii) needs any repair, service or replacement necessitated as a result of: (A) relocation of the Product; (B) external source power supply, (C) failure to maintain proper environmental conditions; (D) neglect, abuse, misuse or failure to follow operating instructions; or (E) casualty of any nature.

(e) **LIMITATION OF LIABILITY -- EXCLUSION OF IMPLIED WARRANTIES.** The warranties in this Section are expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for particular purpose.

(f) **CONSEQUENTIAL AND OTHER LOSS OR DAMAGE.** IN NO EVENT SHALL RADON BE LIABLE, BY REASON OF ANY TORT, BREACH OF CONTRACT OR WARRANTY, OR OF ANY ACT OR OMISSION ON ITS PART RELATING DIRECTLY OR INDIRECTLY TO THE SALE OR INSTALLATION OF THE PRODUCTS, FOR PROSPECTIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROFITS OR DAMAGES RESULTING FROM LOSS OF USE OF THE PRODUCTS, EVEN IF RADON IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL RADON'S LIABILITY TO CUSTOMER (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THE TRANSACTION CONTEMPLATED BY THE QUOTATION EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RADON PURSUANT TO THE QUOTATION.

**9. SERVICE CONTRACT.**

Radon shall have no liability or responsibility for providing maintenance, service, repair, replacement or otherwise to provide any services with respect to the Products following completion of installation, except for covered warranty work, unless Customer and Radon have entered into a separate service contract.

**10. CHANGES IN PRODUCTS.**

Radon and/or OEM for which Radon is a dealer/reseller may change the construction or design of the Products so long as the general function of the Products are not thereby altered. In the event such change occurs, Radon shall document any such change and provide a copy of such document to Customer setting forth the change and verification that the general function of the Products was not altered in any material way."

**SOFTWARE CHANGES:**

Improvements, modifications, alterations, derivative works and enhancements ("**Changes**") to any of the Equipment, Software or Documentation, including but not limited to those made by the Customer with authorization of Company and/or Owner, those made by Company and/or Owner at the request of the Customer, or those made by Company and/or Owner on behalf of Customer, shall be the sole and exclusive property of Company and/or Owner. Notwithstanding the foregoing, Customer remains solely responsible for any liability associated with Changes that were made without Company's and/or Owner's authorization.

**11. INDEMNIFICATION**

Each party agrees to indemnify the other from any and all claims, liability, loss, judgment, settlements, costs and expenses for injury or death of any person, or injury to any property, resulting from any negligent or willful act or omission of the indemnifying party, its agents, employees, servants, students, staff members, contractors with respect to obligations assumed under this Agreement.

**12. NOTICES.**

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

COMPANY: Radon Medical Imaging  
384 Peachoid Road  
Gaffney, SC 29341  
(864) 487-0450  
FAX: (864) 487-9955

CUSTOMER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. ENTIRE AGREEMENT.** This Quotation constitutes the entire and only agreement between the parties hereto, and any prior agreement, representation, affirmation of fact and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein shall not be binding on either party. No assignment, waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of both parties.

**14. GOVERNING LAW; DISPUTES.** The law of the State where the product is installed, or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this Quotation will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the State where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this Quotation.

**15. SUCCESSORS AND ASSIGNS.**

The terms, provision, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

## **16. CUSTOMER REQUIREMENTS FOR INSTALLATION.**

As part of the installation and operation of the System, Customer is responsible for all, but not limited to, the following:

1. As applicable to radiation producing equipment, submitting a Shielding design to the appropriate Federal, State, Local or other requiring Government Agency and getting approval for installation of equipment from said Agency.
  2. Ensure that all Federal, State, Local or other requiring Government Agency requirements are met prior to and after installation of equipment, including but not limited to, shielding design and post installation radiation survey.
  3. An employee from Radon will need to survey current installation site prior to scheduling of this job to ensure that appropriate power and electrical runs are available for equipment installation and all network requirements are met as required for system communication and remote service access purposes.
  4. Radon will supply equipment layout and specifications upon request. Any deviation from Radon's specifications must be approved by Radon. Ensuring that the users of the System are advised and understand that the System is an aid in the practice of healthcare and is not a substitute for professional judgment.
  5. Provide appropriate power and electrical runs for equipment.
5. Installing and maintaining any dedicated modems and phone lines necessary to support the Equipment and the Software.
6. Provide all network cables, drops, etc. for network communications required.

Have a network speed of at least 100Mbps on the segment that Company's server and client workstations will be connected to or a dedicated 10Mbps segment specific the System.

Providing and maintaining an appropriate network connection to any device supplied at the site by Company

Installing and maintaining any "firewalls" and other security protocols and devices that are adequate to ensure that unauthorized third parties cannot access or manipulate data within the System. Customer will make every reasonable effort to prevent and correct any problems arising from such other equipment, software, hardware, firmware and interfaces or malicious activity by persons known or unknown. If Customer's System is accessed by unauthorized third parties, whether such access is internal or external, Customer is solely responsible for all costs of restoring Customer's network and the System, and for any data loss or corruption. Any service from Company required or requested in order to repair or restore the System will be charged to Customer at Company's then-current service rates.

Installing and maintaining remote connections, including communications necessary to support the System (equipment, software and all other related components) required for remote support and maintenance. If remote connections are not available at the site and system evaluation cannot be performed remotely, travel charges will occur at Radon's current rate if Radon is required to come on-site to trouble shoot or resolve a system problem.

The supervision, management and control of its use of the System, including but not limited to ensuring that proper controls are in place to validate data and results obtained through the use of the System.

Regularly backing up the System and archiving data as may be necessary to meet Customer's backup needs and to protect against unanticipated data loss. Customer is required to maintain and document these backup procedures and provide said documentation to Company's or Company's service contractor's Technical Support upon request.

Maintaining the site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a manner consistent with manufacturer's recommendations and documentation. Customer will maintain documentation of such site and environmental conditions where the System is located and provide such documentation to Company's or Company's service contractor's Technical Support upon request.

Assuring that, at all times, properly qualified and appropriately licensed personnel use the System in the manner specified by Company and the manufacturer.

Assuming full responsibility for the safety and any consequence of lack of safety of the System in possession or control of the System

Appoint and have available a System Administrator during the entire installation process available for training, and thereafter, have a System Administrator designated who possesses the skills to properly conduct day-to-day administrative activities for the System.

Making domain and system administrative privileges available to Company's technicians (if applicable). If this is not possible, a Customer representative with such privileges must be available at all times during the installation, and thereafter if required by Company in order to service the System.

Making sure that all of the client workstations are communicating with the System's server;

Expediently communicating installation dates to any third party vendors whose cooperation is necessary to complete installation (for example, Broadband service providers, other related system vendors, etc.).

21. Expeditiously communicating Company's Interface Specifications (e.g., standard HL7 Specifications) to any third party vendors whose cooperation is necessary to complete interface testing (for example, RIS vendors) and confirming said communications to the appropriate Company representative (typically the project manager) in a timely fashion.
22. Placing service calls and requests to Company when appropriate as specified by Company or the manufacturer's then-prevailing protocols.
23. Making the System available without restriction for service in accordance with a mutually acceptable service appointment schedule.
24. Proper electrical current for operation of the Products will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, unistrut steel or similar supports in the ceiling and walls, plumbing, carpentry, construction work and rigging, and all other site preparation and installation accessories which may be required for making the installation.
25. If any certificates or other approvals of any governmental authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled delivery date.
26. If trade unions prevent installation by Radon employees, Customer shall make all required arrangements with trade unions to permit completion of the installation, the additional cost of which shall be paid by Customer.

Radon is pleased to submit the above quotation for the Products. By signing this Quotation, you acknowledge and agree that you have read and understand, and agree to be bound by the prices quoted, all of the terms and conditions stated including without limitation, referenced addendums or attachments and further subject to final approval and acceptance by Radon on or prior to quotation expiration date.

**CUSTOMER**

---

**Authorized Customer Signature**

---

**Date of Acceptance**

**RADON**

---

**Authorized Radon Signature**

---

**Date of Acceptance**





**CANON U.S.A., INC.**  
4560 Communication Avenue, Ste. 100  
Boca Raton, FL 33431  
Main: (561) 893-8484

March 3, 2020  
Brunswick County Sheriff's Office  
70 Stamp Act Drive NE  
Bolivia, NC 28422

To whom it may concern:

Thank you for your interest in SecurPASS whole body scanner. Radon Medical, LLC is the only authorized Sales and Service Company for the state of North Carolina for the SecurPASS whole body scanner. Radon Medical LLC provides timely service with an in-state service and support team.

Please let me know if you have any questions.

Respectfully,

**Edward Thieman**

Sr Director, Business Ops  
Security Solutions Division  
Business Information Communications Group (BICG) Division  
**Canon U.S.A., Inc.**  
4560 Communication Avenue, Suite 100., Boca Raton, FL, 33431  
[www.usa.canon.com](http://www.usa.canon.com)  
[ethieman@cusa.canon.com](mailto:ethieman@cusa.canon.com)  
T 561.893.8450 C 561.441.8530

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



**RESOLUTION AUTHORIZING PURCHASE OF  
FULL BODY SECURITY SCANNING SYSTEM FROM RADON MEDICAL, 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**, the Brunswick County Sheriff's Office desires to purchase emergency equipment for its detention center, namely a full body, high resolution scanner known as the RadPRO SecurPASS Full Body Security Screening System (the "Product") manufactured by Canon U.S.A., Inc.; and

**WHEREAS**, Radon Medical, LLC is the only authorized sales and service company for the Product in the State of North Carolina; and

**WHEREAS**, performance or price competition for the Product are not available; 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 Brunswick County 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 6<sup>th</sup> day of April, 2020.

---

Frank L. Williams, Chairman  
Brunswick County Board of Commissioners

ATTEST:

---

Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**From:**  
John Nichols, P.E.

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

Utilities - Lower Cape Fear Water and Sewer Authority Revised  
Operation and Maintenance Agreement

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Operation and Maintenance Agreement with Lower Cape Fear Water and Sewer Authority.

**Background/Purpose of Request:**

Brunswick County has been the contract operator of the Lower Cape Fear Water and Sewer Authority (LCFWSA) System for 37 years under the same agreement. The original LCFWSA System includes a 45 mgd pump station at Cape Fear Lock & Dam #1; a raw water intake; a three-million gallon open-top concrete reservoir; and 73,700 feet of 48" concrete raw water pipe. Over the years, the facilities have been expanded and upgraded to provide a 106 mgd pump station; another raw water intake; an intermediate booster pump; and 52,300' of additional 48" raw water line to serve Cape Fear Public Utility Authority, Pender County, and various industries on Highway 421. Additionally, a parallel 54" steel raw water pipeline is currently under construction and will be complete in 2022. The revisions to the Operation and Maintenance Agreement provide adjustments for current operational practices and take into account the growth of the system.

Staff recommends approval of the revised Operation and Maintenance Agreement with LCFWSA.

**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 the Board of Commissioners approve the Operation and Maintenance Agreement with Lower Cape Fear Water and Sewer Authority.

