

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

**July 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 - Brunswick County Schools Contracts with GeoSurfaces for Replacement Lights and FBI Construction for WBHS Fieldhouse  
Request that the Board of Commissioners approve and authorize the Chairman to sign the GeoSurfaces Southeast, Inc. contracts for stadium athletic lighting replacement at South Brunswick High School (\$352,250) and West Brunswick High School (\$367,500) and FBI Construction for the West Brunswick High School Fieldhouse (\$3,092,400).
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 - Town of Ocean Isle Beach Board of Adjustments ETA  
Request that the Board of Commissioners consider approving the reappointment of Mrs. Carol Grantham and appointment of Mr. Danny Norwood as extraterritorial area (ETA) representatives to the Town of Ocean Isle Beach Board of Adjustments for a 3-year term as recommended by the Town.
4. Board Appointment - Town of Ocean Isle Beach Planning Board ETA  
Request that the Board of Commissioners consider approving the reappointment of Mr. Frank Williamson and Mr. Ernest Crews as extraterritorial area (ETA) representatives to the Town of Ocean Isle Beach Planning Board for a 3-year term as recommended by the Town.
5. Clerk to the Board - Meeting Minutes  
Request that the Board of Commissioners approve the draft minutes from the June 15, 2020 Regular meeting.
6. County Attorney - Deed of Dedication for Paramounte at Avalon, Ph. 1, Lots 1-18, 58-62, and 100-103  
Consider accepting the Deed of Dedication for water and sewer infrastructure in Paramounte at Avalon, Phase 1, Lots 1-18, 58-62, and 100-103.
7. County Attorney - Deed of Dedication for Paramounte at Avalon Ph 1, Lots 19-57 63-71 and Ph 2 lots 72-99  
Consider accepting the Deed of Dedication for water and sewer infrastructure for Paramounte at Avalon, Phase 1, Lots 19-57 and 63-71 and Phase 2, Lots 72-99.
8. District Attorney - Communities In Schools Agreement  
Request that the Board of Commissioners approve the annual Independent Contractor Agreement with Communities in Schools for Teen Court and other program services in the amount of \$35,000.

9. Engineering - Boiling Spring Lakes Sewer Master Plan - WK Dickson Additional Services

Request that the Board of Commissioners approve additional engineering services with W K Dickson related to the City of Boiling Spring Lakes Sewer Master Plan in the amount of \$33,000.

10. 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.

**-Sheriff's Office Donation Rollover Budget Amendment**

Appropriate \$66,000 of fund balance for rollover of donation made to Sheriff's Office designated for purchases of additional protective gear and supplies.

**-Airport Grant 36237.45.18.3 CARES**

Appropriate \$69,000 of grant funds from NCDOT for 36237.45.18.3 CARES grant for Cape Fear Regional Jetport.

**-FY21 JCPC Funding Budget Amendments**

Appropriate state revenues restricted of \$242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 5/4/20 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration \$7,500, Coastal ART \$44,990, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) \$47,289, Providence Home \$20,441, Teen Court \$59,141, Restitution \$63,125.

**-2016 Bond Referendum Phase 2 Budget Amendment and Capital Project Ordinance**

Appropriate Proceeds from GO Debt of \$41,795,000 and \$5,754,033 of bond premium and transfer the advanced funds to the 2016 Bond Referendum Phase 2 project.

**-Management Information Systems Rollover Budget Amendment**

Appropriate fund balance for rollover of \$49,437 for call center licenses and Sheriff B2B and connectors delayed by COVID-19, \$110,745 for replacement computers not purchased due to availability, \$5,745 training, \$92,000 for continuing animal services and park fiber projects, chamber project.

**-Rollover Budget Amendment of Unexpended Capital Outlay for Sheltering Generators**

Appropriate fund balance for a rollover of \$52,600 to reimburse the schools for the mobile generators rentals at Cedar Grove and Town Creek Middle Schools shelters from July 2020 through October 2020.

11. Governing Body - NACo Voting Delegate

Request that the Board of Commissioners designate Vice-Chairman Thompson as the voting delegate to represent Brunswick County at the 2020 Virtual NACo Annual Business Meeting on July 20, 2020, and designate Chairman Williams as the Alternate.

12. Governing Body - NCACC Voting Delegate

Request that the Board of Commissioners designate Vice-Chairman Thompson as the voting delegate to represent Brunswick County at the NCACC Annual Conference for both the General Business Session and the District Caucus.



13. Health and Human Services - Health Services - Carolina Healthcare Associates, Inc. Service Contract FY 20-21  
Request that the Board of Commissioners approve the FY 20-21 contract between the County and Carolina Healthcare Associates, Inc.
14. Health and Human Services - Health Services - Contract for NC Alliance of Public Health Agencies FY 20-21  
Request that the Board of Commissioners approve and execute the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2020-2021.
15. Health and Human Services - Health Services - New Hope Clinic Contract Renewal for FY 20-21  
Request that the Board of Commissioners approve the FY 2020-2021 contract with New Hope Clinic for services up to \$75,000.
16. Health and Human Services - Health Services - Non-Emergency Medicaid Transportation Contracts for FY 20-21  
Request that the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System, Med Trans, and Ivory's Transportation.
17. Health and Human Services - Health Services - Resolution Exempting Project from Mini-Brooks Act - Infectious Disease Rooms Area - Building A  
Request that the Board of Commissioners approve a resolution exempting the infectious disease room design project from the Mini-Brooks Act.
18. Health and Human Services - Social Services - Annual Energy Outreach Plan  
Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2020-2021.
19. Health and Human Services - Social Services - Non-Profit Contracts FY 20-21  
Request that the Board of Commissioners approve the renewal of contracts between Brunswick County and the non-profit agencies Hope Harbor Home, Inc., Brunswick Family Assistance, Coastal Horizons Center, Inc., Providence Home, and Brunswick Housing Opportunities.
20. Health and Human Services - Social Services - Wortman Law Firm Contract FY 20-21  
Request that the Board of Commissioners approve the FY 20-21 contract for Wortman Law Firm, PLLC.
21. Sheriff's Office - Law Enforcement Interlocal Agreement - Town of Carolina Shores  
Request that the Board of Commissioners approve an Interlocal Agreement between Brunswick County, the Brunswick County Sheriff, and the Town of Carolina Shores.
22. Tax Administration - July 2020 Releases  
Request that the Board of Commissioners approve the July 2020 releases.
23. Human Resources - Policy Revision for Inclement Weather  
Request that the Board of Commissioners adopt a revision to the County Personnel Policy #400 Section 25 Inclement Weather/Non-Emergency Closure and State of Emergency.

## **VI. Public Hearing**

1. Public Hearing - Economic Development Incentive for Pacon Manufacturing

Corporation

Request that the Board of Commissioners conduct a Public Hearing to receive public comments regarding a proposed economic development incentive for Pacon Manufacturing Corporation.

## **VII. Administrative Report**

1. Brunswick Business & Industry Development - Pacon Manufacturing Performance Agreement, Rural Development Building Reuse Grant and Local Agreements (Bill Early, Executive Director)

Request that the Board of Commissioners approve the One NC Grant Performance Agreement, NC Department of Commerce Rural Development Building Reuse Grant Agreement, Local Incentive Agreement, Amended and Restated Rural Economic Development Loan Agreement, and budget amendment for local matching funds associated with Pacon Manufacturing Corporation.

2. Emergency Services - Coastline Rescue Franchise Application

Request that the Board of Commissioners consider the franchise application submitted by Coastline Rescue Squad

## **VIII. Board Appointments**

1. Governing Body - Annual Board Appointments

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

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

### **X. Closed Session**

1. Closed Session

Request that the Board of Commissioners hold a Closed Session pursuant to G.S. 143-318.11(a)(1) and (3) to approve Closed Session minutes and to consult with its attorney.

### **XI. Adjournment**



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

**From:**  
Julie A. Miller

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

Administration - Brunswick County Schools Contracts with GeoSurfaces for Replacement Lights and FBI Construction for WBHS Fieldhouse

**Issue/Action Requested:**

Request that the Board of Commissioners approve and authorize the Chairman to sign the GeoSurfaces Southeast, Inc. contracts for stadium athletic lighting replacement at South Brunswick High School (\$352,250) and West Brunswick High School (\$367,500) and FBI Construction for the West Brunswick High School Fieldhouse (\$3,092,400).

**Background/Purpose of Request:**

Brunswick County Board of Education approved these contracts on 6/23/2020 and staff recommends the contracts with GeoSurfaces Southeast, Inc in the amount of \$352,250 and \$367,500, and FBI Construction in the amount of \$3,092,400 be executed by the Board of Commissioners. The contracts are fully funded by bond proceeds.

**Fiscal Impact:**

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Funding available with GO Bond Proceeds

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve and authorize the Chairman to sign the GeoSurfaces Southeast, Inc. contracts for stadium athletic lighting replacement at South Brunswick High School (\$352,250) and West Brunswick High School (\$367,500) and FBI Construction for the West Brunswick High School Fieldhouse (\$3,092,400).

**ATTACHMENTS:**

Description

- ☐ 20200706 Attach GeoSurfaces Southeast, Inc. SBHS Football Field Lighting Contract
- ☐ 20200706 Attach GeoSurfaces Southeast, Inc. WBHS Football Field Lighting Contract
- ☐ 20200706 Attach FBI Construction Board Approval
- ☐ 2020706 Attach FBI Construction Contract



# BRUNSWICK COUNTY SCHOOLS

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

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

**Date:** June 23, 2020  
**To:** Sue Rutledge, Executive Director of Operations  
**From:** Cherie Suther, Capital Projects  
**Subject:** Award contract to FBI Construction for the West Brunswick High School Fieldhouse

## BACKGROUND

The 2016 school improvement bonds program included a new fieldhouse at West Brunswick High School (WBHS). Bids for the fieldhouse have been received.

## CURRENT STATUS

Six bids were received. Boomerang Design, the project architect, evaluated all bids. FBI Construction was the lowest responsive responsible bidder, with a total bid of \$3,092,400. The bid tab is attached. This project is partially funded from bond 1 athletic contingency (\$832,786.99) and the balance from bond 2 WBHS Fieldhouse and WBHS wrestling practice area. The WBHS wrestling practice area was completed with bond 1 money.

## RECOMMENDATIONS

Staff recommends that the Board approve the contract for FBI Construction to be forwarded to the County for approval. This will allow the construction of the Fieldhouse to begin in July.



Action of the Board of Education

Approved: ☒  
Consent Agenda: ☐  
Denied: ☐  
Deferred: ☐  
Until: \_\_\_\_\_

Attest: Clerk to the Board

Jori Bullard  
Signature





# BRUNSWICK COUNTY SCHOOLS

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

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

**Date:** June 23, 2020

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

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

**Subject:** Approval of Contract with GeoSurfaces Southeast, Inc. for \$367,500.  
West Brunswick High School Football Field Lighting

## BACKGROUND

Phase 2 of the 2016 school improvement bonds program included West Brunswick High School (WBHS) stadium athletic lighting replacement. Old lighting did not meet NCHSAA standards. New lighting is energy efficient LED and meets all NCHSAA standards.

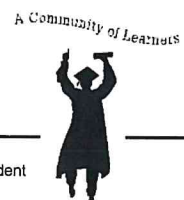
GeoSurfaces Southeast and Musco Lighting submitted proposals through NC state approved purchasing alliances. Work includes new LED lighting, new poles, conductors, controls, permitting, and installation labor.

## CURRENT STATUS

GeoSurfaces proposal is \$367,500 and Musco Lightings proposal is \$499,000. GeoSurfaces lighting has been installed at numerous locations across the State through their distributor Torrence Sports Lighting, Inc. References have been verified by staff.

## RECOMMENDATION

Staff recommends that the Board of Education (BOE) approve forwarding the contract in the amount of \$367,500 for GeoSurfaces Southeast, Inc. to the county for review and approval.



Action of the Board of Education

Approved: ☒   
Consent Agenda: ☐   
Denied: ☐   
Deferred: ☐   
Until: \_\_\_\_\_

Attest: Clerk to the Board

Jori Bullard   
Signature



## **OWNER-CONTRACTOR AGREEMENT**

THIS AGREEMENT is made this 8<sup>th</sup> day of June, 2020 by and between the County of Brunswick, North Carolina (herein referred to as the "Owner"), whose mailing address is P.O. Box 249, Bolivia, NC 28422 and GeoSurfaces SouthEast, Inc. (herein referred to as the "Contractor"), whose mailing address is 1131 Broadway Street, Dayton, TN 37321. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

### **WITNESSETH:**

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with LED lighting for the football fields at West Brunswick High School; and

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

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

1. **Scope of Services.** The Contractor shall perform the Work in accordance with the terms of this Agreement, any plans and specifications prepared for this Project, and the description of services attached to this Agreement as Exhibit A, all of which are incorporated into and made a part of this Agreement. The Contractor agrees that any general terms and conditions that are attached to Exhibit A that are inconsistent with this Agreement shall not be applicable to this Agreement, and any such provisions shall be deemed null and void.
  - a. The Contractor shall provide and pay for all materials, tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement.
  - b. The Contractor shall perform the Work in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
  - c. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Agreement documents.