**ATTACHMENTS:**

Description

- ☐ Utilities - Revised O&M Agreement - Attach 1
- ☐ Utilities - October 1983 O&M Agreement - Attach 2

## OPERATION AND MAINTENANCE AGREEMENT

THIS OPERATION AND MAINTENANCE AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Lower Cape Fear Water and Sewer Authority, a water and sewer authority created and existing under the provisions of Chapter 162A of the North Carolina General Statutes (the “Authority”), and Brunswick County, a public entity existing under the laws of the State of North Carolina (the “Operator”),

### WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing under Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended, and is empowered thereby to acquire, construct, equip, maintain and operate a water system and to make and enter into contracts with political subdivisions for the acquisition, construction, improvement, extension, enlargement, operation or maintenance of any water system or otherwise providing for or relating to any water system or the purchase or sale of water; and

WHEREAS, the Authority currently owns and operates a water supply system (the “System”) providing raw water to its customers within the service area of the System; and

WHEREAS, the System consists of intakes and a pumping station located immediately upstream of U. S. Lock & Dam No. 1 on the Cape Fear River, two diesel generators located adjacent to the pumping station, a three million gallon open-top concrete reservoir located northwest of Leland, an interim booster pumping station consisting of three pumps and located in the immediate vicinity of the three million gallon concrete reservoir, approximately twenty four miles of transmission main consisting of a 48-inch diameter main running from the beginning point

immediately upstream of U. S. Lock & Dam No.1 on the Cape Fear River to a location on Highway 421 in New Hanover County and all appurtenances, fixtures and required operating equipment associated therewith. A more complete description of the components of the System as it currently exists is attached hereto labeled Exhibit "A"; and

WHEREAS, the Authority and Brunswick County and the Cape Fear Public Utility Authority are currently in the process of construction of approximately fourteen miles of an additional 54-inch diameter main extending from the beginning point immediately upstream of U. S. Lock & Dam No.1 on the Cape Fear River to a location immediately adjacent to the three million gallon open-top concrete reservoir described hereinabove; and

WHEREAS, upon completion the new 54-inch main will be part of the System together with any existing portions of the System not specifically mentioned herein and additions or alterations to the System that are constructed or made during the time that this Agreement remains in effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Operator, in order to insure the efficient operation and maintenance of the System, agree and contract with one another as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein and made part of this Agreement.

2. Operation and Maintenance. The Operator shall, at all times during the term of the Agreement, keep and maintain, or cause to be kept and maintained, the System in a good state of repair, ordinary wear and tear, obsolescence in spite of repair and acts of God excepted. The Operator further agrees that it will at all times during the term of this



agreement operate the System in a prudent, economical and efficient manner in furtherance of the purposes for which the System was undertaken and in accordance with (i) operation and maintenance manuals and preventive maintenance manual to the extent provided in paragraph 3(e) below; (ii) the policies, rules and regulations of the Authority as adopted and amended from time to time. Any such policies, rules and regulations existing as of the date of this Agreement are listed in Exhibit B attached hereto and incorporated herein by reference; (iii) the written advice, recommendations and directions of the consulting engineers of the Authority; and (iv) to the best of Operator's ability, all applicable federal, state and local laws, statutes, rules and regulations. If the Operator in good faith disagrees with or objects to any of the procedures called for in the manuals to be supplied by the Authority or with any of the directions of the consulting engineers of the Authority, the Operator shall be entitled to give written notice of appeal to the Authority, which notice shall contain the basis of the Operator's objections, and upon the receipt by the Authority of such notice, the Operator shall be relieved, until the hearing provided for below, of complying with the objectionable provisions or directions. The Authority Board shall, after receiving such written notice, hold a hearing to determine whether the Operator must comply with such manuals or directions of the consulting engineers, and the decision of the Authority Board shall be final. Provided, however, that in the event of a natural disaster or other emergency which in the opinion of the Authority imminently jeopardizes the operation of the System, the foregoing provisions for appeal to the Authority Board shall not be applicable.

3. Duties. The duties of the Operator in operating and maintaining the System shall include, but shall not be limited to, the following, and pursuant to such operation and maintenance, the Operator shall:

- (a) Provide trained and competent operating personnel;

(b) Maintain sufficient staff at the pumping station to insure safe, economical and satisfactory operation of the System and visit all portions of the System on a regular basis to inspect and monitor operations and perform routine maintenance of all facilities and grounds;

(c) On an annual basis the Authority will require the Operator or an independent third party to inspect the entire System and confirm the satisfactory operation of all facilities to the Authority;

(d) Maintain daily operation and maintenance records and file monthly and yearly operation and maintenance reports. Such records, filings and reports shall be in forms acceptable to the Authority. Monthly reports shall be due within the (10) working days following the 25<sup>th</sup> day of each month, and annual reports shall be due on or before April 30 of each year. All records and reports shall contain such information as required by the Authority;

(e) Carry out all scheduled maintenance and repairs required for the System as follows:

(i) For the major pieces of equipment listed in Exhibit C attached hereto and incorporated herein by reference, conduct maintenance and repairs in accordance with the Operation and Maintenance manuals ("O and M manuals") provided to the Operator by the Authority. Any exceptions to the procedures outlined in such O and M manuals will be agreed to in writing by the Operator and Authority.

(ii) For the major pieces of equipment listed in Exhibit C for which there are no available O and M manuals, the Operator and Authority shall agree in writing on a list of maintenance items to be accomplished.

(iii) For non-major pieces of equipment listed in Exhibit C the Operator shall carry out maintenance consistent with best practices for maintenance of such equipment.

The Operator shall submit monthly reports to the Authority on preventive maintenance activities which have been completed;

(f) For any portion of the System not addressed in subparagraph (e) above, the Operator shall carry out all necessary maintenance and make all necessary and proper repairs, replacement and renewals in a timely manner and consistent with best practices for maintenance of such equipment;

(g) Maintain either with the Operator's personnel or through the use of third party contractors the exterior of all facilities, including grounds and pipeline rights-of-way in a neat and clean condition, including, at least once every two years from the date of this Agreement, the cutting and trimming of all plant growth within pipeline rights-of-way; provided, however, that the Authority may from time to time expand the time periods within which rights-of-way shall be cut;

(h) Promptly respond to any condition which results in an alarm signal transmitted from the pumping station, reservoir or other parts of the System to the Authority's alarm reception center which is incorporated into the Operator's SCADA system located at the Operator's Northwest water treatment plant. On any operating emergency which causes an interruption of service to one or more of the Authority's customers, the Operator shall notify the Authority and the customer of the condition immediately. The Operator shall extend all reasonable resources of labor and materials and shall work continuously until the emergency is corrected and service is restored. On all alarms or shutdowns which do not impair delivery of water to any of the Authority's customers, the Operator shall notify the Authority of the condition within seven calendar days. Provided that Operator shall be under no obligation to report nuisance alarms or other alarms that have no impact of any kind on the operation of the System;

(i) Either with the Operator's personnel or through the use of third party contractors read all meters of the System on a monthly basis. Operator shall transmit the meter readings to the Authority by the end of

each month. The Operator shall inspect for accuracy each meter on a regular schedule or when requested to do so by the Authority and shall calibrate and correct any meters which it finds to be inaccurate;

(j) Limit the staff assigned for normal operation and maintenance of the System and the wages and salaries of such staff to a level agreeable to the Authority and the Operator.

(k) Provide all labor, supervision, supplies, equipment, repair and replacement parts and machinery, tools, and any other items, things or services necessary for the operation and maintenance of the System in accordance with the terms of the Agreement and the annual budget approved by the Operator and the Authority. Such costs to be paid by the Operator shall include fuel for the System generators but shall not include electric power used to operate the System. The costs of such electric power shall be paid directly by the Authority.

(l) The duties of the Operator shall not include administration of the Authority or of the System and the expenses of the Authority therefore shall be paid by the Authority in accordance with its then current budget.

(m) No later than March 1 of each year, participate in a meeting with the Authority and all large water purchase customers to review budget matters for the next fiscal year and ongoing and planned operations and maintenance activities, and to identify opportunities for process improvements. Authority shall be responsible for scheduling such meeting. Additionally, Operator agrees to participate in other meeting with the Authority and all large water purchase customers as may be called by the Authority from time to time.

(n) Maintain the ability to provide emergency repairs to the System resulting from breaks of any raw water transmission line or other damage from whatever cause that impairs the System's ability to deliver water to any of the Authority's customers. The Authority will reimburse the

Operator for costs incurred by the Operator and associated with such emergency repairs.

(o) The Authority shall provide the Operator a written response to a written requests form the Operator for authorization of any additional work such as in the event of an emergency condition not included in the approved operation and maintenance budget or clarification of the scope of work in a timely manner. The Operator is not obligated to proceed until a written response is received.

#### 4. Compensation.

(a) The Operator's annual compensation for the services rendered in accordance with this Agreement shall be the actual costs for such services as described in paragraph 5 below. The Operator will submit monthly statements to the Authority and in a form acceptable to the Authority tabulating all actual expenses incurred in such operation and maintenance for the preceding month. Such monthly statements shall be submitted by the Operator to the Authority no later than the \_\_\_\_ day of the month following the month in which such charges were incurred. The Operator shall maintain and retain all invoices, purchase orders, labor time records and any other evidence of expenditures with regard to maintenance and operation of the System and shall make such records or other evidence available to the Authority at the Authority's request.

(b) In the event that the actual costs of normal operation and maintenance are expected to exceed the approved annual budget, the Operator must submit a written request with associated justification to the Authority requesting that the annual budget be amended to reflect the increased costs. The Authority is not obligated to pay any costs that exceeds the approved annual budget as amended except in the case of required emergency repairs as described in subparagraph 3(n) above.



(c) The compensation provided for the Operator in this paragraph shall be a portion of the Current Expenses of the Authority and shall be in addition to the Authority's Current Expenses for administration.

5. Budget. On or before March 1 of each year the Operator shall prepare and submit to the Authority a draft budget for the subsequent fiscal year beginning July 1 identifying all anticipated costs in connection therewith, including labor, expendable supplies, spare parts, fuel and sub-contract maintenance services. The Operator shall also submit to the Authority a copy of the budget that it submits to the County Commissioners no later than May 30 of each year. The budget(s) submitted to the Authority by the Operator shall be subject to approval by the Authority's Board of Directors.

6. Permits and Approvals. The Authority and the Operator agree that Authority shall be responsible for acquiring all necessary permits and Operator agrees to cooperate with Authority in obtaining such permits, certificates or other approval as may be required for the operation and maintenance of the System.

7. Term. The term of this Agreement shall commence on the date set forth hereinabove and shall continue until terminated as set forth in paragraph 8 below.

8. Termination. At any time, either party may terminate this agreement upon giving two year's written notice to the other party of such termination. Termination shall occur at the expiration of such two year notice period.

9. Specialized Tools and Equipment. All specialized tools, specialized equipment and spare parts purchased by the Operator and paid for by the Authority through the annual budget or otherwise shall be the property of the Authority. No such equipment shall be purchased unless

such purchase is authorized in the current annual budget or a duly approved amendment thereto.


IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this instrument to be executed as of the day and year first above written.




LOWER CAPE FEAR WATER AND  
SEWER AUTHORITY

By:  (SEAL)  
Al Milliken, Chairman

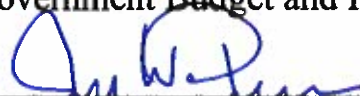
ATTEST:

  
Charlie Rivenbark, Secretary

APPROVED AS TO FORM:

  
John C. Wessell, III, Attorney

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

  
Jerry W. Pierce, Finance Officer

BRUNSWICK COUNTY, NORTH CAROLINA

(SEAL)

By: \_\_\_\_\_(SEAL)  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

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

\_\_\_\_\_  
Finance Officer

NORTH CAROLINA

Brunswick COUNTY

I, Desiree L. Richardson, a Notary Public,  
certify that Charles H. Rivenbark  
personally appeared before me this day and acknowledged that (s)he is  
Secretary of LOWER CAPE FEAR WATER AND SEWER  
AUTHORITY, an authority created under the provisions of Chapter 162A  
of the North Carolina General Statutes, and that by the authority duly  
given and as the act of Authority, the foregoing instrument was signed in  
its name by its Chairman, sealed with its seal and attested by  
herself/himself as its Secretary.

WITNESS my hand and notarial seal, this 9 day of  
March, 2020.

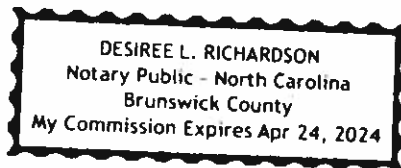
Desiree L. Richardson

Notary Public

My Commission Expires:

April 24, 2024

(SEAL)



NORTH CAROLINA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public,  
certify that \_\_\_\_\_  
personally appeared before me this day and acknowledged that (s)he is the  
Clerk of BRUNSWICK COUNTY, NORTH CAROLINA, a political  
subdivision of the State of North Carolina, and that by the authority duly  
given and as the act of the County, the foregoing instrument was signed in  
its name by its Chairman, sealed with its seal and attested by  
herself/himself as its Clerk.