- d. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
  - e. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict Contractor to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to Contractor the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
  - f. The Contractor shall designate a foreman/superintendent who shall direct the work.
  - g. If at any time during the construction and completion of the work covered by this Agreement, the conduct of any workman be adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such parties removed immediately from the Owner's property.
  - h. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner.
  - i. Temporary electricity and water shall be arranged by the Contractor at the Contractor's expense.
2. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor the amount of three hundred sixty-seven thousand, five hundred dollars (\$367,500) which is herein referred to as the Contract Sum. No compensation shall be paid for any additional work that is not approved in advance by the Owner. One (1) progress payment, if any, may be made by the Owner to the Contractor only after certification that the Work is complete and will be based upon the completion of the identified interim work agreed to by the Owner. Under no circumstances will the Owner make more than one interim payment. The Owner will retain five percent (5%)

of the amount of any progress payment and/or the Contract Sum until all of the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. Final payment will be withheld until the Contractor's North Carolina sales and use tax report is received. The report shall accurately list any and all sales and use tax paid on materials for the entire Project.

3. Non-appropriation. If the Board of County Commissioners does not appropriate the funding needed by the Owner to make payments under this Agreement for a given fiscal year, the Owner will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Owner will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Owner which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
4. Time. The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed, the date of this Agreement, or such other date as may be established by the Owner. Time is of the essence. The Contractor shall perform work in a timely manner.
5. Codes, Permits and Inspections.
  - a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the architect or engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
  - b. All work under this Agreement shall conform to the North Carolina State Building Codes and other local, state and national codes as are applicable.
6. Safety Requirements.
  - a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner, architect or engineer. Contractor shall be responsible for any damage to the Owner's property or that of **others** on the job, whether caused by Contractor, its personnel or its subcontractors, and shall make good such damages. Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.
  - b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 Construction and Part 1910 General Industry).

- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

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

If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the Date of Substantial Completion, the one (1) year warranty shall begin on the date of Final Completion of the Work.

8. Contractor-Subcontractor Relationships. The Contractor agrees that the terms of these Agreement documents shall apply equally to any subcontractor as to the Contractor, and that any subcontractor is bound by those terms as an agent of the Contractor.
9. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors, or caused solely by the maintenance, presence, use, location or removal of any equipment or other property owned or operated by

the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. The Owner shall not be responsible for any damage to the Contractor's property, business, agents or employees, unless said damage is due solely to the negligence of Owner.

10. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers compensation liability insurance in which the policy shall protect the Owner and the Contractor from claims in an amount not less than the statutory amount. The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated A or better by Best Insurance Guide.
11. Termination for Convenience. The Owner may terminate this Agreement at any time in its complete discretion upon twenty (20) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Owner and become its property. If the Agreement is terminated by the Owner in accordance with this section, the Owner shall only be responsible for paying Contractor for all Work performed and accepted and all materials delivered to the site as of the date of termination.
12. Termination by the Owner for Cause. The Owner may terminate the Agreement upon five (5) days written notice if the Owner is dissatisfied with the quality or timeliness of the Work performed. If the Owner becomes dissatisfied with the Work, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor five (5) days' written notice, terminate employment of the Contractor and may:

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

a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the school system exercises this right to conduct additional criminal records checks, Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

14. Governing Law. This Agreement and the relationship of the parties shall be governed by applicable federal laws and the laws of the state of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
15. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
16. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
17. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain

in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

18. Restricted Companies List. Contractor represents that as of the date of this Agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
19. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.
20. Applicable School Board of Education Policies. Contractor acknowledges that the Brunswick County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Contractor acknowledges that Board’s policies are available on the School System’s website.
21. Non-Discrimination. Agency agrees, as part of the consideration for the granting of funds by Owner, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in

part by the Owner, and Agency may be declared ineligible for further Owner agreements.

22. Dispute Resolution. Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
23. Governmental Immunity. Owner, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
24. Debarment. Agency hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Agency must notify the Owner within thirty (30) days if debarred by any governmental entity during this Agreement.
25. Exhibits.  
  
Exhibit A: Scope of Services  
Exhibit B: Sexual Registry Check Certification Form
26. Signatures. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S. § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S. § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.



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

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**By:** \_\_\_\_\_ (Seal)  
Frank Williams, Chairperson

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

**GEOSURFACES SOUTHEAST, INC.**

**By:** \_\_\_\_\_ (Seal)  
Charles C. Dawson, CEO

**Attest:** \_\_\_\_\_ (Seal)  
Corporate Secretary

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

6/17/00

(Date) Freyja Cahill  
Freyja Cahill, Chief Finance Officer

**Account Code: 4.9038.696.532.348.523.00 - \$375,000.00**

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

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



APPROVED AS TO FORM

\_\_\_\_\_  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

## **EXHIBIT A – WEST BRUNSWICK HIGH SCHOOL**

GeoSurfaces Southeast, Inc. will provide all materials & equipment to install a sports lighting system to meet and exceed North Carolina High School Athletic Association lighting standards for 50 foot-candles light level performance at West Brunswick High School Football Field. The photometric designs including pole placement criteria are included with this proposal.

### **West Brunswick High School Football:**

The Proposal includes four 70' Mounting Height and 80' Overall Length full length direct burial steel poles with 65 GeoSport Elite 1000w LED Fixtures Visored, pre-wired, pre-aimed with wiring harnesses, remote fuse distribution with disconnects on each pole. Sports Lighting Poles are rated for 150 MPH and Stamped Pole Foundation drawings are included.

Proposal includes 25-year maintenance free warranty.

Installation includes the unloading and full assembly and erection of four new steel poles with steel cross arms and LED fixtures. 200 AMP 277/480V 3 PH MB service panel. We have included wireless remote control lighting included lighting contactor cabinet including 25 years for service for 24/7 support for wireless controls. Directional Boring around the outside of the football field and installation of Schedule 40 PVC with copper wire to each pole, Demolition and disposal of poles included. Any existing poles that are currently inside of a concrete pad the hole will be filled back to grade. The concrete pads to remain. Sports Lighting system is UL Listed and DLC Listed. Sales Tax on Material is Included. We have included one additional fixture on the backside of Pole F4 that is to shine into the Booster Club Gathering Area. . Brunswick County Schools to provide us a Soil Boring Log Geo Tech Report so we can provide NC Stamped Pole Foundations.

**TOTAL COST for the football field including all labor, equipment & materials.....\$367,500.00**

## Exhibit B

### Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- ☒ Initial
- ☐ Supplemental
- ☐ Annual

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

#### Contractual Personnel Names

1. Dustin Boudreau
2. Bill Smith
3. Rollie Madison
4. Mike Torrence
5. \_\_\_\_\_

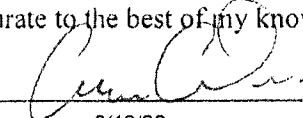
(attach additional page(s) if needed)

#### Job Title

- GeoSurfaces Project Manager
- President
- Manufacturer's Inspector
- Superintendent
- \_\_\_\_\_

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

Charles C. Dawson (print name)  
CEO (title)

 (signature)  
3/19/20 (date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/12/2020

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

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

PRODUCER  
Aon Risk Services South, Inc.  
Atlanta GA Office  
3550 Lenox Road NE  
Suite 1700  
Atlanta GA 30326 USA

CONTACT NAME:  
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: HDI Global Insurance Company

41343

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
GeoSurfaces Southeast, Inc.  
7080 St. Gabriel Avenue  
St. Gabriel LA 70776 USA

## COVERAGES

CERTIFICATE NUMBER: 570080886082

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLD1235507	01/01/2020	01/01/2021	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			CUXD5596701	01/01/2020	01/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

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

## CERTIFICATE HOLDER

County of Brunswick, NC  
and Brunswick Board of Education  
35 Referendum Dr.  
Bolivia NC 28422 USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc*

Holder Identifier :

Certificate No : 570080886082

# Sports Lighting 2020

School	Contractor			
Location	Musco	TSL		Difference Musco/TSL
SBHS Tennis	\$ 225,000.00	\$ 221,800.00		\$ 3,200.00
SBHS Football Field	\$ 479,000.00	\$ 360,250.00		\$ 118,750.00
NBHS Football Field	\$ 539,000.00	\$ 382,000.00		\$ 157,000.00
WBHS Football Field	\$ 499,000.00	\$ 375,500.00		\$ 23,500.00
Total :	\$ 1,742,000.00	\$ 1,339,550.00		\$ 402,450.00
V/E Deducts :	\$ (107,300.00)		After V/E Deducts:	\$ 295,150.00
	\$ 1,634,700.00			

## Deduct Musco V/E Items

Cut lights for drives, walkways, ticket booth, concession, etc... \$ (59,000.00)

Demo Concrete Bases \$ (42,000.00)

Misc. Circuits \$ (6,300.00)

Total Deduct : \$ (107,300.00)

## Quote

Date: Nov 19, 2019  
To: Dave Barbour  
Brunswick County Schools

Project: West Brunswick High School Football  
Shalotte, North Carolina  
Ref: 160680

Sourcewell  
Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

### Quotation Price –

Total.....\$499,000

#### Guaranteed Lighting Performance

- Guaranteed light levels
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

#### System Description

- Precast concrete bases
- Galvanized steel poles
- Factory wired pole-top luminaire assemblies
- Pre-cast concrete bases for poles T1, T2, F3 and F4
- Factory aimed and assembled luminaires, including BallTracker™ luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for pole-top luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

#### Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link® Control and Monitoring system to provide remote on/off control and performance monitoring with 24/7 customer support for 25 years
- 25 years of labor and materials costs



## Quote

Quote is based on:

JOB LOCATION: WEST BRUNSWICK HIGH SCHOOL

SHALLOTTE, NC

JOB DESCRIPTION: REPLACING EXISTING LIGHTING AND ELECTRICAL SYSTEM FOR FOOTBALL

- DEMO OF 4 SQUARE SLABS 6" BELOW GRADE FROM OLD FOOTBALL TOWERS. REMOVE FROM SITE AND DISPOSE.
- DEMO 4 EXISTING FOOTBALL LIGHTING POLES LOCATED IN SQUARE SLABS AND REMOVE FROM SITE AND DISPOSE.
- INSTALL 4 NEW MUSCO CONCRETE BASES WITH FOUNDATIONS, POLES, AND FIXTURES.
- REMOVE OLD ELECTRICAL PANELS, RACKING SYSTEM AND DISPOSE.
- INSTALL NEW GALVANIZED RACKING SYSTEM. LOCATE AT FENCE
- PROVIDE AND INSTALL NEW ELECTRICAL 480V PANEL FOR FOOTBALL FIELD LIGHTS, CIRCUIT FOR STEPDOWN TRANSFORMER AND SECONDARY 120-240V PANEL.
- INSTALL NEW POLE LIGHTING CIRCUIT TO EACH POLE (TOTAL OF 4). ALL CIRCUITS TO BE INSTALLED AROUND PLAYING FIELD. ALL UNDERGROUND PIPING TO BE DIRECTIONAL BORED. CONDUIT TO BE UL LISTED HDPE WITH COPPER CONDUCTORS.
- PROVIDE ELECTRICAL ENGINEERED SEALED DRAWING FOR OUR SCOPE OF WORK.
- PROVIDE FINAL RED LINE DRAWING UPON COMPLETION OF PROJECT.
- OBTAIN ELECTRICAL PERMITS FROM THE TOWN OF SHALLOTTE AND BRUNSWICK COUNTY.
- REMOVE ALL TRASH FROM SITE AND DISPOSE.
- QUOTE INCLUDES ALL MATERIALS, LABOR, SALES TAX FOR OUR SCOPE OF WORK.
- LOCATIONS OF ALL ON SITE UTILITIES NOT COVERED BY NC811 WILL BE THE OWNERS RESPONSIBILITY FOR LOCATING.

Thank you for the opportunity to provide this information.

Dina Neeley



North Carolina Field Lighting Consultant

Phone: 336.414.1030

E-mail: [dina.neeley@musco.com](mailto:dina.neeley@musco.com)





SIGN UP ALL CONTRACTS ALL VENDORS 

HOME CONTRACTS MEMBERSHIP VENDORS SOLICITATIONS ELECTRIC POWER ABOUT US



EMAIL PO & VENDOR QUOTE TO: [TIPSP0@TIPS-USA.COM](mailto:TIPSP0@TIPS-USA.COM)  
 PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT  
 NUMBER  
 ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER  
 ATTACHMENT

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



VENDOR **GeoSurfaces Inc (Southeast and Northeast)**

7080 St Gabriel Avenue Ste A St Gabriel LA,70776

WEBSITE [www.geosurfaces.com](http://www.geosurfaces.com)

SERVICE/PRODUCTS DESCRIPTION **GeoSurfaces is a professional engineering firm specializing in development, design, construction and installation of natural and artificial sports surfaces, running tracks, and courts. Through the GeoSurfaces General Services TIPS Contract, we can provide: sports lighting(Geo-Sport Lighting), bleachers, press box systems and much more.**

CONTRACT: **170205 Synthetic or Natural Sports Fields, Courts or Tracks (JOC)**  
 Mar-23-2017 to Apr-26-2020 EDGAR COMPLIANCE: (Contact TIPS for Verification)

CONTRACT: **170201 Trades, Labor and Materials (JOC)**  
 Mar-23-2017 to Apr-26-2020 EDGAR COMPLIANCE: (Contact TIPS for Verification)

CONTRACT: **18120601 Sports Facility Lighting 2 Part**  
 Feb-18-2019 to Feb-28-2022 EDGAR COMPLIANCE: (Contact TIPS for Verification)

CONTRACT: **18120602 Sports Facility Lighting 2 Part JOC**  
 Feb-18-2019 to Feb-28-2022 EDGAR COMPLIANCE: (Contact TIPS for Verification)

**The Interlocal Purchasing System (TIPS)**  
**A Department of Education Service Center, Region 8 - (a Texas governmental entity)**  
**4845 US Highway North, Pittsburg, Texas 75686**

**Permanent Assignment of TIPS Contract(s)**  
**This is a Tri-Party Assignment Agreement.**

The intent of this form (the "Agreement" or the "Assignment") is for a TIPS contracted vendor ("Assignor") to permanently assign all rights and obligations described under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor named herein. The Assignor retains no rights under the assigned contract(s). This contractual assignment of rights and obligations is exclusive and not rescindable by the Assignor.