WITNESS my hand and notarial seal, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(SEAL)



**EXHIBIT A**  
**LOWER CAPE FEAR WATER AND SEWER AUTHORITY**  
**WATER SUPPLY FACILITIES**

TWO RAW WATER INTAKE PIPES AND ASSOCIATED INTAKE SCREENS

RAW WATER PUMPING STATION WITH THREE PUMPS AND ASSOCIATED MOTORS

RAW WATER TRANSMISSION MAIN PIPING SYSTEM INCLUDING A 48" RCCP AND  
A 54" STEEL PIPE UNDER CONSTRUCTION

3 MILLION GALLON ABOVE GROUND STORAGE TANK

ASSOCIATED ELECTRICAL AND ELECTRONIC EQUIPMENT INCLUDING VARIABLE FREQUENCY DRIVES,  
SCADA, FLOW METERING EQUIPMENT, AND AIR COMPRESSORS

TRANSMISSION OPERATING EQUIPMENT INCLUDING AIR RELIEF VALVES, ISOLATION VALVES,  
BLOWOFFS, AND CUSTOMER VALVES

STANDBY POWER GENERATOR EQUIPMENT AND ASSOCIATED AUTOMATIC TRANSFER SWITCHGEAR  
INCLUDING TWO DIESEL POWERED GENERATORS IN A SEPARATE BUILDING AND ONE GENERATOR AT  
THE MAIN PUMP STATION BUILDING

AIR SURGE TANK SYSTEM LOCATED AT THE END OF THE WALKWAY AT THE RIVER

**EXHIBIT B**  
**POLICIES, RULES, AND REGULATIONS**

BRUNSWICK COUNTY OR LOWER CAPE FEAR PURCHASING POLICY DEPENDING ON

1 SOURCE OF FUNDING

2 OSHA REQUIREMENTS

3 NC DMV REQUIREMENTS FOR LICENSING AND VEHICLE OPERATION

NC DEQ REGULATIONS FOR OPERATION OF A NON COMMUNITY NON TRANSIENT WATER

4 SYSTEM

5 THE FOLLOWING BRUNSWICK COUNTY POLICIES:

HAZARD COMMUNICATION

CONFINED SPACE ENTRY

RESPIRATORY PROTECTION

LOCKOUT TAGOUT

6 THE OPERATION AND MAINTENANCE AGREEMENT AS AMENDED

7 EMERGENCY OPERATION PLAN

## **EXHIBIT C**

### **CRITICAL INFRASTRUCTURE**

#### **1 Main Station Pump House Building**

##### **3 Pump Systems**

GE Motor

Pump

VFD

Valmatic Valve

Multiple Isolation Valves, 42", 48", 54"

2 Air Conditioning Units

2 Air Compressors

1 Generator and ATS

#### **2 On the Dock**

##### **Back Wash System**

Solenoid valves

Receiver Tank

Dock System

#### **3 Generator Building**

##### **Generator Switch Gear**

4 Power Vac Breakers

4 Relays

4 Knife Switches

2 NREC Diesel Engines

2 Diesel Fuel Tanks

#### **4 Raw Water Line**

20 ARVs

12 Blowoffs

4 Isolation Valves

5 Customer Valves

5 Flowmeters

#### **5 Raw Tank Site**

##### **3 Pump Systems**

John Deere Engine

Global Pump

Fuel Cell

Multiple Isolation Valves

24", 48", 42"

MOV

Generator

LCWS

Kenneth Hewitt

AGREEMENT

THIS AGREEMENT, dated as of the 10th day of October, 1983, by and between the Lower Cape Fear Water and Sewer Authority, a public body and body politic and corporate of the State of North Carolina (the "Authority"), and the County of Brunswick, (the "Operator"),

W I T N E S S E T H:

WHEREAS, the Authority was duly created and is validly existing under Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended, and is empowered thereby to acquire, construct, equip, maintain and operate a water system; and to make and enter into contracts with political subdivisions for the acquisition, construction, improvement, extension, enlargement, operation or maintenance of any water system or otherwise providing for or relating to any water system or the purchase or sale of water; and

WHEREAS, the Authority is now constructing a water supply system to make raw water available on reasonable demand within the service area of such system, said system consisting of an intake and pumping station located immediately upstream of U. S. Lock & Dam No. 1 on the Cape Fear River with a capacity of 45 million gallons per day, a three million gallon open-top concrete reservoir northwest of Leland, and approximately 73,700

feet of transmission main consisting of a 48-inch diameter main running from the beginning point immediately upstream of U. S. Lock & Dam No. 1 on the Cape Fear River to said reservoir (the "Project"); and

WHEREAS, the Authority and the Operator, in order to insure the efficient operation and maintenance of the Project, deem it desirable to contract with one another to provide therefor;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Operation and Maintenance. The Operator shall, at all times during the term of this Agreement, keep and maintain, or cause to be kept and maintained, the Project in a good state of repair, ordinary wear and tear, obsolescence in spite of repair and acts of God excepted. The Operator further agrees that it will at all times during the term of this agreement operate the Project in a prudent, economical and efficient manner in furtherance of the purposes for which the Project was undertaken and in accordance with (i) operation and maintenance manuals and preventive maintenance manuals to be supplied to the Operator by the Authority, (ii) the policies, rules and regulations of the Authority, and (iii) the advice, recommendations and directions of the consulting engineers of the Authority. If the Operator in good faith disagrees with or objects to any of the procedures



called for in the manuals to be supplied by the Authority or with any of the directions of the consulting engineers of the Authority, the Operator shall be entitled to give written notice of appeal to the Authority, which notice shall contain the basis of the Operator's objections, and upon the receipt by the Authority of such notice, the Operator shall be relieved, until the hearing provided for below, of complying with the objectionable provisions or directions. The Authority Board shall, after receiving such written notice, hold a hearing to determine whether the Operator must comply with such manuals or directions of the consulting engineers, and the decision of the Authority Board shall be final; provided, however, that in the event of a natural disaster or other emergency which in the opinion of the Authority imminently jeopardizes the operation of the Project, the foregoing provisions for appeal to the Authority Board shall not be applicable.

2. Duties. The duties of the Operator in operating and maintaining the Project shall include, but shall not be limited to, the following, and pursuant to such operation and maintenance, the Operator shall:

- (a) provide trained competent operating personnel;
- (b) visit the pumping station and reservoir sites on a routine basis to inspect and monitor operations and perform routine maintenance of facilities and grounds;

(c) on an annual basis, physically inspect the Project and confirm the satisfactory operation of all facilities to the Authority;

(d) maintain daily operation and maintenance records and file monthly and yearly operation and maintenance reports. Monthly reports shall be due within ten (10) working days following the 25th day of each month, and annual reports shall be due on or before April 30 of each year. All records and reports shall contain such information as required by the Authority.

(e) make all necessary and proper repairs, replacements and renewals in a timely manner and consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of regulatory bodies;

(f) maintain the exterior of all facilities, including grounds and pipeline rights-of-way in a neat and clean condition, including, at least once within three years from the date of this Agreement, and thereafter, at least once every two years, the cutting and trimming of all plant growth within pipeline rights-of-way; provided, however, that the Authority may from time to time expand the time periods within which rights-of-way shall be cut;

(g) perform scheduled preventive maintenance using preventive maintenance schedules provided by the Authority. The Operator shall submit monthly reports to

the Authority on preventive maintenance activities which have been completed;

(h) promptly respond to any condition which results in an alarm signal transmitted from the pumping station, reservoir or other parts of the Project to the Authority's alarm reception center, which it is anticipated will be located in the Brunswick County water treatment facility. On any operating emergency which causes an interruption of service to one or more of the Authority's customers, the Operator shall notify the Authority of the condition immediately. The Operator shall extend all reasonable resources of labor and materials and shall work continuously until the emergency is corrected and service is restored. On all alarms or shutdowns which do not impair delivery of water to any of the Authority's customers, the Operator shall notify the Authority of the condition within five (5) working days;

(i) Monthly read all meters of the Project and transmit the meter readings to the Authority by the end of each month. The Operator shall inspect for accuracy each meter when requested to do so by the Authority and shall calibrate and correct any meters which it finds to be inaccurate;

(j) limit the staff assigned for normal operation and maintenance of the Project and the wages and salaries of such staff to a level agreeable to the Authority and the Operator; provided, however, that so long as

Brunswick County is the only customer of the Authority, this subparagraph (j) shall not be applicable to this Agreement;

(k) perform all duties and services required to be performed by the operation and maintenance manuals to be supplied to the Operator by the Authority and all duties and services which the consulting engineers of the Authority may from time to time request.

(l) Provide, at its sole cost and expense, all labor, supervision, supplies, equipment, repair and replacement parts and machinery, tools, and any other items, things or services necessary for the operation and maintenance of the Project in accordance with the terms of this Agreement; provided, however, that the Authority shall pay for all electric power used to operate the Project and intake and pumping station fuel.

The duties of the Operator shall not include administration of the Authority or of the Project and the expenses of the Authority therefore shall be a portion of the Authority's Current Expenses as such term is defined in the Water Supply Agreement between the Authority and the Operator dated August 16, 1982.

3. Compensation. So long as the Operator shall remain the only customer of the Authority, the Operator shall be paid \$1.00 per annum for its services.

On the first day of the month following the month in which the Authority begins the sale of water to

its first customer other than the Operator, the Operator's rate of compensation shall change so that the Operator shall be reimbursed by the Authority for all actual expenses incurred by the Operator in connection with the operation, maintenance and repair of the Project. Reimbursement of such expenses shall be made on a monthly basis. The Operator shall pay for all expenses of operation and maintenance except for the electric power and fuel expenses necessary to operate the Project, which shall be paid directly by the Authority. The Operator will submit monthly statements to the Authority tabulating all actual expenses incurred in such operation and maintenance. The Operator shall maintain and retain all invoices, purchase orders, labor time records and any other evidence of expenditures with regard to maintenance and operation of the Project and shall make such records or other evidence available to the Authority at the Authority's request.

The compensation provided for the Operator in this paragraph shall be a portion of the Current Expenses of the Authority and shall be in addition to the Authority's Current Expenses for administration.

4. Budget. The Operator will, for each fiscal year and on or before April 30 of each such year, prepare and submit to the Authority a complete operation and maintenance budget identifying all anticipated costs in connection therewith, including labor, expendable



supplies, spare parts, electric utilities, fuel and sub-contract maintenance services.

5. Permits and Approvals. The Authority and the Operator agree to cooperate in obtaining such permits, certificates or other approvals as may be required for the operation and maintenance of the Project.

6. Term. The term of this Agreement shall commence on the date of its execution and shall end upon termination pursuant to paragraph No. 7 hereof.

7. Termination. At any time, either party may terminate this agreement upon giving one year's written notice to the other party of such termination. Termination shall occur at the expiration of such one year notice period.

8. Specialized Tools and Equipment. For so long as the Operator is the only water customer of the Authority, all specialized tools, specialized equipment, specialized spare parts and specialized supplies (the nature of which are listed on Exhibit "A" hereof) purchased by the Operator, shall be the property of the Operator. After the Authority acquires any customer or customers other than the Operator, all specialized spare parts, specialized supplies, specialized tools and specialized equipment purchased by the Operator shall be the property of the Authority. Upon termination of this Agreement, the Authority shall purchase from the Operator, all Operator owned unused specialized spare parts and

specialized supplies at their actual cost, and all Operator owned specialized tools and specialized equipment at their fair market value; provided, however, that the Operator shall not acquire or amass such spare parts, supplies, tools and equipment in excess of a level satisfactory to the consulting engineers of the Authority.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this instrument to be executed as of the day and year first above written.

THE LOWER CAPE FEAR WATER  
AND SEWER AUTHORITY

By

Paul D. Butler  
Chairman

ATTEST:

James B. Egan  
Secretary

(SEAL)

BRUNSWICK COUNTY

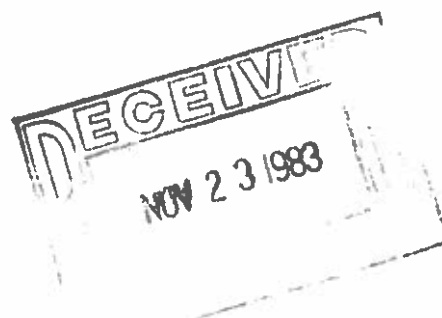
By

Franky W. Wren  
Chairman

ATTEST:

James B. Egan  
Secretary

(SEAL)





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**From:**  
John Nichols, P.E.