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties to this assignment at the addresses provided in the signature block herein.

TIPS Contract(s) name and number: Sports Facility Lighting 2 Part - 18120601

Sports Facility Lighting 2 Part (JOC) - 18120602

Assignor (original TIPS contract holder): GeoSport Lighting Systems LLC

Assignee (company assigned contract): GeoSurfaces ~~LLC~~ Inc. (Southeast and Northeast)

Effective Date of Assignment(s): 1/22/2020

The Assignor permanently assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee ("Assignee") as described herein until Assignor's TIPS contract(s) expires by its terms or this Assignment Agreement is terminated as provided therein or herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract(s) and must comply with all applicable federal, state and local law, regulations and rules. The Assignor's TIPS Agreement, the incorporated TIPS Request for Proposal and the Assignor's response to the TIPS Request for Proposal are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit "A," shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" and is up to 2% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is up to 2% of the total price of any sale under the assigned TIPS contract(s).

If applicable, payment and performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of proper and agreed compensation by the Assignee in relation to this assignment.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignor over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or invalidate any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts both verbal and written, between the Assignor and the Assignee have been superseded by this Agreement.

There are no third-party beneficiaries to this Agreement.

Notwithstanding the assignment of rights and obligations contained within the terms of this Agreement, no assignment or transfer of any rights or obligations under the documents identified as Exhibit "A" or under this Agreement shall be made without prior notification of and written permission of TIPS.

The parties intend this statement of this Agreement including Exhibit "A" to constitute the complete, exclusive, and fully integrated statement of the Agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

**The Interlocal Purchasing System (TIPS)**

Printed Name of Authorized Signatory: Meredith Barton

Signature: Meredith Barton

Title: Vice-President of Operations

Address: 4845 US Highway 271 North

City, State Pittsburg, TX

Zip: 75686 Date: 1/22/2020

Name of Assignor Company: GeoSport Lighting Systems LLC

Printed Name of Authorized Signatory: Charles Dawson

Signature: Charles Dawson

Title: CEO

Address: 7080 St. Gabriel Ave, Suite B

City, State Gabriel, LA

Zip: 70776 Date: 1/22/2020

Name of Assignee Company: GeoSurfaces LLC

Printed Name of Authorized Signatory: Charles Dawson

Signature: Charles Dawson

Title: CEO

Address: 6326 Highland Rd

City, State Baton Rouge, LA

Zip: 70808 Date: 1/22/2020

**EXHIBIT "A" DESCRIBED HEREIN IS ATTACHED OR HYPERLINKED BELOW**

Exhibit "A" includes:

1. Assignor's TIPS Vendor Agreement is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
3. Assignor's response to the TIPS Request for Proposal is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Vendor Agreement:

TIPS Request for Competitive Sealed Proposal:

Assignor's Response to the TIPS Request for Competitive Sealed Proposal:

**If all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."**

Assignor's TIPS Vendor Agreement:  
TIPS Contract 18120601:

GeoSport Lighting Systems LLC

[https://www.tips-usa.com/assets/Vendors/pdf/18120601\\_Sports\\_Facility\\_Lighting\\_Contract\\_SportSport\\_Lighting\\_Systems\\_LLC.pdf](https://www.tips-usa.com/assets/Vendors/pdf/18120601_Sports_Facility_Lighting_Contract_SportSport_Lighting_Systems_LLC.pdf)

Assignor's TIPS Vendor Agreement:  
TIPS Contract 18120602 (JOC):

GeoSport Lighting Systems LLC

[https://www.tips-usa.com/assets/Vendors/pdf/18120602\\_Sports\\_Facility\\_Lighting\\_JOC\\_Contract\\_GeoSport\\_Lighting\\_Systems\\_LLC.pdf](https://www.tips-usa.com/assets/Vendors/pdf/18120602_Sports_Facility_Lighting_JOC_Contract_GeoSport_Lighting_Systems_LLC.pdf)

TIPS Request for  
Competitive Sealed Proposal:

RFP 18120601 - Sports Facility Lighting 2 Part

[https://www.tips-usa.com/assets/Commodity/pdf/181206\\_RFP\\_Specifications\\_Part\\_1\\_18120601.pdf](https://www.tips-usa.com/assets/Commodity/pdf/181206_RFP_Specifications_Part_1_18120601.pdf)

TIPS Request for  
Competitive Sealed Proposal:

RCSP 18120602 - Sports Facility Lighting 2 Part (JOC)

[https://www.tips-usa.com/assets/Commodity/pdf/181206\\_RCSP\\_Specifications\\_Part\\_2\\_JOC18120602.pdf](https://www.tips-usa.com/assets/Commodity/pdf/181206_RCSP_Specifications_Part_2_JOC18120602.pdf)



April 28, 2020

TIPS Contract # 18120601

To: Brunswick County Schools  
Mr. Craig Eckert, Director for Capital Projects and Planning  
Ms. Cherie Suther, Fiscal Specialist-Capital Projects  
Mr. David Barbour, Project Manager  
35 Referendum Drive  
Bolivia, North Carolina 28422

**Project Name: Brunswick County Schools Three Football Fields Sports Lighting Proposal for South Brunswick HS Football Field, North Brunswick HS Football Field, and West Brunswick HS Football Field.**

Dear Mr. Eckert:

GeoSurfaces Southeast, Inc. will provide all materials & equipment to install a sports lighting system to meet and exceed North Carolina High School Athletic Association lighting standards for 50 foot-candles light level performance at West Brunswick High School Football Field, South Brunswick High School Football Field, and North Brunswick High School Football Field. The photometric designs including pole placement criteria are included with this proposal.

**South Brunswick High School Football Field :**

The Proposal includes four 70' Mounting Height and 80' Overall Length full length direct burial steel poles with 64 GeoSport Elite 1000w LED Fixtures Visored, pre-wired, pre-aimed with wiring harnesses, remote fuse distribution with disconnects on each pole. Sports Lighting Steel Poles are rated for 150 MPH and Stamped Pole Foundation drawings are included.

Proposal includes 25-year maintenance free warranty.

Installation includes the unloading and full assembly and erection of four new concrete poles with steel cross arms and LED fixtures. 200 AMP 277/480V 3 PH MB service panel. We have included wireless remote control lighting included lighting contactor cabinet including 25 years for service for 24/7 support for wireless controls. Directional Boring around the outside of the football field and installation

### West Brunswick High School Football:

The Proposal includes four 70' Mounting Height and 80' Overall Length full length direct burial steel poles with 65 GeoSport Elite 1000w LED Fixtures Visored, pre-wired, pre-aimed with wiring harnesses, remote fuse distribution with disconnects on each pole. Sports Lighting Poles are rated for 150 MPH and Stamped Pole Foundation drawings are included.

Proposal includes 25-year maintenance free warranty.

Installation includes the unloading and full assembly and erection of four new steel poles with steel cross arms and LED fixtures. 200 AMP 277/480V 3 PH MB service panel. We have included wireless remote control lighting included lighting contactor cabinet including 25 years for service for 24/7 support for wireless controls. Directional Boring around the outside of the football field and installation of Schedule 40 PVC with copper wire to each pole, Demolition and disposal of poles included. Any existing poles that are currently inside of a concrete pad the hole will be filled back to grade. The concrete pads to remain. Sports Lighting system is UL Listed and DLC Listed. Sales Tax on Material is Included. We have included one additional fixture on the backside of Pole F4 that is to shine into the Booster Club Gathering Area. Brunswick County Schools to provide us a Soil Boring Log Geo Tech Report so we can provide NC Stamped Pole Foundations.

**TOTAL COST for the football field including all labor, equipment & materials.....\$367,500.00**

**Electrical Drawings/Pole Stamped Drawings: \$4,000.00**

**Remaining Balance.....\$363,500.00**

#### Exclusions:

1. North Carolina Sales Tax on Material Only Included with the Bid proposal.
2. Fields must be ready for installation at time of shipment or other charges will be applied for unloading. Direct Burial Steel Poles will be backfilled with concrete. Price includes electrical permit.
3. Assumes full site access. Excludes re-sodding/seeding, fence removal/replacement and concrete repair.
4. Assume typical soils. Rock, water, bottomless, casings or other abnormalities will require a change order.
5. Stamped foundations designs will be based on owner provided Geotechnical report.
6. 25 year factory warranty included. Owner must provide full access to all pole locations

for bucket truck/lift access.

**Acceptance of Offer to Sell:** This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSurfaces Southeast, Inc. If the Acceptance of Proposal is not received by GeoSurfaces Southeast, Inc. on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal tendered this 28<sup>th</sup> day of April 2020.

Proposal expires the 28<sup>th</sup> day of May 2020.

For: **GeoSurfaces Southeast, Inc.**

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

### **ACCEPTANCE OF PROPOSAL**

By your signature below and the return of an originally executed Acceptance of Proposal within the time specified for acceptance of GeoSurfaces Southeast, Inc. offer to sell, you accept the terms and conditions contained in the Proposal and attached designs.

PURCHASER:

\_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title)

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

Federal Tax ID





# 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:** June 23, 2020  
**To:** Sue Rutledge, Executive Director of Operations  
**From:** Cherie Suther, Capital Projects  
**Subject:** Award contract to FBI Construction for the West Brunswick High School Fieldhouse

## BACKGROUND

The 2016 school improvement bonds program included a new fieldhouse at West Brunswick High School (WBHS). Bids for the fieldhouse have been received.

## CURRENT STATUS

Six bids were received. Boomerang Design, the project architect, evaluated all bids. FBI Construction was the lowest responsive responsible bidder, with a total bid of \$3,092,400. The bid tab is attached. This project is partially funded from bond 1 athletic contingency (\$832,786.99) and the balance from bond 2 WBHS Fieldhouse and WBHS wrestling practice area. The WBHS wrestling practice area was completed with bond 1 money.

## RECOMMENDATIONS

Staff recommends that the Board approve the contract for FBI Construction to be forwarded to the County for approval. This will allow the construction of the Fieldhouse to begin in July.



Action of the Board of Education

Approved: ☒  
Consent Agenda: ☐  
Denied: ☐  
Deferred: ☐  
Until: \_\_\_\_\_

Attest: Clerk to the Board

Jori Bullard  
Signature



## **OWNER-CONTRACTOR AGREEMENT**

**PROJECT NAME: WBHS ATHLETIC IMPROVEMENTS**

**SCHOOL NAME: WEST BRUNSWICK HIGH SCHOOL**

THIS AGREEMENT, in four (4) copies, made this 11th day of June, Two Thousand and Twenty by and between County of Brunswick, North Carolina (herein referred to as the "Owner"), whose mailing address is 30 Government Center Drive, NE, Bolivia, NC 28422 and FBI Construction, Inc . (herein referred to as the "Contractor"), whose mailing address is 490 E. Allied Dr., Conway, SC 29526. Correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

### **WITNESSETH:**

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the new construction of New Fieldhouse at West Brunswick High School (hereinafter referred to as the "Project" or the "Work"); and

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

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

### **Article 1**

#### **DEFINITIONS**

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

## Article 2

### STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the **WBHS Athletic Improvements** plans addenda, and specifications prepared by Boomerang Design, dated March 5, 2018, for the County of Brunswick North Carolina; and include the following addenda:

Addendum 1 Dated 2/28/20

Addendum 2 With Attachments Dated 3/6/20

Addendum 3 With Attachments Dated 3/18/20

Addendum 4 With Attachments Dated 3/25/20

Addendum 5 Dated 3/25/20

Addendum 6 With Attachments Dated 5/6/20

- 2.2 The Parties agree that the Project cost includes the following alternate additions at the cost indicated:

Alt. No. 1- Owner's preferred Hardware Package	\$0
Alt. No. 2-Owner's Preferred Controls Manufacturer	\$25,400
Alt. No. 4- Owner's preferred Video Surveillance System	\$0
Alt. No. 5 Owner's preferred Fire Alarm Cellular Communicator As Starlink	\$0

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

#### GENERAL CONDITIONS

Document Section V General Conditions, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplemental Conditions. The General Conditions and the Supplemental Conditions are applicable to all of the Work under this contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

#### SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplemental Conditions, the Supplemental Conditions shall control.