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

Utilities - Old Mill Road Force Main Project Final Adjusting  
Change Order No. 1

**Issue/Action Requested:**

Request that the Board of Commissioners approve Final Adjusting Change Order No. 1 with STEP Construction for construction of the Old Mill Road Force Main Project. The change order is deductive in the amount of \$19,274.92. This decreases the contract value from \$479,000.00 to \$459,725.08.

**Background/Purpose of Request:**

As the lowest, responsive bidder, STEP Construction was awarded the contract to build a section of sewer force main Old Mill Road in Navassa. The project was to ameliorate billing issues within the Northeast Regional Participant's sewer collection system. There were areas whereby the wastewater from one Participant flows through the collection system of another Participant before being conveyed into the regional wastewater transmission system. This represented a challenge for the accurate measurement of flow for each Participant and some Participants raised concerns regarding the impact and responsibility of the flows in their system from other Participants. In 2019 the Participants agreed that renewal and replacement funds should be used to redirect the flow directly into the regional transmission system.

This change order reflects adjustments to the Time of Completion and the Contract Amount. There were several unanticipated conditions that lead to an increase in the Time of Substantial Completion by 25 days. Upon issuance of substantial completion, the sewer force main was able to function and was put into service. The county and North Carolina Department of Transportation (NC DOT) identified punch list items that the contractor addressed and completed. These items did not impede the function of the force main and it was able to stay in use. The final completion of the project was issued once NC DOT approval was received. The changes in the contract price are attributable to adjustments in the amount of unit price items and some minor additions to the scope of work. The net result is a deductive change order in the amount of \$19,274.92.

More detailed information is included in the attached change order document. The project is complete and is in operation.

**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 the Board of Commissioners approve Final Adjusting Change Order No. 1 with STEP Construction for construction of the Old Mill Road Force Main Project. The change order is deductive in the amount of \$19,274.92. This decreases the contract value from \$479,000.00 to \$459,725.08.

**ATTACHMENTS:**

## Description

- ▣ Utilities - Change Order No. 1 - Attach 1
- ▣ Utilities - Summary of Final Unit Pay Items - Attach 2

BRUNSWICK COUNTY  
CHANGE ORDER NO. 1

PROJECT:  
ORIG. TIME OF COMP.  
ORIG. DATE OF COMP.

CAUSE CODE:

**FOR BC USE ONLY**

- ☐ OR Owner Request
- ☐ CR Contractor Request
- ☐ DR Designer Request
- ☐ CC Concealed Condition
- ☐ DE Design Error
- ☐ DO Design Omission
- ☐ SC Schedule Change
- ☐ OT Other

Under the terms of the Contract and without invalidating the original provisions thereof, the following change in work is authorized for the change in Contract amount herein set forth: (Description of change order with detailed breakdown attached)

This constitutes a final adjusting change order to adjust the installed quantities and items directed in the field. A plug valve addition and removal of existing trees were required and in the best interest of the County.

The Time of Completion including previous orders is 120 calendar days and shall be Changed by Adding 25 calendar days by this change order.

**CONTRACT COST SUMMARY**

			TOTALS
1. Original Contract Amount			\$479,000
2. Amount of Previous Orders	\$0		\$0
3. Amount of This Order:		Deduct	\$19,274.92
4. Total additions lines 2 & 3	\$0	Minus Total Deducts:	\$19,274.92
(Line 4 shall show the net amount to be added or [deducted] from the original Contract amount.)			
5. Revised Contract Total Amount			\$459,725.08

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

STEP Construcion	By: <u>Kevin Lanier</u>	02-04-2020
(Contractor)	Kevin Lanier, President	(Date)
Right Angle Engineering, PC	By: <u>[Signature]</u>	2.10.20
(Designer)		(Date)
Brunswick County	By: _____	_____
(Owner)		(Date)
_____	By: _____	_____
(County Commissioners)	Frank Williams, Chairman	(Date)

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

Approved as to Form

\_\_\_\_\_  
Brunswick County Finance Officer

\_\_\_\_\_  
Brunswick County Attorney

DISTRIBUTION: 1 original to Owner

1 original to Contractor



## DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE: 2/3/20

REQUEST NO.: 1

PROJECT NAME: Old Mill Road Force Main

OWNER: Brunswick County

CONTRACTOR: STEP Construction

DESIGNER: Right Angle Engineering, PC

CONTRACT FOR: Construction

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REASON FOR CHANGE: Final adjusting change order of field quantities and directives.

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SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)  
Items were bid units and field directives.

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### DESIGNER SUMMARY:

1. Schedule items affected by this change: Additional days for tree removal, plug valves, and unit items.
2. Can Contractor mitigate the change without requiring a Contract time extension? No
3. Will the change require a Contract time extension for other Contractors? No
4. Are additional costs indicated by reason of the time extension? No. If so they must be included in 5 & 6 Below.

	<u>CONTRACTOR'S ESTIMATE</u>	<u>DESIGNER'S ESTIMATE</u>
5. Estimated cost of change:	<u>0</u>	<u>0</u>
6. Estimated time extension field cost (if any):	<u>0</u>	<u>0</u>

### DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: President, Right Angle Engineering, PC

**Work Change Directive  
Brunswick County**

Date: 9/10/19 Time: \_\_\_\_\_ a.m./p.m. Project Name: \_\_\_\_\_  
Designer: Right Angle Engineering, PC Contractor: STEP Construction  
Designer Rep: \_\_\_\_\_ Contractor Rep: \_\_\_\_\_

Directive: Move Air Release Valve to Station 41+10 in front of existing sewer manhole. Add 16 linear feet of 18" RCP and 22 CY of fill.

Reason for Change: To provide a location to install the air release valve that is not on a side slope adjacent to the roadway.

The preceding directive requires the following actions by the Contractor before 9/20/19

**CONTRACTOR:**

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
18" RCP	16 LF	\$130.00	\$2080.00
Backfill	22 CY	\$40.00	\$880.00

The total change to the Time of Completion shall be an increase/decrease of 5 days.

**DESIGNER:**

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project or by 10/8/19, whichever is sooner.

**OWNER:**

The Owner agrees to the change as being in the Owner's best interest.

**SIGNATURES:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

Original Designer

Yellow Contractor

Pink Owner

**Work Change Directive  
Brunswick County**

**Date:** 9/10/19 **Project Name:** Old Mill Rd Force Main  
**Designer:** Right Angle Engineering, PC **Contractor:** STEP Construction  
**Designer Rep:** \_\_\_\_\_ **Contractor Rep:** \_\_\_\_\_

**Directive:** Remove three large pine trees that are directly adjacent to the alignment of the force main. Trees will need to be taken down in segments and cannot be felled across or in close proximity to Old Mill Road per DOT.

**Reason for Change:** Trees are close to the pipe route and adjacent fiber optic cable. Removal will also prevent future line breaks if trees were blown over.

The preceding directive requires the following actions by the Contractor before 9/20/19

**CONTRACTOR:**

Based on time and materials estimate provided by Contractor the total lump sum cost for the change noted above shall not exceed \$ 11,428.68.

The total change to the Time of Completion shall be an increase/decrease of 4 days.

**DESIGNER:**

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project or by 10/12/19, whichever is sooner.

**OWNER:**

The Owner agrees to the change as being in the Owner's best interest.

**SIGNATURES:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

**Work Change Directive  
Brunswick County**

Date: 7/10/19 Time: \_\_\_\_\_ a.m./p.m. Project Name: \_\_\_\_\_  
Designer: Right Angle Engineering, PC Contractor: STEP Construction  
Designer Rep: \_\_\_\_\_ Contractor Rep: \_\_\_\_\_

Directive: Add one plug valve approximately station 35+00. Field locate with Owner prior to installation.

Reason for Change: To provide an inline valve in case of future shutoff needs.

The preceding directive requires the following actions by the Contractor before 7/17/19

**CONTRACTOR:**

The total lump sum cost for the change noted above shall not exceed \$ 4,000.

**OR**

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
6" Plug Valve	1		

The total change to the Time of Completion shall be an increase/decrease of 2 days.

**DESIGNER:**

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project or by 10/3/19, whichever is sooner.

**OWNER:**

The Owner agrees to the change as being in the Owner's best interest.

**SIGNATURES:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

**Summary of Final Unit Pay Items**

Old Mill Road Force Main

Brunswick County, NC

**Actual Completed Quantities**

PAY ITEM	Spec. Section	Pay Item Description	Unit	Estimated Quantity	Bid Unit Price	Used Quantity	Used Amount	Unused (Deduct Amount)
1	TS-009.01	Excelsior Erosion Control Matting (As Directed by Engineer)	SY	1,000	\$ 16.00	1000	\$ 16,000.00	-
2	TS-013.01	18" RCP (as Directed by Engineer)	LF	200	\$ 130.00	56	\$ 7,280.00	\$ (18,720.00)
3	TS-013.01	Testing Allowance	LS	1	\$ 1,500.00	0	\$ -	\$ (1,500.00)
4	TS-009.01	Select Backfill (As Directed by Engineer)	CY	500	\$ 40.00	42.91	\$ 1,716.40	\$ (18,283.60)
5	TS-009.01	6" Plug Valve	EA	0	\$ 7,800.00	1	\$ 7,800.00	\$ 7,800.00
6	TS-009.01	Additional Tree Removal	LS	0	\$ 11,428.68	1	\$ 11,428.68	\$ 11,428.68

**Totals****\$ 44,225.08 \$ (19,274.92)**





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**Action Item # VI. - 1.**

**From:**  
Melanie Turrise, Human Resources  
Director

Human Resources - Employee Health Benefits (Melanie Turrise,  
Human Resources Director)

**Issue/Action Requested:**

Request that the Board of Commissioners receive information on employee benefits.

**Background/Purpose of Request:**

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners receive information on employee benefits.

**ATTACHMENTS:**

Description

- ▣ Employee Benefits

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# Health Plan Update

Melanie Turrise, Director of Human Resources

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# Health Plan Highlights

Brunswick County participates in the North Carolina Health Insurance Pool (NCHIP) for our group medical plan, which utilizes BCBSNC for claims administration.

**Medical Plan** – Renewal discussions indicate a 1% increase in rates with no changes to employee premiums or out of pocket limits. Included with renewal are some enhancements to the plan. Enhancements include:

*The implementation of Telehealth, which gives enrolled members 24/7 access to medical care for acute illnesses and mental health services via the phone and/ or video appointments.*

*Co-pay maximization for select specialty drugs. Members may experience a reduction in co-pays for select drugs through exclusive utilization of a specific specialty pharmacy.*

**Dental Plan** – Fully insured with Delta Dental with no increase in rates.

*Budget based on enrollment and coverage level.*

## FY 21 Budget Projections (no plan design changes)

	FY 20 Budget	FY 21 Projected Budget
<b>Employees Medical</b> <i>Includes coverage on Spouse and Children</i>	<b>\$10,301,256</b> <i>(1015 FTE)</i>	<b>\$10,419,160</b> <i>(1015 FTE)</i>
<b>(Pre-65) Retirees Medical</b>	<b>\$3,046,790</b>	<b>\$3,078,256</b>
<b>Employees Dental</b> <i>Includes coverage on Spouse and Children</i>	<b>\$444,910</b>	<b>\$444,910</b>
<b>(Pre-65) Retiree Dental</b>	<b>\$52,033</b>	<b>\$52,033</b>
<b>Total Budget</b>	<b>\$13,844,990</b>	<b>\$13,994,360</b>

*Budget based on current enrollment and coverage level. This table illustrates a comparison, assuming the same enrollment.*

## Next Steps

1. Board to provide direction on plan renewal and to authorize the County Manager to execute plan documents as appropriate
2. Manager to Develop Recommended Budget Based on goals of Board
3. Human Resources to conduct Annual Open Enrollment in May



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**Action Item # VII. - 1.**

**From:**  
Bob Shaver, County Attorney

County Attorney - Electronic Meeting Participation During a State of Emergency (Bob Shaver, County Attorney)

**Issue/Action Requested:**

Request the Board consider adoption of an ordinance amendment to the Local of Rules of Procedure of the Brunswick County Board of Commissioners to allow electronic participation in meetings with less than a physical quorum present during a state of emergency.