**ADD THE FOLLOWING TO 1.3.1:**

1.3.1.1 The Contractor will be furnished with five set drawings and specifications for free.

**MODIFY 1.2.2**

**1.2.2** The Owner-Contractor Agreement and any amendments or modifications shall be signed in not less than three (3) copies by the Owner and Contractor, and each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Owner-Contractor Agreement and any amendments or modifications may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart

**ADD THE FOLLOWING TO ARTICLE 2.1:**

Design Consultant: Boomerang Design, 6131 Falls of Neuse Rd., Suite 204, Raleigh, NC 27615

**MODIFY ARTICLES:**

**2.2.2** Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by or on behalf of the Design Consultant be discovered, the Design Consultant will prepare such amendments or supplementary documents and provide consultation as may be required all at no additional cost to Owner or Contractor

**4.20.1** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any intellectual property rights arising out of the Work and shall save the Owner harmless from loss on account thereof.

**4.24.9** Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify Owner within thirty (30) days if debarred by any government entity during this Agreement. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its Subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

**ADD THE FOLLOWING TO THE END OF ARTICLE 7.1.1**

The Contractor and Owner agree that Brunswick County, North Carolina shall be the proper venue for any litigation arising out of this Agreement.

**ADD THE FOLLOWING TO ARTICLE 8.2:**

8.2.4 The schedule below contains certain specific dates in addition to date of Notice to Proceed and Time for Completion. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions and Supplemental Conditions under Paragraph 8.3 DELAYS AND EXTENSIONS OF TIME.

Return of Owner Contractor Agreement by Contractor - 6/13/20

Notice to Proceed - 7/8/2020

Substantial Completion – 7/27/2021

Final Completion – 9/27/2021

8.2.4.1 The Owner reserves the right to withhold the issuance of Notice to Proceed by up to forty-five (45) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The Contractor shall not be entitled to additional compensation if the Owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

**ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH IN 8.3.4.2.3:**

The Parties agree that the weather station applicable to this Project shall be the one located at ILM Wilmington, NC .

**ADD THE FOLLOWING TO PARAGRAPH 8.5.1:**

8.5.1.1 Substantial Completion Liquidated Damages shall be the sum of One thousand dollars (\$1000.00) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.5.1 of the General Conditions.

8.5.1.2 Final Completion Liquidated Damages shall be the sum of One thousand dollars (\$1000) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.5.1 of the General Conditions.

**ARTICLE 9.3 APPLICATIONS FOR PAYMENT**

Modify 9.3.2

Change 10% to 5%

**ARTICLE 9.6 PAYMENTS**

**MODIFY 9.6.1.2**

.2 Third party claims filed, whether in court or otherwise, or reasonable evidence indicating probable filing of such claims,

**MODIFY 11.1.4.2.1**

- .1 A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:  
Limits of Insurance  
\$2,000,000 General Aggregate (except Products – Completed Operations) Limit  
\$2,000,000 Products – Completed Operations Aggregate Limit  
\$1,000,000 Personal and Advertising Injury Limit  
\$1,000,000 Each Occurrence Limit  
\$ 5,000 Medical Expense

#### **14.3. DEFAULT TERMINATION ADD 14.3.1.8**

If the Contractor becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against it, or has a receiver or trustee appointed for substantially all of its assets, or if Contractor allows any final judgment to stand against it unsatisfied for a period of 2 weeks.

#### **ADD 15.1.3**

**15.1.3** Owner and Contractor both agree that neither may initiate binding arbitration.

#### **ADD THE FOLLOWING NEW PARAGRAPH 15.6:**

15.6 The Brunswick County Board of Education's Dispute Resolution Policy required by N.C.G.S. § 143-128(f1) is contained in Policy 9120 ([www.bcswan.net](http://www.bcswan.net)). The Dispute Resolution Policy is also included in the bid and Contract documents.

#### **END OF SECTION 2.3**

2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

Allowance 2.1 Unsatisfactory Soils and replacement sand	\$ 8,988
Allowance 2.2 Unsatisfactory Soils and replacement #57 washed stone	\$ 27,820
Allowance 2.3 Provide and install geotextile fabric	\$ 5,350
Allowance 4.1 Brick Allowance	\$ 20,900
Allowance 5.1 BDA Allowance	\$ 25,000
Allowance 6.1 Contingency Allowance	\$100,000
Allowance 7.1 Provide and install ceiling access panels	\$ 4,375

2.5 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

2.6 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

### Article 3

#### DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) shall be Boomerang Design whose address is 6131 Falls of Neuse Rd., Suite 204, Raleigh, NC 27609, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

### Article 4

#### TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before the date established for Final Completion in the Supplemental Conditions.
- 4.3 The Supplemental Conditions contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General and Supplemental Conditions.



## Article 5

### CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of THREE MILLION NINETY-TWO THOUSAND, FOUR HUNDRED DOLLARS (\$3,092,400) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$0.
- 5.3 Unit Prices are established as follows for the Project:

Unit Price No. 1	Unsatisfactory Soils Excavation and Replacement with Clean Sand (Mass)	\$29.96/CY
Unit Price No. 2	Unsatisfactory Soils Excavation and Replacement with #57washed stone (utility trench and footings)	\$69.55/CY
Unit Price No. 3	Provide and install Geotextile Fabric	\$5.35/SY
Unit Price No. 4	Brick Allowance	\$950/1000 BRICKS
Unit Price No. 5	Provide and install ceiling access panels	\$175/ea

## Article 6

### PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions. Payments due and unpaid under the Contract Documents shall not bear interest.

## Article 7

### OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor one **(5)** set of drawings and one **(5)** set of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.
- 7.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act

(N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

\_\_\_\_\_(Seal)

County Manager

ATTEST:

\_\_\_\_\_(Seal)

Clerk to the Board of Commissioners

[Corporate Seal]

\_\_\_\_\_  
This contract was approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**FBI CONSTRUCTION, INC.**

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

(Print Name), President or Vice-President

ATTEST:

\_\_\_\_\_  
Corporate Secretary

[Corporate Seal]

This Instrument Has Been Pre-Audited in the Manner Required by The School Budget and Fiscal Control Act	This Instrument Has Been Pre-Audited In the Manner Required by The Local Government Budget and Fiscal Control Act
Freyja Cahill, Finance Officer Brunswick County Schools	Julie A. Miller, Director Of Fiscal Operations, County of Brunswick, North Carolina

APPROVED AS TO FORM

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

Code: 4.9038.695.529.348.527.00  
4.9038.696.529.348.527.00 -  
4.9038.696.529.348.522.00

PROJECT: West Brunswick High School Athletic Improvements  
COMM NO: 1716 - WBHS  
BID DATE: 5/28/2020  
BID LOCATION: 199 Sessions Drive, Bolivia, NC 28422

B - 8.1  
2:00 p.m.



BID TABULATION SHEET - SINGLE PRIME CONTRACTOR - COMBINED BID

CONTRACTOR	LIC #	BID BOND	Addenda						AFFIDAVITS		BASE BID	ALT 1	ALT 2	ALT 3	ALT 4	ALT 5
			1	2	3	4	5	6	MBE	E-Verify						
FBI Construction, Inc	29825	X	X	X	X	X	X	X	X	X	\$3,067,000	\$0	\$25,400	\$17,625	\$0	\$0
Graka Builders, Inc	19457	X	X	X	X	X	X	X	X	X	\$3,475,000	\$0	\$28,000	\$18,000	\$0	\$0
K&R Building Solutions, LLC	72807	*NC	X	X	X	X	X	X	X	X	\$1,041,280	\$0	\$0	\$0	\$0	*NC
Muter Construction	73095	X	X	X	X	X	X	X	X	X	\$3,580,000	\$2,500	\$25,000	\$5,000	\$3,000	\$2,000
Paragon Building Corporation	32435	X	X	X	X	X	X	X	X	X	\$3,214,706	\$0	\$28,500	\$17,500	\$0	\$300
W.M. Jordan Company	29260	X	X	X	X	X	X	X	X	X	\$3,215,206	\$0	\$22,511	\$24,129	\$0	\$269

Confirmation Bid Tabulation Sheet

- Alternate 1: Owner's preferred Hardware Package.
- Alternate 2: Owner's preferred Controls manufacturer.
- Alternate 3: Polished Concrete floor.
- Alternate 4: Owner's preferred Video Surveillance System.
- Alternate 5: Owner's preferred Fire Alarm Cellular Communicator as Starlink Cell Communicator by NAPCO

Boomerang Design  
BY:

\*NC - Not Completed



June 03, 2020

Mr. Craig Eckert  
Director of Capital Projects & Planning  
Brunswick County Schools  
35 Referendum Drive  
Bolivia, NC 28422

RE: Athletic Improvements for Brunswick County Schools – Bid Package 2 (WBHS)

SUBJECT: Award Recommendation

COMM. NO.: 1716 FILE NO.: C1.0

Dear Craig:

Bids for the Athletic Improvements at West Brunswick High Schools were received on May 28<sup>th</sup>, 2020. While K&R Building Solutions was the low bidder, their bid was not completed to where it could be properly evaluated. FBi Construction, Inc. is the apparent, responsible low bidder when calculating the base bid and all accepted alternates.

Boomerang Design's has completed their due diligence and recommends award to FBi Construction, Inc., for the bid in the amount of \$3,092,400 (Base bid plus accepted alternates 1, 2, 4, and 5) based upon their past performance and successful projects with our office.

Attached, please find a copy of the Certified Bid Tab.

Please contact our office should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen H. Wilt". The signature is fluid and cursive, with the first name "Stephen" and last name "Wilt" being the most prominent parts.

Stephen H. Wilt

Enclosure

PROPOSAL OF

CONTRACTOR

STREET ADDRESS

CITY

STATE

FBi Construction, Inc. License #29825

190 E Allied Drive

Conway St 29524

#Sealed Bid En

To:

NAME OF OWNER

199 Sessions Drive

ADDRESS OF OWNER

Bohling, NC 28422

BID ON

Athletic Improvements for Brunswick

County Schools - Bid #K9 #2

Project No. BD #1714-13HS - May 28th 2020

@ 2:00 PM

**Athletic Improvements for WBHS:**

Brunswick County Schools  
Brunswick County, North Carolina

Bidder: FBI Construction, Inc.

**BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT**

The undersigned Bidder, having carefully examined the Bidding Requirements, Agreement, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda as prepared by Boomerang Design, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled Allowances, necessary to complete the construction of:  
Single-Prime (all trades) Contract

for the above-named project, in accordance with the Contract Documents prepared by Boomerang Design, for the sum of:

Three Million Sixty Seven Thousand Dollars (\$ 3,067,000 )

**BID GUARANTEE**

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

One Hundred Fifty Three Thousand Three Hundred Fifty Dollars  
Dollars (\$ 153,350.00 )

the stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

**SUBCONTRACTS**

Following are subcontractors selected to perform the three major subdivisions of the Work as described in G.S.143-128(a):

	Company Name	License Number
Plumbing Work	<u>Bibby's Plumbing Co.</u>	<u>16265</u>
HVAC Work	<u>JACKSONVILLE HEATING CONTRACTORS</u>	<u>32261</u>
Electrical Work	<u>COASTLINE ELECTRIC</u>	<u>26210-U</u>
Site Work	<u>TRI COUNTY EXCAVATING</u>	<u>74869</u>

The following companies shall execute subcontracts for the portions of the Work indicated:

	Company Name
Masonry Work	<u>FBI CONSTRUCTION</u>
Roofing Work	<u>COLBY ROOFING &amp; SHEET METAL</u>

**TIME OF COMPLETION**

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Architect and shall fully complete all work for the project as a whole within the time indicated in the General Conditions. Applicable liquidated direct damages shall be as stated in the General Conditions.

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned Bidder acknowledges the receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated	<u>02/28/2020</u>	Addendum No. 2, dated	<u>03/06/2020</u>
Addendum No. 3, dated	<u>03/18/2020</u>	Addendum No. 4, dated	<u>03/25/2020</u>
Addendum No. 5, dated	<u>03/25/2020</u>	Addendum No. 6, dated	<u>05/06/2020</u>



**BID SUPPLEMENTS**

Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Form Supplement - Minority Business Participation - Affidavit of Good Faith Effort  
 Bid Form Supplement - Allowances  
 Bid Form Supplement - Alternates  
 Bid Form Supplement - Unit Prices  
 Bid Form Supplement: Bid Security  
 E-Verify Affidavit

**CONTRACTOR'S LICENSE**

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

**SUBMISSION OF BID**

Respectfully submitted this 28 day of May, 2020

Witness:



Attest:



By:

Title: Assistant Secretary

(Corporate Secretary or Assistant Secretary Only)

(Affix Corporate Seal Here)

By: FBI Construction, Inc.

(Name of bidding firm or corporation)

By:



(Signature)  
Kent Gunter

(Type or print name)

Title: Vice President

(Owner/Partner/President/Vice Pres.)