**Background/Purpose of Request:**

The Board's local rules currently allow for remote participation of members so long as a physical quorum is present for the meeting. In order to address emergency situations such as the social distancing and mass gathering restrictions of a global pandemic, the proposed amendment is designed for use, if necessary, in declared states of emergency where it is inadvisable or not possible for a quorum to convene in a physical location. The amendment sets forth notice provisions and accommodations necessary to conduct an open meeting of the Board of Commissioners in such circumstances.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the adoption of an ordinance amendment to the Local of Rules of Procedure of the Brunswick County Board of Commissioners to allow electronic participation in meetings with less than a physical quorum present during a state of emergency.

**ATTACHMENTS:**

Description

- Electronic Meetings During a State of Emergency



The Code of Ordinances of Brunswick County are hereby amended by adding the following subsection to Chapter 1.2, Article IV, Division 2, the Rules of Procedure:

Sec. 1-2-82

(d) Electronic Meetings Without a Quorum Physically Present During a State of Emergency

1) Meetings to Which These Rules Apply

The Board of Commissioners agrees that electronic meetings under this subsection will only be permitted when any of the following entities declare that a state of emergency or a disaster exists in an area including the Brunswick County: Brunswick County, through declaration of the Chair or otherwise as permitted by Section 1-9-88 of the Code of Ordinances of Brunswick County; the federal government of the United States of America; the Government of the State of North Carolina through the Governor of the State of North Carolina or other method permitted by Chapter 166A of the North Carolina General Statutes. The state of emergency declaration or disaster declaration must be related to a distinct event that reasonable persons can agree directly affects Brunswick County. If no state of emergency or disaster exists, then these electronic rules may not be used. These rules shall apply only to meetings of the Brunswick County Board of Commissioners, and not to any other public bodies existing under the authority of the Brunswick County. Electronic Meetings can take place for any regular, special, or emergency meeting of the Brunswick County Board of Commissioners, subject to the conditions herein.

2) Notice of Electronic Meeting

If an Electronic Meeting is necessary, a public notice of the electronic meeting shall be sent as part of any notice required by North Carolina General Statutes §143-318.12. The public notice, in addition to the information required by North Carolina General Statutes §143-318.12, shall provide:

- a. The location of the physical meeting (which is where any Board members and Staff able to attend the meeting in person shall gather); and
- b. The location where, or manner in which, a member of the public, member of the media, or others, may listen to the Electronic Meeting in accordance with § 143-318.13 of the North Carolina General Statutes, or participate in the meeting, as appropriate.

The notice shall be provided in the manner required by Article 33C of Chapter 143 of the North Carolina General Statutes. If the Electronic Meeting is being used for any part of a regular meeting that is on the meeting schedule adopted by the Board of Commissioners, then the information required above shall be provided in a

separate notice to be provided in accordance with Article 33C of Chapter 143 of the North Carolina General Statutes. Any notice provided may also be posted on the Brunswick County's website and social media accounts, if possible.

### 3. Quorum

The Board members present, in person or electronically, shall be included in the calculation for determining if a quorum exists of the Board of Commissioners. If a Board member who participates electronically withdraws from the meeting, the rest of the meeting may be completed provided there is still a quorum of the Board of Commissioners present either in person or electronically. Any Board member withdrawing from the meeting shall no longer be included for purposes of the quorum calculation.

### 4. Process of Opening Meeting

Immediately prior to opening the meeting, the Chair or other presiding officer shall communicate with the Board member(s) who is (are) participating electronically and ensure that he/she is prepared to go forward. From that time forward until the adjournment of the meeting, the communication line or electronic application shall be kept open. At the start of the meeting, the Chair or presiding official shall identify the Board members who are participating electronically.

### 5. Voting and Discussion

The Board members present for the meeting through electronic means are eligible to vote for all items considered by the Board of Commissioners during the meeting. However, Board members present for the meeting through electronic means will not be permitted to vote on any quasi-judicial matters coming before the Board. Also, a member voting must indicate verbally with a "aye" or "no" or "abstain" (when that is permitted) such that the Clerk to the Board or his/her designee may record the vote. Prior to taking a vote on any issue, the Chair or other presiding officer should inquire of the Board members participating electronically if he or she has been able to adequately monitor the discussion, including comments from the public, if any, and should allow those Board members to make any comments he or she desires, if they chose to not avail himself or herself of the opportunity to discuss the matter before the vote. However, it is the responsibility of the member to gain the attention of the Chair or the presiding officer in order to be recognized for discussion. A Board member attending through electronic means that withdraws from the meeting without being excused from further attendance shall be considered an affirmative vote on items before the Board. If a Board member attending through electronic means becomes disconnected from the meeting, the Board member will not be counted as an affirmative or negative vote.

### 6. Minutes

The minutes of the meeting shall designate the name of each Board member who participated electronically, the nature of the electronic communication, and the duration of the Board member's participation.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**Action Item # VII. - 2.**

**From:**  
Edward W. Conrow

Emergency Services - Central Square Technologies Software  
Proposal Approval (Ed Conrow, Emergency Services Director)

**Issue/Action Requested:**

Request the Board of Commissioner approve a service agreement for Central Square Technologies to supply Central Square Public Safety Suite Pro public safety software solution for Emergency Services, subject to final approval of contract form by the County Attorney's office.

**Background/Purpose of Request:**

The Brunswick County Sheriff's Office acting as the lead emergency communications agency transitioned over to the Central Square computer aided dispatching platform in 2020. As part of this process Emergency Services was not included in the new platform and is depending upon a patch between the old system and the new system. This patch has not performed to the expectations and has resulted in a loss of functionality with the older system. The loss of functionality includes ability to track in service units, inability to import times, loss of CAD notes, and the inability to see multi-agency incidents that also include Emergency Services. The loss of functionality is a safety concern for our field staff and limits our ability to effectively manage units that respond to emergency incidents.

The proposal if approved would fully transition Emergency Services units over to the new platform and include upgrading the system server to ensure full capability and functionality with the Sheriff's Office Communications Center.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment transfers funds \$150,000 from the capital outlay equipment to the computer software for purchase.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioner approve a service agreement for Central Square Technologies to supply Central Square Public Safety Suite Pro public safety software solution for Emergency Services, subject to final approval of contract form by the County Attorney's office.

**ATTACHMENTS:**

Description

- ☐ Central Square Proposal
- ☐ Brunswick Co NC - CentralSquare V19x Upgrade Statement of Work 122019a.pdf



# **CENTRAL**SQUARE

TECHNOLOGIES

## **A Public Safety Software Solution PROPOSAL**



**Prepared for the  
Brunswick County  
Emergency  
Services, NC  
March 20, 2020**

CentralSquare Technologies  
4509 W 58th Street | Sioux Falls, SD  
57108 | 605.274.6061 | 877.229.2205

March 20, 2020

Lyle Johnston  
Brunswick County Emergency Services  
3325 Old Ocean Highway  
Bolivia, NC 28422

Dear Mr. Johnston,

CentralSquare Technologies is pleased to provide this proposal to the Brunswick County Emergency Services (BCES) for our CentralSquare Public Safety Suite Pro public safety software solution. As a follow-up to our recent discussion, this proposal will give the BCES additional insight into our company and CentralSquare Pro.

A few of the items which make us and our CentralSquare Public Safety Suite Pro unique are as follows:

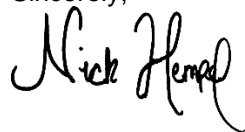
- CentralSquare Technologies' focus is on public safety and public administration software.
- All of our products (CAD, RMS, Jail, Mobile, Civil, etc.) are **one** application with **one** database from **one** vendor: CentralSquare Technologies.
- We listen to our customers and develop and deliver the new features, functionality, and interfaces that are priorities to them.
- With our Custom Modules and Custom Forms, the BCES can truly go paperless and will have the flexibility to automate and track as much data as is chosen.
- Each module within CentralSquare Public Safety Suite Pro is a first-class component of our solution; each provides every agency with the best solution available today.
- CentralSquare Public Safety Suite Pro is extremely configurable, yet very easy to learn and use.
- We provide more services and take on more responsibility as part of our standard support and maintenance plan than our competition does, and we do it for less. Our support and maintenance includes 100% responsibility for the CentralSquare Public Safety Suite Pro physical server, operating system software, and Pro software.
- CentralSquare Technologies is a safe and smart decision for the BCES.

The pricing included in this proposal is dependent upon the BCES receiving permission from the Brunswick County Sheriff's Office to access its servers and use its VPN.

This proposal updates the document provided on March 6, 2020, with new pricing.

If we are fortunate enough to earn the BCES's business, we will stand behind our commitment to deliver the required solution and complete the project with the same zealous pledge to customer support and service that we are known for throughout the United States.

Sincerely,



Nick Hempel  
Account Executive  
[brian.hempel@centralsquare.com](mailto:brian.hempel@centralsquare.com)  
941.380.2848



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## About CentralSquare Technologies

The Pro Suite team is based out of the Center of Excellence in Sioux Falls, South Dakota, and has been providing public safety agencies with high-quality, fanatically supported software since 2003. In 2018, the merger of Superion, TriTech, and Zuercher, resulted in CentralSquare Technologies, LLC. Prior to becoming CentralSquare, Zuercher and its subsidiaries had more than 2,030 customers in 43 states, Puerto Rico, and Spain, including more than 2,000 agencies under maintenance and support. Today, CentralSquare provides technology solutions that help over 7,650 public sector agencies deliver vital safety and administrative services to three out of every four residents of the U.S. and Canada.



CentralSquare Public Safety Suite Pro is continually updated to remain on the leading edge of technology and industry trends. CentralSquare Technologies does not rest on past achievements and continues to expand and improve the functionality of CentralSquare Public Safety Suite Pro with three to four major releases per year. Agencies receive all updates and releases as part of the maintenance agreement with CentralSquare Technologies. Performing massive, disruptive software updates every three to five years is a thing of the past. New and improved functionality is added because CentralSquare Public Safety Suite Pro clients identify ways that the system can help them become even more efficient and effective.

CentralSquare Technologies provides a single, comprehensive level of support for CentralSquare Public Safety Suite Pro. If an agency has a question, no matter when or what, a CentralSquare Technologies Support representative will pick up the phone to answer it. The company backs the solution 100%. There are no arguments about whether the issue is with the hardware or the software – CentralSquare Technologies monitors, manages, and supports both.

Since its inception, CentralSquare Public Safety Suite Pro has held one of the highest customer retention rates in the industry. This is achieved by providing a combination of the best software and support and maintaining a passion for public safety. CentralSquare's number one goal is to give each client the tools they need to succeed.

## Why CentralSquare Public Safety Suite Pro?

**TRUE INTEGRATION.** CentralSquare Public Safety Suite Pro is a completely unified system from both technical and user perspectives because it was built from the ground up as one application with one database from one vendor. Most public safety software companies describe their products as integrated, which often means separate modules, such as Computer-Aided Dispatch (CAD), Records, and Jail, are interfaced together to pass data between modules. Designed and built as a single application, the CentralSquare Public Safety Suite Pro system encompasses CAD, Records, Mobile CAD and Records, Jail, Civil Process Tracking, Agency Administration, and more in a manner that is so unified that the term integrated hardly applies.

**A VERSATILE, SCALABLE SYSTEM.** CentralSquare Public Safety Suite Pro is remarkably flexible. It is packed with configuration options that allow users to set up the software to match their agency's workflow and business rules, not the other way around. These configuration options allow the CentralSquare Public Safety Suite Pro system to match the needs of agencies with a variety of workflows, as well as to support a single agency's changing needs over time. Since many features can be turned on or off, CentralSquare Public Safety Suite Pro scales well to accommodate the unique needs of both small and large agencies. The company's experience working with agencies of all sizes throughout the U.S. allows CentralSquare Technologies to provide functionality to CentralSquare Public Safety Suite Pro clients that most vendors cannot provide within a single suite of applications.

**EASY TO LEARN AND USE.** While CentralSquare Public Safety Suite Pro is rich in functionality, its user interface is clean and crisp, uncluttered by excess fields or tabs. This makes the system easy to learn and allows users to efficiently enter data and quickly view key information. The system is designed to guide users through data entry processes, organize information logically, and allow for simple navigation throughout. Powerful searching capabilities provide quick access to needed records, and hyperlinks help users quickly navigate to related records or files.

**POWERFUL REPORTING.** It is one thing to place data into a system, but something else entirely to get it back out again. CentralSquare Public Safety Suite Pro comes with a built-in report generator that makes analytical reporting a very simple and straightforward task—even for users who are not highly technical and knowledgeable with regard to report scripting. Best of all, the agency does not need to submit a request for a new report and then wait for someone else to build it. Instead, the agency's own staff can put together most reports within a few minutes of when they are first requested.

**LONG-TERM SAVINGS.** Because of CentralSquare's unique approach to support and maintenance, there are no surprise hardware costs associated with natural growth. CentralSquare Technologies doesn't demand "forklift" upgrades or charge for additional memory when an agency grows in size. Instead, those things are covered by the standard maintenance plan – if hardware fails or if more disk space is needed, the cost is included. CentralSquare encourages agencies to own their systems and never charges an agency to retrieve their data.

**"We're getting real bang for the buck. Officers are only spending a fraction of the time they used to. There's tons of little efficiencies and details we get right. And it all adds up to huge savings for the Agency and ultimately the taxpayers of the city."**

*Capt. James Johns  
Rapid City Police  
Department, SD*

## CentralSquare Public Safety Suite Pro Overview

The fundamental difference between CentralSquare Public Safety Suite Pro and offerings from other vendors is that CentralSquare Pro is one application with one database from one vendor: CentralSquare Technologies. Where other vendors have a suite of products that are integrated or interfaced together, CentralSquare Technologies' is not; it is one application. Other vendors typically have multiple applications that typically run on separate servers and then parts of each application are connected via interfaces or message switches.

This typical 1980's and 1990's software architecture has many moving parts, multiple servers, multiple system administrators and end-user consoles and does not store all the data in one location. This tends to make those systems more expensive to purchase and maintain, harder to set up and administer, and more difficult to use.

CentralSquare Public Safety Suite Pro is a fully integrated public safety software system comprised of Administration, CAD, Records, Mapping, Mobile CAD and Records, Jail, Civil, and more.

It is the outcome of many years of close collaboration with public safety agencies and veterans and has been designed from the ground-up to provide the next level in power and ease of use for public safety professionals.

### Core Functionality

The core functionality of CentralSquare Public Safety Suite Pro is available to users regardless of whether they are working in a single product (such as CAD or JMS) or have access to every available CentralSquare Pro product and module.

This section highlights the functionality which makes up the foundation of CentralSquare Public Safety Suite Pro.

### KEY FEATURES

- Fine-grained Permissions
- Internal Messaging
- User Dashboards
- Master Indices (Names, Vehicles, Addresses)
- Spell-checking
- Redaction
- Agency-based configurability
- Custom Forms and Modules
- Full-text Searching
- Record Linking
- Contextual Menus
- Wizards
- Data Auto-population
- Alerts

### Mobile CAD

Mobile CAD dramatically improves agency efficiency by enabling silent dispatch and putting powerful CentralSquare Public Safety Suite Pro functionality into the hands of the people who need it most. Mobile CAD works with the desktop CAD to create a streamlined dispatch workflow. The mobile units stay synchronized with CentralSquare Pro servers so that mobile users are always up-to-date with incident assignments, including call details, location information, and safety alerts. Mobile CAD users can update their statuses with the touch of a button, enabling dispatchers to closely monitor officer activity. Because all

## Brunswick County Emergency Services

of this can be done without a single call over the radio, Mobile CAD enables silent dispatch, freeing up dispatch personnel and shaving valuable seconds off unit response times.

Mobile CAD is packed with additional features that contribute to efficient, silent dispatch. The instant messaging feature provides a means of rapid, radio-free communication between dispatchers and mobile units. AVL and mapping integration helps units get to incidents quickly and keeps dispatchers better informed of unit movements. Automatic notifications alert Mobile users when BOLOs, special instructions, and new warrants are issued. Mobile users can even run NCIC and state queries, enabling them to quickly check driver's licenses and vehicle registrations.

### KEY FEATURES

- Silent dispatch
- User-configurable Views and Filters
- Self-dispatch and self-creation of CFS
- Scheduled Calls
- Color-Coded User Interface
- Mapping Integration
- Alerts/Status Checks
- Master record alert notifications
- AVL-powered CFS routing

### Automatic Vehicle Location (AVL)

AVL allows agency personnel to keep track of the locations of vehicles in real time. Often used for both law enforcement and emergency services, this allows both field personnel and those back at the office or station to be able to know where mobile units are without needing to constantly contact the units via radio or other means.

CentralSquare Public Safety Suite Pro supports any NMEA-compliant GPS devices capable of exporting GPS data containing the \$GPRMC sentence to a physical or virtual COM port (either directly or via a third-party data manipulation application) at a rate no greater than once per second. Additionally, CentralSquare Mapping Pro can interface with third-party location vendors (such as US Fleet), inserting that location data into our database and updating the unit locations on the map.

### AVL Playback

AVL Playback gives agencies the ability to look back at the details of a call for service or a responder's movement when needed. With fine-grained permission levels, this tool makes it possible for authorized users to handle complaints, train for situational awareness, review patrol tactics, or analyze response times.

With AVL Playback agencies have the ability to set permissions according their specific needs. Playback opens in a separate map window and the map layer can be toggled on and off. Playback settings can be determined by time span, specified unit(s), or calls for service. The units are displayed with arrows showing direction of travel, and Playback can be slowed or paused at any time. Optional AVL footprint shows full line of travel for set parameters and results can be printed or exported to an Excel file.

### KEY FEATURES

- Adjustable Search and Play Filters
- Custom Play Speed
- Direction Recorded
- Exportable Results
- Map Layers
- Map Markers
- Speed Recorded
- Unit Drilldown

### Personnel (Core)

Personnel offers a single log for all pertinent data on each employee or user. The agency has a central location to track demographic information, photos, and other attachments on each record. Agency administrators will also use Personnel to manage permissions and user access throughout CentralSquare Public Safety Suite Pro.

### Field Ops

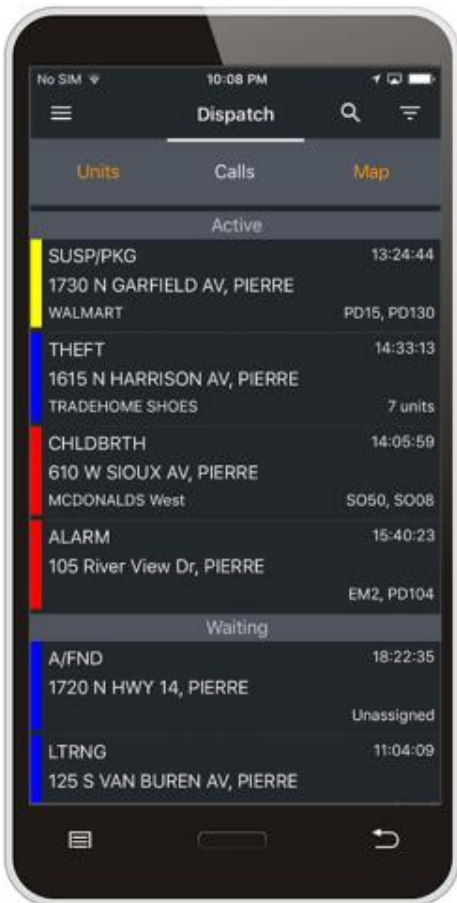
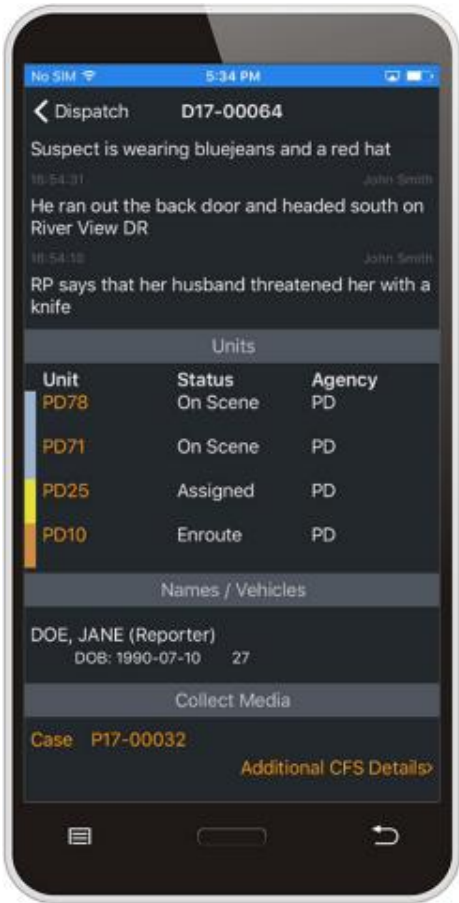
CentralSquare Technologies is committed to constantly evaluating and rethinking the relationship between public safety and technology. As new features are developed across all kinds of software and hardware, other platforms must grow in order to keep up. To that end, the company has directed a significant amount of time and energy toward designing a new smartphone application, one built with field officers in mind.

Field Ops was built with a focus on the things that real officers want the most in a mobile app – situational awareness, functionality free of an MDT, and a set of tools that eliminates the need for unnecessary hardware like a camera or a voice recorder. Existing solutions aren't user friendly and are often difficult to configure and distribute. Field Ops is different. It's secure, easy to implement, and even easier to use. Better yet, it's FIPS 140-2 compliant and has optional multi-factor authentication to fulfill CJIS Advanced Authentication requirements.

### KEY FEATURES

- Save time with integrated photo and audio capture tools
- Provide safety-first information to all responders
- Meets all CJIS security standards for mobile devices
- Increase situational awareness
- Expose real-time CFS data to users in the field
- Use existing CentralSquare Pro credentials
- Seamlessly capture data and upload it to the full CentralSquare Pro solution





## Terms, Conditions, and Financing

### Terms and Conditions

Pricing provided in this document is valid for a period of not less than 180 days from publication.

This confidential document has been prepared by the sales division of CentralSquare Technologies and contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of CentralSquare Technologies.

### Financing

CentralSquare Technologies has partnered with Government Capital Corporation to provide financing options for the BCES. All financing options will be administered by Government Capital Corporation. Additional information with regard to these financing options may be provided by contacting Government Capital Corporation as follows:



**D.C. Greer**  
Vice President  
Government Capital  
Corporation  
90 Sandalwood Trail  
Brookhaven, MS 39601

Phone: 800-561-0461  
Mobile: 601-754-5951  
Email: [dc.greer@govcap.com](mailto:dc.greer@govcap.com)  
Site: [www.govcap.com](http://www.govcap.com)

## **Non-Disclosure Statement**

The terms and conditions contained in this proposal will automatically expire 180 days from the date of the proposal, unless renewed, extended, or terminated earlier by written notice from CentralSquare Technologies, LLC. Unless otherwise stated, taxes that may be applicable are not reflected and will need to be paid by the client.

Any modification pricing provided in this proposal is an estimate only. Detailed analysis of your specific requirements is needed prior to providing exact pricing.

If applicable, the prices for hardware and system software products and services are subject to change and are submitted for your information only. The terms and policies of the hardware vendor govern any portion of this proposal related to hardware and system software products and services.

If applicable, the prices and information on any third-party products and services are subject to change and are submitted for your information only. The terms and policies of any third-party vendor govern all portions of this proposal related to those products and services.

This proposal is protected by copyright law and contains proprietary information and confidential trade secrets belonging to CentralSquare. This proposal is furnished and accepted on the express condition that portions of it shall not be duplicated or disclosed, in whole or in part, except to your staff and agents when necessary for evaluation purposes, without prior written consent of CentralSquare. Those confidential portions include, but are not limited to, pricing and client lists. All such proprietary information is clearly marked for your convenience. Any portions of this proposal that are not marked proprietary or confidential shall be available for public disclosure.