Address: 490 E Allied Drive

Conway, SC 29526

Phone: (843) 234-4324

Fax: (843) 234-4326

License: 29825

Federal ID No.: 57-0734442

**END OF DOCUMENT 00 42 13**

**SECTION 00 43 23 – BID SUPPLEMENT: ALTERNATES****PART I - GENERAL****1.1 BID FORM SUPPLEMENT**

- A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

**1.2 DESCRIPTION**

- A. Each bidder shall show below the amounts proposed to be added to the Base Contract Sum if particular Alternates are accepted by the Owner.
- B. If the Alternate does not affect the Base Contract Bid Sum, the bidder shall write in the space provided "NO CHANGE"
- C. If the Alternate does not affect the Work of his/her contract, the bidder shall write in the space provided "NOT APPLICABLE."
- D. The bidder shall be responsible for determining from the Contract Documents the affects of each Alternate on the Contract Time and/or Contract Sum.
- E. The Owner reserves the right to accept or reject any alternate and to amend the Contract accordingly during the period of the contract.
- F. Acceptance or nonacceptance of any Alternates by the Owner shall have no affect on the Contract Time unless the Schedule of Alternates below provides a formatted space for the adjustment of the Contract Time.

**1.3 SCHEDULE OF ALTERNATES**

- A. Alternate 1: Indicate the amount to add or deduct from the base bid to provide Owner's preferred hardware package as described in Division 01, "Alternates."

ADD ☐ ZERO DOLLARS (\$ 0 )

DEDUCT ☐

- B. Alternate 2: Indicate the amount to add or deduct from the base bid to provide Owner's preferred controls manufacturer as described in Division 01, "Alternates."

ADD ☒ Twenty Five Thousand Four Hundred DOLLARS (\$ 25,400.00 )

DEDUCT ☐

- C. Alternate 3: Indicate amount to add or deduct from the base bid to provide polished concrete floor finish as described in Division 03, Polished Concrete Finishing and where indicated in the drawings.

ADD ☒ Seventeen Thousand Six Hundred Twenty Five DOLLARS (\$ 17,625 )

DEDUCT ☐

- D. Alternate 4: State an alternate price to provide Owner's preferred Video Surveillance System as described in Division 28, Section 28 20 00 - Video Surveillance System.

ADD ☐ ZERO DOLLARS (\$ 0 )

DEDUCT ☐

- E. Alternate 5: State an alternate price to provide Owner's preferred Fire Alarm Cellular Communicator as Starlink Cell Communicator by NAPCO as described on Sheet E004.

ADD ☐ ZERO DOLLARS (\$ 0 )

DEDUCT ☐

**1.4 SUBMISSION OF SUPPLEMENT**

Submitted this 28 day of May, 20 20

By: FBI Construction, Inc.  
(Name of bidding firm or corporation)

By: Kent Gunter  
(Signature)

(Type or print name)

Title: Vice President  
(Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 23



**SECTION 00 43 21 – BID SUPPLEMENT: ALLOWANCES****PART 1 - GENERAL****1.1 BID FORM SUPPLEMENT**

- A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

**1.2 DESCRIPTION**

- A. Each bidder shall show below the cash amounts included in the Contract Sum for use at the direction of the Owner.
- B. The total for quantity allowances shall be the total cost using Document 00 43 22 "Bid Supplement – Unit Prices" and the quantities from Section 01 21 00 "Allowances."
- C. The bidder shall be responsible for determining from the Contract Documents the effects of each Allowance on the Contract Time and/or Contract Sum.
- D. The Owner reserves the right to utilize funds identified under Allowances solely at the Owner's discretion and to amend the Contract accordingly during the period of the contract.

**1.3 SCHEDULE OF ALLOWANCES – (GENERAL CONSTRUCTION CONTRACT)**

- A. Quantity Allowance No. 2.1: Unsatisfactory Soils Excavation and Replacement with clean sand (Mass)  
 Formula: \$29.96 x 300 cubic yards = \$8,988.00  
 (Contractor Unit Cost) (Total Cost to Be Included in Bid)
- B. Quantity Allowance No. 2.2: Unsatisfactory Soils Excavation and Replacement with #57 washed stone (Utility trench and footings)  
 Formula: \$169.55 x 400 cubic yards = \$67,820.00  
 (Contractor Unit Cost) (Total Cost to Be Included in Bid)
- C. Quantity Allowance No. 2.3: Provide and Install Geotextile Fabric  
 Formula: \$5.35 x 1,000 square yards = \$5,350.00  
 (Contractor Unit Cost) (Total Cost to Be Included in Bid)
- D. Quantity Allowance No. 4.1: Brick Allowance  
 Formula: \$22.00 x \$950 per 1,000 bricks = \$20,900.00  
 (Quantity of Brick/1,000) (Total Cost to Be Included in Bid)
- E. Quantity Allowance No. 5.1: BDA Allowance  
 Formula: \$25,000 \$ 25,000.00  
 (Total Cost To Be Included In Bid)
- F. Construction Allowance No. 6.1: Contingency Allowance  
 Formula: \$100,000 \$ 100,000.00  
 (Total Cost to Be Included in Bid)
- G. Quantity Allowance No. 7.1: Provide and install Ceiling Access Panels  
 Formula: \$175.00 x 25 units = \$4,375.00  
 (Contractor Unit Cost) (Total Cost to Be Included in Bid)

**TOTAL ALLOWANCES TO BE INCLUDED IN BID (A+B+C+D+E+F+G) = \$ 238,233.00**

**1.4 SUBMISSION OF SUPPLEMENT**

Submitted this 28 day of May, 2020.

By: FBI Construction, Inc.  
 (Name of bidding firm or corporation)

By: [Signature]  
 (Signature)  
Kent Gunter  
 (Type or print name)

Title: Vice President  
 (Owner/Partner/President/Vice Pres.)

**END OF DOCUMENT 00 43 21**

## SECTION 00 43 22 – BID SUPPLEMENT – UNIT PRICES

## PART 1 - GENERAL

## 1.1 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

## 1.2 DESCRIPTION

- A. Each bidder shall show below the amounts proposed to be added to or deducted from the Base Contract Sum upon adjustment of the quantity given in Unit Price Allowances in Division 01, Section "Allowances" for the actual measurement of individual items of the Work

## 1.3 SCHEDULE OF UNIT PRICES – (GENERAL CONSTRUCTION CONTRACTOR AND COMBINED SINGLE-PRIME CONTRACTOR)

- A. Unit Price No. 2.1: Unsatisfactory Soil Excavation and Replacement with Clean Sand (Mass)

TWENTY NINE DOLLARS AND NINETY SIX CENTS DOLLARS (\$ 29.96 ) per unit.

- B. Unit Price No. 2.2: Unsatisfactory Soil Excavation and Replacement with #57 Washed Stone (Utility trench and footings)

SIXTY NINE DOLLARS AND FIFTY FIVE CENTS DOLLARS (\$ 69.55 ) per unit.

- C. Unit Price No. 2.3: Provide and Install Geotextile Fabric

FIVE DOLLARS AND THIRTY FIVE CENTS DOLLARS (\$ 5.35 ) per unit.

- D. Unit Price No. 7.1: Provide and Install Ceiling Access Panels

One Hundred Fifty DOLLARS (\$ 150.00 ) per unit.

## 1.4 SUBMISSION OF SUPPLEMENT

Submitted this 28 day of May, 2020

By: FBI Construction, Inc.

(Name of bidding firm or corporation)

By: [Signature]

(Signature)

Kent Gunter

(Type or print name)

Title: Vice President

(Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 22



# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Brunswick

(Name of Bidder)

Affidavit of FBI Construction, Inc.

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

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

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

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: 05/28/2020 Name of Authorized Officer: Kent Gunter

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

Title: Vice President



State of SC, County of Horry

Subscribed and sworn to before me this 28th day of May 2020

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

My commission expires 12/09/2029

## Identification of HUB Certified/ Minority Business Participation

I, FBI Construction, Inc. (Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

\*Minority  
Category

\*\*HUB  
Certified  
(Y/N)

COLBY ROOFING & SHEET METAL CO. WELAND N.C. (910) 617-2818	ROOFING	BRS F	Y
STRUCTURAL STEEL OF CAROLINA WINSTON/SALHEM N.C. (336) 725-0521	STEEL FABRICATION	F	Y

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

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 264,173.<sup>00</sup>.

## E-Verify Affidavit

STATE OF NORTH CAROLINA

COUNTY OF Fill In County Name

\*\*\*\*\*

I, Kent Gunter (the individual attesting below), being duly authorized by and on behalf of FBI Construction, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES X, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 28 day of May, 20 20



Signature of Affiant

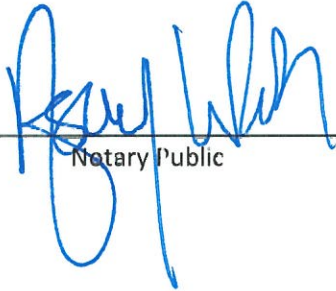
Print or Type Name: Kent Gunter

South Carolina  
State of ~~North Carolina~~ County of Horry

Signed and sworn to (or affirmed) before me, this the 28<sup>th</sup>  
Day of May, 2020

My Commission Expires:

12/09/2029

  
Notary Public

(Affix Official/Notarial Seal)





## SECTION 00 43 13 – FORM OF BID BOND

**State of North Carolina SECTION 304 FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

FBI Construction, Inc.

, as principal, and

Westfield Insurance Company

, as surety, who is duly

licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina through

Brunswick County Schools

, as obligee, in the penal

sum of Five Percent of the Amount Bid.....(5%), DOLLARS, lawful money of the

United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 31st day of March, 2020.

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129. \*Athletic Improvements for West Brunswick High School

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

FBI Construction, Inc.

(SEAL)

By: 

(SEAL)

(SEAL)

Westfield Insurance Company

(SEAL)

By: 

(SEAL)

Duainette H. Cullum, Attorney-in-Fact

OC-7 /Sept. 86



General  
Power  
of Attorney

POWER NO. 3900102 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**WESLEY DASHER, JR., ROBERT J. LAVISKY, ALFRED T. JOHNSON, MARIAN C. NEWMAN, DUAINETTE H. CULLUM, ADRIAN C. BURCHETT, LORI J. KELLY, ANDREW CANTEY, MARCUS STEVENS, JOINTLY OR SEVERALLY**

of **COLUMBIA** and State of **SC** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s) in Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **24th** day of **JANUARY** A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **24th** day of **JANUARY** A.D., 2020, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **31st** day of **March** A.D., **2020**



**Frank A. Carrino, Secretary**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2020

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

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

<b>PRODUCER</b> South Risk Management, LLC 2711 Middleburg Drive Suite 304 Columbia SC 29204		<b>CONTACT NAME:</b> Nicole Sword <b>PHONE (A/C, No, Ext):</b> (803) 733-5284 <b>FAX (A/C, No):</b> (803) 733-5287 <b>E-MAIL ADDRESS:</b> nsword@southrisk.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Middlesex Insurance Company	
		<b>INSURER B:</b> Berkley National Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** CL2062205190

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		A0105154003	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0105154001	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0105154005	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A0105154004	07/01/2020	07/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased and Rented Equipment			MIM1028181	07/01/2020	07/01/2021	Limit \$100,000 Deductible \$1,000

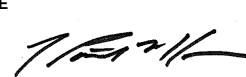
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Shallotte Middle School Locker Room Renovation/Brunswick County School District Contract

The Certificate Holder is Additional Insured with regards to General Liability when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Brunswick County Board of Education 35 Referendum Drive Bolivia NC 28422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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

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

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

Administration - Surplus Property Offers for Upset Bid Process

**Issue/Action Requested:**

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

**Background/Purpose of Request:**

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
156KA005	Holiday Rd, BSL	.38 acre	\$2,500.00	6-27-2006	\$4,650.00	\$ 800.00
156KA006	Holiday Rd, BSL	.38 acre	\$2,500.00	6-27-2006	\$4,650.00	\$ 700.00
142HB00607	Beech Rd, BSL	.37 acre	\$4,400.00	10-11-1985	\$526.28	\$ 1,200.00
229MB020	1574 Hollywood ST, SW	.26 acre	\$18,000.00	2-6-2019	\$3,057.13	\$ 3,200.00

**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 156KA005
- ☐ Bid 156KA006
- ☐ Bid 142HB00607
- ☐ Bid 229MB020

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 156ka005  
**Date:** Saturday, June 20, 2020 3:31:58 PM

---

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

Michael Westmorland  
(910) 938-1887  
chevyhighroller@gmail.com  
949 seven lakes north, West end, Nc, 27376, United States  
Parcel # 156ka005  
Bid Amount: \$800  
Optional Additional Comments:

Thanks

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 156ka006  
**Date:** Saturday, June 20, 2020 3:33:40 PM

---

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

Michael westmorland  
(910) 938-1887  
chevyhighroller@gmail.com  
949 seven lakes north, West end, Nc, 27376, United States  
Parcel # 156ka006  
Bid Amount: \$700  
Optional Additional Comments:

Thanks

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 142hb00607  
**Date:** Saturday, June 20, 2020 3:39:06 PM

---

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

Michael westmorland  
(910) 638-1887  
chevyhighroller@gail.com  
949 seven lakes north, West end, Nc, 27376, United States  
Parcel # 142hb00607  
Bid Amount: \$1200  
Optional Additional Comments:

Thanks

**From:** [Surplus Land Bid](#)  
**To:** [Steve Stone](#)  
**Subject:** Surplus Land Bid: Parcel # 229MB020  
**Date:** Tuesday, June 16, 2020 3:39:34 PM

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Michael westmorland  
(910) 638-1887  
chevyhighroller@gmail.com  
949 seven lakes north, West end, Nc, 27376, United States  
Parcel # 229MB020  
Bid Amount: \$3200  
Optional Additional Comments:

Thanks





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

**From:**  
Andrea White

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

Board Appointment - Town of Ocean Isle Beach Board of Adjustments ETA

**Issue/Action Requested:**

Request that the Board of Commissioners consider approving the reappointment of Mrs. Carol Grantham and appointment of Mr. Danny Norwood as extraterritorial area (ETA) representatives to the Town of Ocean Isle Beach Board of Adjustments for a 3-year term as recommended by the Town.