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## CentralSquare Public Safety Suite Pro Pricing

### CentralSquare Public Safety Suite Pro Standard Pricing

Software and Servers	Comments	Unit	Qty	Price	Total
Pro Suite Server Upgrade			1	\$ 54,000	\$ 54,000
Mobile AVL		Per Unit	60	\$ 200	\$ 12,000
Mobile CAD		Per Unit	60	\$ 450	\$ 27,000
Mobile Mapping		Per Unit	60	\$ 550	\$ 33,000
Personnel Core (Agency Site License)		Per Agency	1	Included	Included
<b>Software and Servers Total</b>					<b>\$ 126,000</b>
Subscriptions	Comments	Unit	Qty	Price	Total
Field Ops Subscription (for Pro Mobile users)		Per User	25	\$ 120	\$ 3,000
<b>Subscriptions Total</b>					<b>\$ 3,000</b>
Services	Comments	Unit	Qty	Price	Total
Project Manager		Per Project	1	\$ 13,390	\$ 13,390
Configuration		Per Project	1	\$ 1,590	\$ 1,590
Training - Mobile (Train the Trainer)		Per Project	1	\$ 795	\$ 795
Go Live Support		Per Project	1	\$ 4,900	\$ 4,900
<b>Services Total</b>					<b>\$ 20,675</b>
TOTALS					
<b>Software and Servers Total</b>					<b>\$ 126,000</b>
<b>Subscriptions Total</b>					<b>\$ 3,000</b>
<b>Services Total</b>					<b>\$ 20,675</b>
<b>TOTAL</b>					<b>\$ 149,675</b>
Recurring (Subscriptions & Maintenance)					
<b>Subscriptions (Year 1)</b>			1		<b>Prepaid</b>
<b>Subscriptions (Year 2)</b>			1		<b>\$ 3,150</b>
<b>Maintenance &amp; Support (Year 1)</b>			1		<b>Included</b>
<b>Maintenance &amp; Support (Year 2)</b>			1		<b>\$ 26,550</b>



# **CENTRAL**SQUARE

## **TECHNOLOGIES**

### **STATEMENT OF WORK**

**Brunswick Co., NC**

**PUBLIC ADMINISTRATION SUITE FINANCE  
ENTERPRISE**

# Statement of Work

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## 1.0 Implementation Statement of Work

This document is the Statement of Work (SOW) and contains the approach for the implementation of CentralSquare's Technology's ("CentralSquare") Public Administration Finance Enterprise migration (Enterprise Solution). This upgrade is solely related to the services expressly identified in the Solutions Agreement (the "Agreement") for Brunswick County, NC (the "Customer"). CentralSquare will provide implementation services identified in the Agreement and as further described in this SOW to assist the Customer in implementing the software solution. The SOW is an attachment incorporated as part of the Agreement signed by CentralSquare and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

This SOW is intended to be a planning and control document, not the detailed requirements or design of the Enterprise Solution.

## 2.0 Scope Overview

The purpose of this project is to migrate the Customer's current Financial software (ONESolution Finance v16.2) to CentralSquare's Finance Enterprise solution. The project scope is comprised of the Enterprise Solution applications and services identified in the Agreement and further described throughout this SOW. Anything not specifically designated in the Agreement or SOW should be considered out of scope and not part of this project.

### 2.1 Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the Enterprise Solution and represents a good-faith estimate based on our knowledge at time of the Agreement.

#### Service Description

Engagement	High Level Tasks	Key Deliverables
Planning/Project Initiation/Analysis	Completion of this following tasks are accomplished through a combination of onsite and remote visits: <ul style="list-style-type: none"> <li>Kick-Off meeting</li> <li>Formal discovery sessions at start of project</li> <li>Detailed scope and contract review               <ul style="list-style-type: none"> <li>Discovery/design and workflow review</li> <li>Conversion scope review</li> </ul> </li> <li>Assignment of project team and identify key team members</li> <li>Identify improvement opportunities through a workflow analysis</li> <li>Collaboratively develop a project schedule that drives implementation</li> </ul>	1. Project Management Plan 2. Integrated Project Schedule 3. Communication Plan 4. Decision Workbook
Monitoring and Control/ Configuration	Remote installation tasks consisting of the following: <ul style="list-style-type: none"> <li>Software installation</li> <li>Application installation</li> </ul>	5. Monthly Status Report 6. Issues Log 7. Risk Register

Engagement	High Level Tasks	Key Deliverables
	<ul style="list-style-type: none"> <li>Network architecture review</li> </ul> <p>Comprehension design and configuration task for the software solution:</p> <ul style="list-style-type: none"> <li>Creation of workflow</li> <li>Report development</li> <li>System configuration</li> <li>Data converted</li> <li>Third-party software Integration, where applicable</li> </ul> <p>Remote Data Conversion and Testing:</p> <ul style="list-style-type: none"> <li>After initial data load occurred within respective processes, CentralSquare will upload the subsequent rounds of corrected Customer provided legacy extract files into “software”</li> </ul>	
Testing	<p>Shared responsibilities for the following tasks:</p> <ul style="list-style-type: none"> <li>System validation</li> <li>Application tests</li> <li>Integration testing</li> <li>Parallel testing</li> </ul> <p>Completion of the following tasks are accomplished through a combination of onsite and distance learning sessions:</p> <ul style="list-style-type: none"> <li>End user training</li> <li>System administration training</li> </ul>	8. Test Workbook
Deployment/ Closeout	<p>Tasks to be completed at or near the end of the implementation project:</p> <ul style="list-style-type: none"> <li>Mock Go Live/Go Live Readiness review</li> <li>Go Live activities</li> <li>Complete project documentation</li> <li>Transition to support team</li> <li>Transition to customer success manager</li> </ul>	9. Go Live Plan 10. Services to Support/CSM Project Closeout Report

## Service Assumptions

- CentralSquare is implementing a Commercially Available Off-the-Shelf solution.
- Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer’s existing policies, practices, and operations through the post-contract planning and discovery process.
- Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.
- Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of

this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.

- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.
- CentralSquare is not responsible for quality of Customer's legacy data or for the correction or resolution of data quality issues unless previously agreed upon.

## Customer Responsibilities

- Customer will change business processes as necessary to maximize efficiencies in the Enterprise Solution.
- Customer will make resources available to assist as needed to fulfill the responsibilities herein.
- Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.
- Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.
- Customer Project Manager, Project Team, Subject Matter Experts, and other key personnel (as determined by Customer) will participate in the Kick-Off Meeting.
- Customer will cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery.
- Customer will review recommendations in the Workflow Analysis Report and attend the scheduled presentation of the findings. Customer will submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.
- Customer will participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Customer will provide access to servers as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks.
- Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.
- Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.
- Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.
- Customer will act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Customer will provide expertise in third-party data, data mapping, and data validation.
- Customer will be responsible for validating all data transferred into the Enterprise Solution and data transferred from Enterprise Solution into other third-party applications.
- Customer will be responsible to get the legacy data "conversion ready", meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that CentralSquare can read for import purposes (Excel spreadsheet, for example).
- Customer staff will provide a Customer data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and Enterprise Solution databases. If sufficient

documentation is not available, Customer will need to provide screenshots of the legacy system to assist in mapping data elements.

- Customer application owners will participate in testing activities.
- Customer will provide verification and validation of the converted data into the designated non-production environment according to the Test Plan.
- Approval to proceed: Customer will provide sign off of the converted data set in a non-production environment, approving the cycle to be completed in a production environment.
- Customer will identify and schedule appropriate personnel to attend training.
- Customer will complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.
- Customer Project Manager and other key personnel (as determined by Customer) provide support and assistance throughout Go Live event.
- Final conversion sign off: Customer will provide sign off of the converted data set into the production environment.

#### Out of Scope

- Development of ad hoc reports.
- Modifications to baseline reports, forms, web pages.

## 3.0 Interfaces and Integrations

This project scope includes services to migrate the core solution only. Any additional cost associate with interfaces or integrations between CentralSquare Enterprise Finance and other third party solutions are not in scope.

## 4.0 Application Software Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1)	Installation	Initial Installation of CentralSquare's Enterprise Solution software	<ul style="list-style-type: none"> <li>Attend Discovery Call</li> </ul>	<ul style="list-style-type: none"> <li>Discovery Call</li> <li>Complete install and data migration</li> </ul>
2)	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	<ul style="list-style-type: none"> <li>Validate Account</li> </ul>	<ul style="list-style-type: none"> <li>Create Test Account</li> </ul>
3)	Development Account Creation	Development Account Creation is the creation of the training environment which is a replica from the new production environment.	<ul style="list-style-type: none"> <li>Validate Account</li> </ul>	<ul style="list-style-type: none"> <li>Development Training Account</li> </ul>

#### Assumptions

- CentralSquare will provide the Enterprise Solution software. Software installation will be done one (1) time.
- Customer will be charged for any moving and/or reinstallation of the software.
- Production Environment may have up to 4 application servers.
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

- Production Environment may have up to 4 application servers
  - Test and any Additional Environments will each have (1) application server
- System Administrative training comes standard with all the Enterprise Solution installations which will be completed remotely. CentralSquare will train Customer on doing a data refresh from Production to other environments as part of admin training.
- After final Go Live of the Enterprise Solution is completed, a “development” environment is created and the data from Production is copied over. This third environment called “development” is used to train end users and as a sand box for users to learn.

## **Roles and Responsibilities**

### **CentralSquare:**

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end-user computers (4-6 people maximum).
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

### **Customer:**

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

## **5.0 Project Governance**

The purpose of the project governance is to define the resources required to adequately establish the business needs, objectives and priorities of the project, communicate the goals to other Project participants and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement to the structure, the process and specific roles and responsibilities may occur throughout the project. Changes to the governance will be mutually agreed upon, properly documented, and communicated to all impacted parties.

Organizational change management plays a vital role in achieving high levels of user adoption and realization of benefits from efficiencies gained during prescriptive process changes throughout the

implementation. Managing the organizational change acceptance through the establishment of a formal Change Management Team is a key function that drives project success.

## ***Customer Personnel***

### **Sponsorship Team (ST)**

The Customer's ST provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. When called upon, the ST will also act as the final authority on all escalated project issues. The ST engages in the project, as needed, to provide necessary support, oversight, guidance, and escalation, and may participate in day-to-day activities in their normal job roles. The ST will empower the Product Owner, Project Manager, Change Manager, Project Management Team and the functional team leads to make critical business decisions for the Customer. Specifically, the ST will:

- Understand and support the cultural change necessary for the project
- Oversee the project team and the project as a whole
- Participate in regular meetings so it is current on all project progress, project decisions, and achievement of project milestones
- Communicate the importance of the project to County departments along with other department directors and the Change Manager.

Be responsible for making timely decisions on critical project or policy issues.

### **The Project Management Team (PMT)**

This team is made up of the Customer Project Manager and subject matter experts from major departments within the organization. It will meet on a regular basis to monitor that overall project goals are realized. This team will formulate strategy to the execution of the project plan and make decisions and recommendations regarding project activities, changes, resources, issues, and risks. This team will also provide oversight and guidance for Change Management, ensuring project and change management activities are properly aligned with overall objectives. In short, this team will serve as a liaison between the Steering Committee and the day-to-day activities of the project. Meeting frequency between this group and the CentralSquare Project Manager will be defined in the Communications Plan.

### **Product Owner**

The Product Owner (PO) is the management level resource that will be responsible for accurately communicating the requirements, assumptions and constraints of the business unit to the team. The work performed by the PO will include the clarification of business requirements, testing and communication of project status to staff. The PO will work closely with the County's PM and Central Square's PM.

- The Customer's Product Owner will communicate and reinforce the vision
- Collaborate with stakeholders and the team to define and communicate the roadmap
- Collaborate with the Change Management Team
- Clarify requirements and priorities with stakeholders and team
- Manage the Functional Team Leads and SMEs

### **Project Manager**

The Customer's Project Manager will:



- Be the primary contact for the project
- Coordinate Customer's project team members
- Coordinate all CentralSquare activities with the CentralSquare Project Manager
- Coordinate the subject matter experts (SMEs) at the County
- Be responsible for reporting to the ST
- Ensure all deliverables are reviewed on a timely basis by the Customer
- Co-manage the overall implementation schedule with the CentralSquare Project Manager
- Collaborate with the Change Management Team

### **Functional Team Leads**

Customer project team members will work under the direction of the designated Functional Team Leads for each area in the system. The functional leads have detailed subject matter expertise and are empowered to make or obtain from the SC appropriate business process and configuration decisions in their respective areas.