**Background/Purpose of Request:**

At their June 9, 2020 Board of Commissioners meeting, the Town of Ocean Isle Beach voted to recommend the reappointment of Mrs. Carol Grantham and the appointment of Mr. Danny Norwood as Board of Adjustments members representing the ETA for a 3-year term. The Town has requested that the Board of Commissioners approve these recommendations.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Recommended by the Town of Ocean Isle Beach.

**County Manager's Recommendation:**

Recommend the Board of Commissioners consider approving the reappointment of Mrs. Carol Grantham and appointment of Mr. Danny Norwood as extraterritorial area (ETA) representatives to the Town of Ocean Isle Beach Board of Adjustments for a 3-year term as recommended by the Town.

**ATTACHMENTS:**

Description

- Letter from the Town of Ocean Isle Beach - Board of Adjustments ETA



June 10, 2020

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

**Re: Recommendation for ETA Representatives on the Board of Adjustments**

Dear Ms. White:

The Town of Ocean Isle Beach has two vacancies on the Board of Adjustments for members to serve as representatives for the ETA. At the June 9, 2020 Board of Commissioners meeting, the Board voted to recommend reappointment of Mrs. Carol Grantham and appointment of Mr. Danny Norwood to fill these vacancies. These positions hold a three-year term.

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

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

Sincerely,

TOWN OF OCEAN ISLE BEACH

Casey E. Reeves  
Town Clerk



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

**From:**  
Andrea White

**Action Item # V. - 4.**  
Board Appointment - Town of Ocean Isle Beach Planning Board  
ETA

**Issue/Action Requested:**

Request that the Board of Commissioners consider approving the reappointment of Mr. Frank Williamson and Mr. Ernest Crews as extraterritorial area (ETA) representatives to the Town of Ocean Isle Beach Planning Board for a 3-year term as recommended by the Town.

**Background/Purpose of Request:**

At their June 9, 2020 Board of Commissioners meeting, the Town of Ocean Isle Beach voted to recommend reappointment of Mr. Frank Williamson and Mr. Ernest Crews as Planning Board members representing the ETA for a 3-year term. The Town has requested that the Board of Commissioners approve these reappointments.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Recommended by the Town of Ocean Isle Beach.

**County Manager's Recommendation:**

Recommend the Board of Commissioners consider approving the reappointment of Mr. Frank Williamson and Mr. Ernest Crews as extraterritorial area (ETA) representatives to the Town of Ocean Isle Beach Planning Board for a 3-year term as recommended by the Town.

**ATTACHMENTS:**

Description

- Letter from the Town of Ocean Isle Beach - Planning Board ETA



June 10, 2020

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

**Re: Recommendation for ETA Representatives on the Planning Board**

Dear Ms. White:

The Town of Ocean Isle Beach has two vacancies on the Planning Board for members to serve as representatives for the ETA. At the June 9, 2020 Board of Commissioners meeting, the Board voted to recommend reappointment of Mr. Frank Williamson and Mr. Ernest Crews to fill these vacancies. These positions hold a three-year term.

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

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

Sincerely,

TOWN OF OCEAN ISLE BEACH

Casey E. Reeves  
Town Clerk



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

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

Clerk to the Board - Meeting Minutes

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners approve the draft minutes from the June 15, 2020 Regular meeting.

**Background/Purpose of Request:**

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the draft minutes from the June 15, 2020 Regular meeting.

**ATTACHMENTS:**

Description

- Draft Minutes - 2020-06-15 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
JUNE 15, 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 Kascsak, Public Information Officer  
Neal Galloway, MIS  
Cpt. Lamar Siler, Sheriff's Office  
Lt. Jeff Beck, 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**

Vice-Chairman Thompson gave the Invocation and led the Pledge of Allegiance.

**III. ADJUSTMENTS/APPROVAL OF AGENDA**

Chairman Williams requested to amend the agenda to add an item to consider the schedule of fire fees to the Administrative Report as item VIII – 3.

Vice-Chairman Thompson moved to approve the agenda as amended. The motion was seconded by Commissioner Sykes and passed unanimously.

**IV. PUBLIC COMMENTS**

Chairman Williams announced that no one signed up for public comments.

## V. APPROVAL OF CONSENT AGENDA

Vice-Chairman Thompson moved to approve the Consent Agenda. The motion was seconded by Commissioner Sykes and passed unanimously.

The following items were approved:

1. **Administration - Amendment to the Coronavirus Relief Fund (CRF) County Plan**  
Approved an amendment to the Coronavirus Relief Fund (CRF) County Plan allotted in Session Law 2020-4 and initiated a grant to provide COVID-19 assistance to the municipalities.
2. **Administration - Memorandum of Understanding for the Provision of Economic Development Services**  
Approved the Memorandum of Understanding for the Provision of Economic Development Services with Brunswick County Economic Development Foundation, Inc, d/b/a "BID" Brunswick Business & Industry Development subject to the County Attorney's review and approval.
3. **Administration - Organizational Chart Revision**  
Approve revisions to the organizational chart to include moving Code Administration (*Central Permitting, Building Inspections, Fire Marshal, Fire Inspections, and Fire Investigations*) from County Manager to Deputy County Manager.
4. **Administration - Surplus Property Offers for Upset Bid Process**  
Accepted, subject to the upset bid process, the following offers that were submitted for surplus parcels that met the value parameters previously established by the Board:
 

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
1820000404	Frontage RD, Shallotte	2.64 acre	\$67,450.00	3-13-2020	\$9,312.15	\$ 9,315.00
2010001303	Adelaide DR, SE	2.58 acre	\$14,100.00	2-9-2010	\$3,764.33	\$ 3,600.00
214MA043	3180 Havelock PL, SW	.20 acre	\$1,600.00	3-27-2017	\$880.23	\$ 1,000.00
5. **Board Appointment - Substance Use and Addiction Commission**  
Appointed Jonathan A. Oliver to the vacant position representing the Brunswick County Sheriff's Office on the Substance Use and Addiction Commission. This unexpired term will expire on June 30, 2022.
6. **Clerk to the Board - Meeting Minutes**  
Approved the draft June 1, 2020 Budget Workshop and Regular Meeting minutes.
7. **County Attorney - City of Boiling Spring Lakes DOD**  
Accepted the Deed of Dedication for sewer infrastructure in the City of Boiling Spring Lakes, Recreational Area Utilities Extension, Phase 1.
8. **Emergency Services - Town of Shallotte Interlocal Agreement (Fire Training Facility)**  
Approved an interlocal agreement with the Town of Shallotte for use of the Shallotte Fire Training Facility for all county fire departments.
9. **Finance - Fiscal Items**

Approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:

- **NC Education Lottery Application**  
Authorized the Chairman to execute the signed North Carolina Education Lottery application. The Brunswick County School's Finance Officer submitted the State Lottery Funding Application to request the use of lottery proceeds for payment of debt service in the amount of \$800,000 for FY 2020-2021.
- **Timber Sales Budget Amendment**  
Appropriated \$48,000 of timber sales in the Water and Sewer Funds for the required herbicide and replanting of the IP tracts.
- **Garden Club at St. James Grant**  
Appropriated \$1,000 of grant funds awarded to the 4-H Youth programs for a grant awarded from St. James Garden Club to be used for 4-H Youth Home Gardening and Horticulture program kits during the summer and for school gardens when school resumes.
- **Water Revenues Budget Amendment**  
Appropriated water revenues to contracted services \$70,000, contracted services \$60,000, LCFWSA water purchases \$100,000 for NW Water Treatment Plant, chemicals \$124,000 for 211 water plant and \$106,000 to miscellaneous expense and authorized transfer within the water fund by the Fiscal Operations Director as needed to prevent a statutory exception of expenditures in excess of amounts budgeted at year end.
- **General Fund Revenues Budget Amendment**  
Appropriated \$900,000 FEMA Disaster Assistance Revenues, Register of Deeds Revenue \$300,000 with offsetting expenditures of \$146,000, Solid Waste \$300,000 of solid waste revenues to offset contract services of \$300,000, Detention Center revenues reduction of \$85,000, County Administration \$36,000 increase for salary expenditures, Law Enforcement Separation expenditures increase \$65,000, and Emergency Medical Services salary and benefits of \$330,000 and the remaining amount in Non-Departmental miscellaneous expense. Amounts in Non-Departmental is to authorize transfer within the general fund by the Fiscal Operations Director as needed to prevent a statutory exception of expenditures in excess of amounts budgeted at year end.
- **Northeast Brunswick Regional Capital and Replacement Budget Amendment**  
Transferred \$100,095 from Northeast Brunswick Regional Capital and Replacement Reserve to the NEBR Wastewater Plant for reimbursement of eligible capital and replacement expenditures.
- **Emergency Telephone Budget Amendment**  
Appropriated \$84,878 fund balance for transfer to the emergency telephone fund and to authorize the Fiscal Operations Director to adjust the budget for final audit results as of June 30, 2020.
- **Excess Collections Schools Budget Amendment and CPO**  
Appropriated estimated excess collections of Ad Valorem \$1,341,623 and Legislated Sales Tax \$735,925 in excess of budget for transfer to the school's capital reserve and to



authorize the Fiscal Operations Director to adjust the budget for final collections as of June 30, 2020.

- **Water Revenue Bonds Budget Amendment and CPO**  
Appropriated proceeds from revenue bonds \$2,173,620 and revenue bond premium of \$15,280,190 for final closing of the revenue bonds issued for the Northwest Plant Expansion and Reverse Osmosis Treatment Project and returned \$599,600 of water funds to the reserve undesignated.
  - **Wastewater Revenues Budget Amendment**  
Appropriated \$100,000 wastewater revenues to miscellaneous expense and authorized transfer within the wastewater fund by the Fiscal Operations Director as needed to prevent a statutory exception of expenditures in excess of amounts budgeted at year end.
  - **Worker's Compensation Fund Final Closeout Budget Amendment**  
Reduced the transfer to the general fund \$32,502, water fund \$4,202 and the wastewater fund \$1,565 for actual amounts transferred in the closing of the workers compensation fund.
  - **Financial Reports for May 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://brunswickcountync.gov/finance/reports>.
10. **Health - 2019 Annual CD Report**  
Reviewed and approved the 2019 Communicable Disease Annual Report.
  11. **Health Services - 2019 Child Fatality Prevention Team Annual Report**  
Reviewed and approved the 2019 Child Fatality Prevention Team Annual Report.
  12. **Human Resources - Park Maintenance Reorganization**  
Approved the reorganization of the Park Maintenance Division of Operation Services to the Parks & Recreation Department effective 7/1/2020.
  13. **Operation Services - Emergency Watershed Protection Program**  
Approved submittal of application documents for the USDA - Emergency Watershed Protection Program and the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation - Watershed Restoration Program to address watershed impairments due to Hurricane Florence and authorized the County Manager to sign associated documents.
  14. **Operation Services - Free Cleanup Week**  
Received updated information regarding Free Cleanup Week. The Free Cleanup Week originally scheduled for April 13, 2020 through April 18, 2020 was postponed and rescheduled to June 22, 2020 through June 27, 2020.
  15. **Operation Services - Transfer Station Repairs**  
Approved the contract with Stonehenge Building, Inc. in the amount of \$281,108.20 for repairs to the existing transfer station.

16. **Planning - Gullah Geechee Cultural Heritage Corridor Multi-Use Greenway/Blueway Trail**

Adopted a resolution supporting the conceptual plan of the Gullah Geechee Cultural Heritage Corridor Multi-Use Greenway / Blueway Trail within Brunswick County.

**RESOLUTION SUPPORTING THE PROPOSED GULLAH GEECHEE CULTURAL HERITAGE CORRIDOR MULTI-USE GREENWAY/BUEWAY TRAIL WITHIN BRUNSWICK COUNTY**

**WHEREAS**, the Gullah Geechee Cultural Heritage Corridor is a National Heritage Area and it was established by the U.S. Congress to recognize the unique culture of the Gullah Geechee people who have traditionally resided in the coastal areas and the sea islands of North Carolina, South Carolina, Georgia and Florida — from Pender County, North Carolina, through Brunswick County, to St. John’s County, Florida; and

**WHEREAS**, with an estimated 50 to 75 % of the growth and development in the southeastern United States during the next 30 years projected to occur along the coastal plain, many traditional southern communities like Brunswick County encourage the preservation of historical and cultural identity while enhancing environmental qualities that create opportunities for active, healthy lifestyles and a sense of place; and

**WHEREAS**; Brunswick County has worked with its citizens, municipalities, communities, and local transportation organizations to develop the Brunswick County Trail Plan in 2017 identifying a comprehensive network trails throughout Brunswick County that will assist with preserving natural resources, wildlife habitats, and cultural resources while acting as a catalyst to promote healthy communities and economic growth; and

**WHEREAS**; the Brunswick County Trail Plan Proposed Map identifies proposed trails that are consistent with the proposed Gullah Geechee Cultural Heritage Corridor Multi-Use Greenway/Blueway Trail; and

**WHEREAS**; the Brunswick County Trail Plan aims to:

- Link communities throughout Brunswick County together;
- Provide a comprehensive network of walking trails, bike routes, and paddle trails;
- Encouraged existing on-road trails to be moved to off-road facilities;
- Promote hard surfaced trail facilities; and
- Encourage native plantings and wide corridors along the entire trail network to promote the conservation of wildlife and natural resources.