The functional leads are tasked, by the Customer Project manager, with carrying out all project tasks described in the SOW including business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The functional leads will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager, the PMT and the ST.

### **Subject Matter Experts (SMEs)**

SMEs have special, in-depth knowledge of Customer's current legacy systems and processes. Their opinions will be sought in defining business needs, test requirements, and software functionality. During the implementation, the Customer's SMEs will dedicate a considerable amount of their time to the project because they may be involved in multiple roles, including participating in training and other workshops, conducting end user training, reviewing project deliverables, performing various testing tasks, etc.

### **Quality Assurance Team (QAT)**

The Customer will form a QAT made up of individual(s) who will participate in the review and acceptance of each CentralSquare deliverable and conduct periodic project health checks to ensure tasks are completed on time, on budget and to the satisfaction of the Customer. Furthermore, the QAT will work closely with the Project Manager to ensure all contractual matters are in compliance and services delivered are in accordance with the terms and conditions of the CentralSquare/Customer agreement as well as with the SOW.

### **Assumptions:**

- The Customer may have multiple staff providing the roles outlined above and the same staff providing multiple roles.

### ***CentralSquare Personnel***

#### **Project Sponsor**

CentralSquare Project Sponsor will have indirect involvement with the project and is part of the escalation process. The sponsor will offer additional support to the CentralSquare project team and collaborate with other third-party consultants who are involved on this project. Specifically, the Project Sponsor will:

- Provide support to Project Managers in reporting project progress to ST.
- Approve and sign-off on any material changes to project scope or staffing changes.

### **Project Manager**

The CentralSquare Project Manager will coordinate all project activities with the Customer and perform the following:

- Serve as the point person for all project issues (the first escalation point)
- Be responsible for project performance, deliverables as they are outlined in the SOW, and the milestones.
- Provide periodic updates to the Customer's ST and the PMT.
- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress
- Monitor and report progress on CentralSquare's responsibilities on a weekly basis
- Immediately notify the Customer Project Manager, the PMT and the ST of any issue that could delay the project
- Ensure Software installation occurs as per the project schedule.
- Schedule CentralSquare Staff according to the project plan.
- Facilitate coordination between all CentralSquare departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare bi-weekly status reports along with notes from meetings and calls.
- Develop meeting agendas.
- Provide issue resolution status, tracking, and procedures.
- Identify personnel, equipment, facilities and resources that will be required to perform services by CentralSquare.

### **Functional Leads (Consultants, Developers, and Technical resources)**

- Install application in agreed upon environments.
- Work with the Customer functional leads and SMEs to design and configure the functional components of the Enterprise Solution software for optimal long-term use.
- Document decisions made during configuration in the weekly site reports.
- Lead the Enterprise Solution software configuration with assistance from the Customer's functional leads.
- Check that software operates after configuration as per its documentation.
- Assist with the resolution of issues and tasks.
- Schedule the training of the Customer functional leads and SMEs during the configuration of software.
- Provide and assist with data conversion guides.
- Create and deliver interface programs according to Customer specifications and this SOW.
- Provide training on security and assist with set up.
- Provide training on workflow and assist with set up.
- Provide samples of and training on the creation of forms and reports.

## **6.0 Quality Assurance**

## Project Oversight

The CentralSquare Project Management Organization (PMO) will provide Project Oversight throughout the project life cycle.

Assuring a project of this type is progressing as outlined in the project management plan and is achieving the goals of the Customer is critical to overall project success and eventual adoption of the system by all stakeholders. Said oversight includes, but is not necessarily limited to:

- Providing assistance with any areas of high risk identified throughout the project.
- Holding a monthly meeting with the Customer PMT to discuss and assess their view of the project progress.
- Communicating any challenges internally to leadership throughout CentralSquare's organization to assist in resolving issues.
- Providing feedback to CentralSquare project staff and CentralSquare PMO on the results of the oversight activities.
- Helping identify lessons learned that can improve performance on future phases.
- Issues that will impact the quality, timeline, and overall goals will be identified, tracked, resolved and documented in the Issues/Tasks Log. These issues will be presented to the PMT and the SC during the regular cadence meetings as required.

## 7.0 Deliverable and Milestone Approval & Acceptance

The Customer will review, approve and provide written acceptance for all Milestones outlined in the Agreement by following the below process:

- The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within ten (10) business days from the form being delivered to the customer for each completed Deliverable, unless the review timeframe is deemed to be insufficient for a proper review. In such cases, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline.
- CentralSquare will review deliverables which are not approved and create a plan to address the deficiencies. Once the deliverable has been corrected or the milestone achieved, a revised completion form will be submitted. The Customer will then review the deliverable or milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within ten (10) business days from the updated completion form being delivered to Customer. Again, if the review timeframe is deemed to be insufficient for a proper review, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline. This process will be repeated until the Customer grants approval and signoff on the deliverable or milestone.
- Upon approval of the deliverable or milestone, the Customer Project Manager will sign the completion form and return it to CentralSquare Project Manager.

## 8.0 Dispute Resolution Procedures

The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for these issues to be

remedied in a timely fashion, the Customer and CentralSquare will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to the respective Project Managers of CentralSquare and the Customer to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the two Project Managers and the Customer's PMT.

All issues or concerns will be discussed actively and openly between all parties. If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate issues to CentralSquare management in the sequence below, as needed:

Name and Role	Phone	Email
Michael DiOrio, Sr. Director of Professional Services	407-304-3024	<a href="mailto:Micheal.DiOrio@CentralSquare.com">Micheal.DiOrio@CentralSquare.com</a>
George Slyman, Sr. Director of Professional Services	360-303-9362	<a href="mailto:George.Slyman@CentralSquare.com">George.Slyman@CentralSquare.com</a>
Aydin Asil, VP Professional Services	604-340-1720	<a href="mailto:Aydin.Asil@CentralSquare.com">Aydin.Asil@CentralSquare.com</a>

## 9.0 Change Requests and Changes to this Scope of Work

The Customer and CentralSquare may request a change to this scope of work by following the process outlined in the Agreement.

## 10.0 Acts or Omissions of Customer

If CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees outside of CentralSquare's control, CentralSquare Provider shall not be deemed in breach of its obligations under this SOW or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, or for any delays in delivery of any services, products or deliverables under this SOW to the extent arising directly or indirectly from such prevention or delay. Additionally, if CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, and CentralSquare expends reasonable costs, charges, or sustains losses, then Customer is responsible to reimburse CentralSquare for all costs, charges, or sustained losses to the extent they arise directly or indirectly from such prevention or delay.

To avoid penalties associated with cancellation or delay of any deliverables, products, or services that were to be provided in accordance with the terms of this SOW as defined in the mutually agreed upon project schedule, Customer must provide notice of cancellation a minimum of ten (10) business days prior to scheduled event.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**April 6, 2020**

**Action Item # VII. - 3.**

**From:** Health and Human Services - Social Services - Emergency  
David Stanley, HHS Executive Director Funding Increase to Brunswick Family Assistance (David Stanley,  
HHS Executive Director)

**Issue/Action Requested:**

Request that the Board of Commissioners approve the request for \$30,000 in additional funding for Brunswick Family Assistance (BFA) to support their COVID-19 response.

**Background/Purpose of Request:**

Please see attached email. This request was received by the County on March 31st. The email contains a forward to the County Manager, Mr. Woodruff in support of the request.

Transcript of the email from BFA is as follows:

Hi David,

I hope this email finds you well (and not too over worked). **The purpose of this email is to formally request financial support in the amount of \$30,000 to help BFA with food cost during the COVID-19 pandemic.**

The reason for this request is that BFA is seeing an increase in need for food from our pantries on a daily basis. We are also finding that our typical 30 day visitation regulation is not enough. Our Executive Committee voted today to increase the number of allowed visits to 2/month during this critical time. Our clients are running out of food before the end of the month and we want to ensure that NO ONE in this county goes hungry.

Our typical food cost runs about \$10,000/month. This would basically double our monthly cost to \$20,000 by allowing families to visit twice a month (not including the increase in demand for the number of families seeking food assistance).

As we foresee that this could stretch out through April-May, this request for \$30,000 would help with the increased food cost for two months. We are hopeful that the County will hear our plea and be amenable to helping us support those who are food insecure in our County.

We are so very grateful for all that you are doing to support everyone in Brunswick County during this time. We know how hard you are working and truly appreciate your efforts.

Thank you for your time and consideration.

-Stephanie

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment transfers \$30,000 Commissioner's Contingency to Social Services.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the request for \$30,000 in additional funding for Brunswick Family Assistance (BFA) to support their COVID-19 response.

**ATTACHMENTS:**

Description

- ▣ BFA Funding Request Email
- ▣ 20200406 Budget Amendment DSS BFA Additional Funding.pdf
- ▣ 20200406 Budget Amendment BFA Additional Funding.pdf



## James Murray

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**From:** David Stanley  
**Sent:** Tuesday, March 31, 2020 7:00 PM  
**To:** Randell Woodruff; Julie Miller; Edward Conrow  
**Cc:** Scott Garner; James Murray  
**Subject:** FW: Request for Food Support From BFA

Randell,

Given the circumstances, and the fact that we have historically been a strong supporter of BFA to assist during emergency events, to provide assistance to our citizens, I am supportive of the request.

Thanks,

David Stanley

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**From:** Stephanie Bowen <stephaniebowen.bfa@gmail.com>  
**Sent:** Tuesday, March 31, 2020 5:33 PM  
**To:** David Stanley <David.Stanley@brunswickcountync.gov>  
**Cc:** sgbrandon@brunswickfarm.com; Dies House <dieshouse@gmail.com>  
**Subject:** Request for Food Support From BFA

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

Hi David,

I hope this email finds you well (and not too over worked). **The purpose of this email is to formally request financial support in the amount of \$30,000 to help BFA with food cost during the COVID-19 pandemic.**

The reason for this request is that BFA is seeing an increase in need for food from our pantries on a daily basis. We are also finding that our typical 30 day visitation regulation is not enough. Our Executive Committee voted today to increase the number of allowed visits to 2/month during this critical time. Our clients are running out of food before the end of the month and we want to ensure that NO ONE in this county goes hungry.

Our typical food cost runs about \$10,000/month. This would basically double our monthly cost to \$20,000 by allowing families to visit twice a month (not including the increase in demand for the number of families seeking food assistance). **As we foresee that this could stretch out through April-May, this request for \$30,000 would help with the increased food cost for two months.**

We are hopeful that the County will hear our plea and be amenable to helping us support those who are food insecure in our County.

We are so very grateful for all that you are doing to support everyone in Brunswick County during this time. We know how hard you are working and truly appreciate your efforts.

Thank you for your time and consideration.

-Stephanie

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Stephanie Bowen  
Executive Director  
Brunswick Family Assistance  
(910) 754-4766 ext. 101

Request Info	
Type	Budget Amendment
Description	DSS BFA Additional Funding
Justification	Board Meeting 04/06/2020-Transfer \$30,000 of Commissioner's Contingency to Social Services Contracted Services Brunswick Family Assistance to help with additional food cost during this COVID-19 pandemic.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
149800	398110	Interfund Trans Social Service	Trans Frm General Fund	30000	Increase	Credit
145310	439913	DSS-Administration	Con. Svcs-Bruns Family Assista	30000	Increase	Debit

Total	
Grand Total:	60000

Request Info	
Type	Budget Amendment
Description	BFA Additional Funding
Justification	Board Meeting 04/06/2020-Transfer \$30,000 of Commissioner's Contingency to Social Services Contracted Services Brunswick Family Assistance to help with additional food cost during this COVID-19 pandemic.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499100	Contingency	Contingency	-30000	Decrease	Credit
109800	498014	Interfund Trans General Fund	Trans To Social Services	30000	Increase	Debit

Total	
Grand Total:	0