**WHEREAS**, the proposed concept of a Gullah Geechee Cultural Heritage Corridor Multi-Use Greenway/Blueway Trail ties into other trail efforts in Brunswick County and links to the East Coast Greenway, and connects communities; and

**WHEREAS**, the proposed concept of a Gullah Geechee Cultural Heritage Corridor Multi-Use Greenway/Blueway Trail promotes physical health, creates economic growth, provides greater bike/ped opportunities, highlights regional environmental resources, and historical/cultural assets; and

**WHEREAS**, this unique approach to celebrating the cultural and historic values of this community and our region by integrating functional use, scenic and economic value, historical and environmental interpretation; and

# DRAFT

**WHEREAS**, this trail will establish a major regional greenway/blueway link for communities along the Cape Fear River and beyond.

**THEREFORE, BE IT RESOLVED**, that the Brunswick County Board of Commissioners adopts a resolution supporting the proposed concept of the Gullah Geechee Cultural Heritage Corridor Multi-Use Greenway/Blueway Trail.

This the 15<sup>th</sup> day of June, 2020.

Frank L. Williams, Chair  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

17. **Sheriff's Office - School Resource Officer Agreement**  
Approved a Sheriff's Office School Resource Officer's Reimbursement Agreement with Brunswick County Schools.
18. **Superior Court Judge's Office - Memorandum of Agreement with NC Administrative Office of the Courts**  
Approved the annual renewal of Memorandum of Agreement between Brunswick County, Judge Jason C. Disbrow, and the North Carolina Office of the Courts for the Trial Court Coordinator State Employee Position.
19. **Tax Administration - June 2020 Discovery Valuation & Levy for May 2020**  
Approved the June 2020 motor vehicle valuation and levy discoveries created in May 2020.
20. **Tax Administration - June 2020 Releases**  
Approved the June 2020 releases.
21. **Utilities - Mid-Atlantic Rail Industrial Park EDA Grant Reapplication Documents**  
Ratified the approval of a reapplication for an Economic Development Administration (EDA) Grant with a 20% fund match up to a maximum of \$899,030 for the construction of a 16" waterline and 500,000 gallon elevated storage tank to serve the Mid-Atlantic Rail Industrial Park (MAP) located on US HWY. 74, authorized the County Manager to sign grant-related documents, and provided a letter of interest to the Economic Development Administration.

## **VI. PRESENTATION**

1. **Presentation - Brunswick Community College (Dr. Gene Smith, President)**  
Request that the Board of Commissioner receive a resolution of appreciation from the Brunswick Community College Board of Trustees.

Dr. Gene Smith, President Brunswick Community College, along with members of the Brunswick Community College Board of Trustees, presented a resolution to the Brunswick County Board of Commissioners in appreciation of the development and continuous support of the Brunswick Guarantee College Tuition Scholarship Program. The resolution was approved by the Board of Trustees on May 14, 2020.

## 2. **Presentation - Emergency Services - Coastline Rescue Franchise Hearing**

Request that the Board of Commissioners hold a hearing on the franchise application submitted by Coastline Rescue Squad and receive information from Emergency Management and Coastline Rescue.

Mr. Bryan Batton, Assistant County Attorney, explained that pursuant to the franchise ordinance, the Board is required to give applicants who apply for a franchise an opportunity to be heard by the Board and render a decision within 30 days of the hearing.

Mr. Batton provided the following overview: The County provided Coastline Rescue Squad notice in May 2019 of its intention to terminate the franchise agreement and the franchise agreement was terminated on July 22, 2019. On July 8, 2019 Coastline Rescue filed a complaint seeking a preliminary injunction to prevent termination. The injunction was denied. The open court case has no bearing on this hearing. Coastline Rescue reapplied for the franchise on July 19, 2019 and went before the EMS peer review committee. On September 26, 2019, the peer review committee met and voted to deny the application as submitted. EMS has denied the application.

Mr. Batton informed the Board that, following the hearing, the franchise would be granted if the County finds 1) the public convenience and necessity warrants the cost of expanding the services already available to the proposed ambulance service; 2) each such ambulance of the applicant, the required equipment, and the premises designated in the application have been certified by the county and state; and 3) certified ambulance attendants and emergency medical technicians are employed in such capacities as required by law.

Mr. Batton explained that the Board would hear from Coastline and EMS, and may render a decision immediately following the hearing, or do so within the next 30 day.

Chairman Williams recognized those speaking on behalf of Coastline.

Mr. Joe McKeller, Attorney representing Coastline Volunteer Rescue Squad, requested that the Board recognize a franchise for Coastline to provide emergency and non-emergency ambulance services in Brunswick County. Mr. McKeller provided information related to the case before the Superior Court. He stated that there was a lot of experience and skill currently not being used to include 13 volunteer EMS providers, two part-time EMS providers, and an additional support personnel. He further noted that Coastline is capable of providing one medical responder and one EMT for each response and transport, and that it currently has four fleet vehicles including two ambulances and one BLS level quick response vehicle. Mr. McKeller provided information on the types of responses Coastline has provided in the past, and information relating to citizen support. Mr. McKeller asked for recognition of Coastline's ambulance franchise for emergency and non-emergency services and noted that they are willing to compromise the service area largely to the Holden Beach area, for now.

Mr. David Robinson, representing Coastline and people in the community, asked that the Board consider approving the franchise agreement with the reduced area. Mr. Robinson shared the impact Coastline has had throughout the county and believes the taxpayer dollars spent fighting is unnecessary. He added that Coastline remains open to discussions.

Ms. Dorothy McDonald spoke in support of the franchise application and shared information related to the assistance Coastline provided to her husband during the hurricanes and the service they have provided over the years.

Mr. Don Robinson spoke in support of the franchise application and shared information related to the quick response Coastline provided to his son in transporting him from Novant to New Hanover prior to the helicopter arriving for transport.

Mr. Ed Conrow, Emergency Services Director, explained that the franchise application was submitted after termination and was reviewed in September by the peer review committee. The recommendation for denial was based on 1) the ability of Coastline to meet the obligation based on the submitted level of service they were requesting and 2) duplication of services. Currently, Brunswick County EMS services the area with a paramedic level ambulance stationed at the Tri-Beach Fire Department, as they are stationed throughout the county. Coastline was not meeting the obligation; responding to less than 20% - 25% of the calls, which is not acceptable. Based on these factors, the decision was made to terminate, and the decision still stands. No issues have occurred in the past nine months and ambulance services are still being provided in the area with paramedic level service. The needs are being met and staff continues to evaluate the service level and move resources as the county grows.

Mr. Lyle Johnston, Director of EMS, concurred with the information provided by Mr. Conrow.

Mr. David Robinson returned to the podium to answer questions related to the reduced service area and the level of response Coastline proposes to provide to the citizens.

Following discussion, it was the consensus of the Board to place this item on the July 6, 2020 Regular Meeting agenda to render a decision.

## **VII. PUBLIC HEARING**

### **1. Administration - Public Hearing to Receive Comments on the FY 2020-2021 Brunswick County Budget, Fees, and Capital Improvement Plan (Randell Woodruff, County Manager)**

Request that the Board of Commissioners hold a public hearing on the Manager's FY 2020-2021 Recommended Budget, Proposed Fees and Five-Year Capital Improvement Plan.

Mr. Woodruff explained that this is the annually, statutorily required public hearing to receive comments from the public on the recommended FY 2020-2021 budget, which includes all expenditures, revenues, fees, and the capital improvement plan for the upcoming fiscal year.

Chairman Williams called the public hearing to order at 6:41 p.m. and asked those wishing to speak to come to the podium. No one wished to speak.

Chairman Williams closed the public hearing at 6:41 p.m.

## **VIII. ADMINISTRATIVE REPORT**

### **1. Administration - Brunswick County Water and Sewer Utility Assistance Program (Randell Woodruff, County Manager)**

Request that the Board of Commissions approve the Brunswick County Low to Moderate Income Water and Sewer Utility Assistance Program for Brunswick County Public Utilities residential retail water and sewer customers.

Mr. Woodruff explained that the purpose of the program is to provide assistance with utility bills to low- and moderate-income customers in the county, with a set amount of funding going toward the assistance program annually.

Ms. Cathy Lytch, Director of Social Services, explained that DSS would accept applications similar to the annual LIEAP program. The application process will be conducted by mail due to COVID-19 and the applications will be accepted for a one-month period of time. Information for customers meeting the eligibility requirements will be provided to Public Utilities so that the credits may be applied. Contingent upon funding, this process will be done annually.

Following a brief discussion, Vice-Chairman Thompson moved to approve the water and sewer utility assistance program as presented. The motion was seconded by Commissioner Forte and passed unanimously.

2. **Administration - Fiscal Year 2020-2021 Budget Ordinance, Fees and Capital Improvement Plan (Randell Woodruff, County Manager)**

Request that the Board of Commissioners adopt the Fiscal Year 2020-2021 Budget Ordinance, Schedule of Fees and Five-Year Capital Improvement Plan.

Chairman Williams asked for a motion on the budget.

Commissioner Cooke moved to adopt the Fiscal Year 2020-2021 Budget Ordinance, Schedule of Fees and Five-Year Capital Improvement Plan as presented. The motion was seconded by Vice-Chairman Thompson and passed unanimously.

2. **Administration – Fire Fees FY 2020-2021**

Request that the Board of Commissioners consider approval of the schedule of fire fees. *(previously added under III. Adjustments/Approval of the Agenda).*

Chairman Williams asked for a motion on the fire fees.

Vice-Chairman Thompson moved to approve the fire fees as presented. The motion was seconded by Commissioner Forte and passed 4 to 1 (Ayes - Commissioners Williams, Thompson, Cooke, Forte. Nays – Commissioner Sykes)

3. **Planning - Joint Planning and Parks & Recreation Project (Kirstie Dixon, Planning Director, and Aaron Perkins, Parks & Recreation Director)**

Request that the Board of Commissioners approve a service agreement with McGill Associates, P.A. for the development a community vision and two new plan documents – the Comprehensive Land Use Plan and the Parks and Recreation Comprehensive Master Plan.

Ms. Kirstie Dixon, Planning Director, explained that a contract for a joint Planning and Parks and Recreation project for a new comprehensive land use plan and Parks and Recreation plan was presented to the Board in May. Additional information was provided, and staff requested that the Board approve the contract.

Ms. Dixon, along with Mr. Aaron Perkins, Parks and Recreation Director, provided information on the facilitation of plans by other jurisdictions and plans for virtual community outreach.

Following discussion, Vice-Chairman Thompson moved to approve the contract for a Comprehensive Land Use Plan and the Parks and Recreation Comprehensive Master Plan as presented. The motion was seconded by Commissioner Sykes and passed unanimously.

4. **Utilities - Town of Navassa Water and Sewer Systems Conveyance Agreement Draft (Donald Dixon, Deputy Director-Wastewater Operations)**

Request that the Board of Commissioners resolve to accept the conveyance of the utility system from the Town of Navassa, authorize the Chairman to execute the Water and Sewer Service Agreement with the Town of Navassa and any additional documents necessary for conveyance subject to County Attorney approval and approve the associated budget amendment. The County will assume ownership and operational responsibility of the Navassa Water and Sewer System on July 1, 2020.

Mr. Nichols explained that Utilities' staff had been working closely with the Town of Navassa's staff on merging the water and sewer system. The agreement will transfer the assets and the debt associated with the Town's system. The County will receive the revenues from the Town's system, and the assistance program, available to all eligible county residents, will apply. Staff requested approval of the agreement to merge the water and sewer system.

Mr. Shaver clarified that there is a resolution that accompanies the agreement for the purpose of adopting it.

Chairman Williams moved to approve the agreement and the accompanying resolution as presented. The motion was seconded by Vice-Chairman Thompson and passed unanimously.

## **RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF NAVASSA**

**WHEREAS**, North Carolina General Statutes 160A, Article 20, Interlocal Cooperation, authorizes and empowers any units of local government to enter into interlocal agreements for the ownership, construction, operation, maintenance, management, and financing of all or portions of water and sewer utility systems within or outside the corporate limits of those units of local government; and

**WHEREAS**, the Town owns and operates a public water distribution system consisting of approximately 10.41 miles of distribution water lines, 40 valves, 20 fire hydrants, 325 customer meters, land, easements, rights-of-way, and related facilities (all hereinafter collectively referred to as the "Town Water System"); and

**WHEREAS**, the Town owns and operates a public sanitary sewer collection system consisting of approximately 11.74 miles of gravity and pressure sewers, a collection system together with manholes, 6 lift stations, force mains, valves, air release valves, service taps, service laterals, clean-outs, land, easements, rights-of-way, and related facilities (all hereinafter collectively referred to as the "Town Sewer System"); and

**WHEREAS**, the Town and the County have determined that it is in the best interests of both parties and the public for the Town to convey ownership and responsibility for its utility system to the County; and

**WHEREAS**, the Board of Commissioners has considered approval of an interlocal agreement for this purpose.

## DRAFT

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

1. It is hereby determined to be necessary and desirable in the furtherance of the Board's public responsibilities for the Board to enter into the Interlocal Agreement.
2. The Board's Chairman is hereby authorized and directed to execute the Interlocal Agreement and deliver it to the appropriate counterparties, and the Clerk to the Board is hereby authorized and directed to affix and attest the appropriate seal to the Interlocal Agreement. The Interlocal Agreement shall be in substantially the form submitted to this meeting, which is hereby approved, with such changes as may be approved by the Chairman upon recommendation of the County Attorney, such officer's execution to constitute conclusive evidence of approval of any such changes.
3. The County staff are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the execution and delivery of the Interlocal Agreement and the carrying out of the transactions contemplated thereby.
4. All other actions of County staff in conformity with the purposes or intent of this Resolution and in furtherance of the execution and delivery of the Interlocal Agreement and the carrying out of the transactions contemplated thereby are hereby approved and confirmed.
5. This Resolution shall take effect immediately on its adoption.

Adopted this, the 15<sup>th</sup> day of June 2020.

Frank L. Williams, Chairman  
Brunswick County Board of Commissioners

Andrea White, NCCCC  
Clerk to the Board

## IX. BOARD APPOINTMENTS

## 1. Governing Body - Annual Board Appointments

Request that the Board of Commissioners approve the annual board appointments as presented, effective July 1, 2020, to include appointing Mr. Ron Medlin to the Zoning Board of Adjustment District 2 seat, with a term expiration of June 30, 2023, and appointing Ms. Virginia Ward to the Zoning Board of Adjustment Alternate seat, with an unexpired term expiration of June 30, 2021.

Following a review of the list of appointees, Commissioner Forte moved to approve the list as presented. The motion was seconded by Commissioner Cooke and passed unanimously.

The remaining vacancies will be considered at a future meeting. The following individuals were approved.

Board	Title	First Name	Last Name	District	New Expiration Date	Term
DISTRICT 2						



Zoning Board of Adjustment	Mr.	Ron	Medlin	2	6/30/2023	3
SEAT DESIGNATED BY POSITION or AT LARGE						
Health & Human Services Advisory Board		VACANT		Optometrist	6/30/2023	3
UNDESIGNATED						
Home & Community Care Block Grant Committee		VACANT		N/A	6/30/2021	1
Juvenile Crime Prevention Council		VACANT		N/A	6/30/2022	2
Zoning Board of Adjustment	Ms.	Virginia	Ward	Alternate	(unexpired) 6/20/2021	3

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

Chairman Williams asked if there were any other items of business or discussion. No other items were brought forth.

## **XI. CLOSED SESSION**

### **1. Closed Session**

Request the Board hold a closed session pursuant to G.S. 143-318.11(a)(1), (3), and (6) to approve closed session minutes, to consult with its attorney, and to consider the performance of an individual public officer or employee.

Mr. Shaver noted that the statutory requirements were included in the agenda with the purpose to approve closed session minutes, consult with the attorney, and to consider the performance of an individual public officer or employee.

Commissioner Cooke moved to enter Closed Session as stated at 6:50 p.m. The motion was seconded by Commissioner Sykes and passed unanimously.

Chairman Williams called the Regular Session to order at 7:41 p.m. and asked the County Attorney if there was anything to report from Closes Session.

Mr. Shaver stated there was nothing to report.

## **XII. ADJOURNMENT**

Vice-Chairman Thompson moved to adjourn the meeting at 7:41 p.m. The motion was seconded by Commissioner Sykes and passed unanimously.

---

Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

---

Andrea White, NCCCC  
Clerk to the Board



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

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

**From:**

Bryan Batton

County Attorney - Deed of Dedication for Paramounte at Avalon,  
Ph. 1, Lots 1-18, 58-62, and 100-103

**Issue/Action Requested:**

Consider accepting the Deed of Dedication for water and sewer infrastructure in Paramounte at Avalon, Phase 1, Lots 1-18, 58-62, and 100-103.

**Background/Purpose of Request:**

D.R. Horton, Inc. has submitted a Deed of Dedication for water and sewer infrastructure in Paramounte at Avalon, Phase 1, Lots 1-18, 58-62, and 100-103. The lines have been tested and approved and are ready to be incorporated into our utility system.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

\$ 80,750.00 for water

\$ 100,000.00 for sewer

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Accept the Deed of Dedication for water and sewer infrastructure from D.R. Horton, Inc.

**County Manager's Recommendation:**

Recommend accepting the Deed of Dedication for water and sewer infrastructure in Paramounte at Avalon, Phase 1, Lots 1-18, 58-62, and 100-103.

**ATTACHMENTS:**

Description

- ☐ Paramonte at Avalon, Ph 1, Lots 1-18, 58-62, and 100-103

Prepared by: Ian Flannery

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 6th day of March, 2020, by and between D.R. Horton, Inc., a Delaware Corporation, with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under laws of the State of North Carolina, party of the second part, hereinafter referred to as grantee;

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel located in Supply, Brunswick County, North Carolina, known as Paramounte at Avalon Phase 1.

And whereas Developer has caused to be installed water distribution lines and sewer lines under and along the road rights-of-way hereinafter described and referenced;

And whereas Developer wishes to obtain water and sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners.

And whereas Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water and sewer for said subdivision Developer must convey title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, Developer, in consideration of Grantee accepting said water and sewer lines and making water and sewer available to said subdivision, has conveyed by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book 120 at Page(s) 25-26 72 of the Brunswick County Register of Deeds, being those designated as "Paramounte at Avalon Phase 1" which includes the streets: "Culdees Lane" and "Celtic Court" and covers lots 1 thru 18, 58 thru 62, and 100-103; and which is incorporated herein by reference as if set forth fully within.

A copy of the above-referenced map is attached hereto as Exhibit A.

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Non-Exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water and sewer distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving

unto Developers, its successor and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Developer warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to as-built drawings. Developer warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

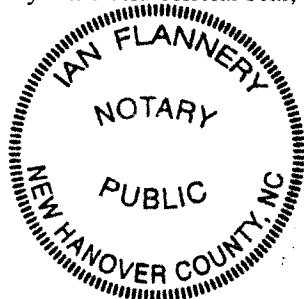


By: Elizabeth Shelton, Vice President

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, a Notary Public of New Hanover County, North Carolina, do hereby certify that Elizabeth Shelton personally came before me this day, and I have personal knowledge of the identity of the principal and he acknowledged that he is Vice President of D.R. Horton, Inc., a Delaware Corporation and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of D.R. Horton, Inc.

Witness my hand and official seal, this the 25<sup>TH</sup> day of MARCH, 2020





Signature of Notary Public

IAN FLANNERY

Printed Name of Notary Public

My Commission Expires: April 27<sup>th</sup>, 2020

ACCEPTANCE OF DEED

This deed of Dedication and accompanying Affidavit for D.R. Horton, Inc. was accepted by the Brunswick County Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2020

Brunswick County Board of Commissioners

\_\_\_\_\_  
Chairman: \_\_\_\_\_

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

Map Cabinet 120 Page 25 - EXHIBIT A - 3/30/20

KH

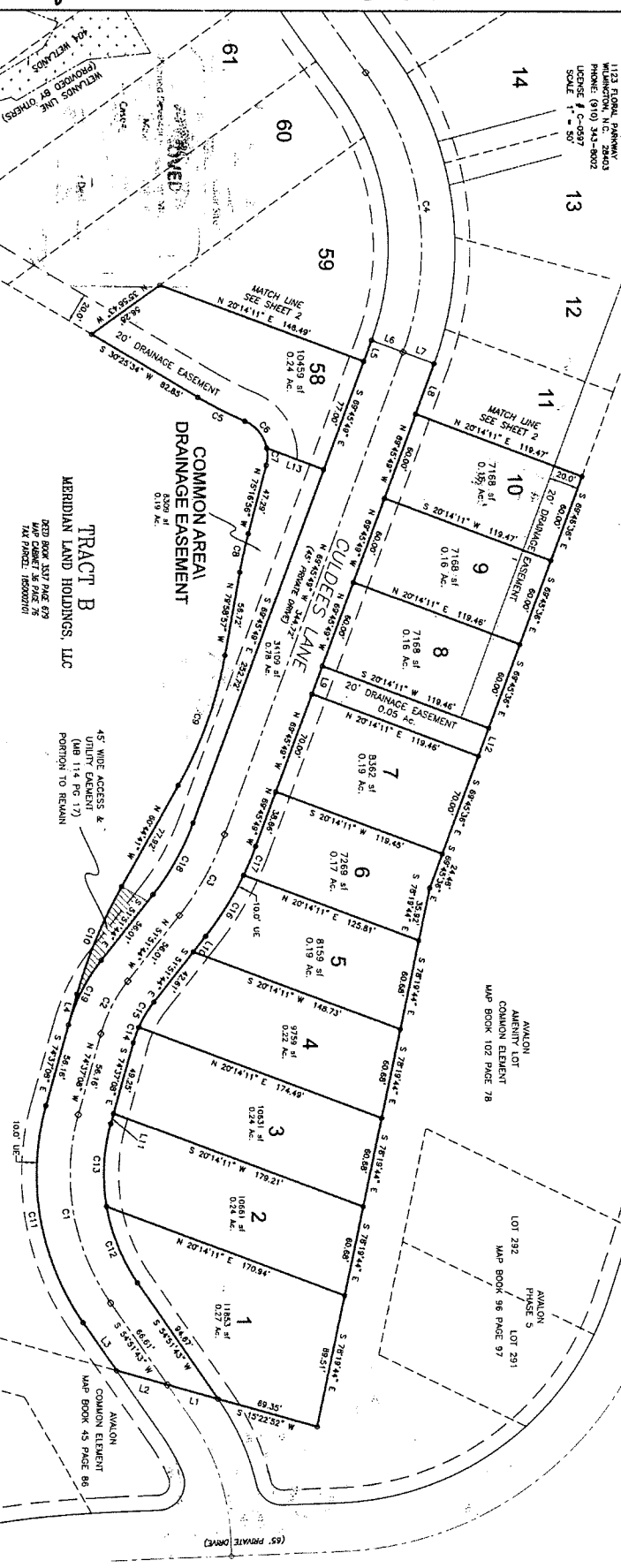
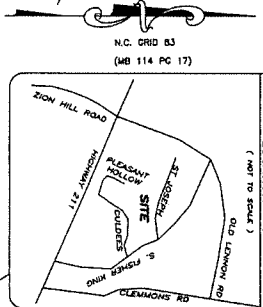
FINAL PLAT OF  
PARAMOUNT AT AVALON  
PHASE 1  
LOTS 1 thru 18 and Lots 58 thru 62  
(SHEET 1 OF 2)

SEE SHEET 2 OF 2 FOR ALL CERTIFICATES AND DEDICATION STATEMENTS  
LOCAL ROAD POLY TOWNSHIP, BRANSON COUNTY, NORTH CAROLINA  
OWNER/SUBDIVIDER: D.R. HORTON, INC.  
PO BOX 1545  
MOUNT PLEASANT, SC 29565-1545  
DEED BOOK 4238 PAGE 818  
MAP BOOK 102 PAGE 78  
DATE: MARCH 17, 2020

HANOVER DESIGN SERVICES, P.A.  
LAND SURVEYORS, ENGINEERS & LAND PLANNERS  
1123 FLORENCE PARKWAY  
WILMINGTON, N.C. 28403  
PHONE (910) 343-8622  
FAX (910) 343-8627  
SCALE: 1" = 50'

LINE	BEARING	DISTANCE
C1	S 89°43'34" E	178.00'
C2	S 89°43'34" E	178.00'
C3	S 89°43'34" E	178.00'
C4	S 89°43'34" E	178.00'
C5	S 89°43'34" E	178.00'
C6	S 89°43'34" E	178.00'
C7	S 89°43'34" E	178.00'
C8	S 89°43'34" E	178.00'
C9	S 89°43'34" E	178.00'
C10	S 89°43'34" E	178.00'
C11	S 89°43'34" E	178.00'
C12	S 89°43'34" E	178.00'
C13	S 89°43'34" E	178.00'
C14	S 89°43'34" E	178.00'
C15	S 89°43'34" E	178.00'
C16	S 89°43'34" E	178.00'
C17	S 89°43'34" E	178.00'
C18	S 89°43'34" E	178.00'
C19	S 89°43'34" E	178.00'
C20	S 89°43'34" E	178.00'

LINE	BEARING	DISTANCE
L1	S 89°43'34" E	178.00'
L2	S 89°43'34" E	178.00'
L3	S 89°43'34" E	178.00'
L4	S 89°43'34" E	178.00'
L5	S 89°43'34" E	178.00'
L6	S 89°43'34" E	178.00'
L7	S 89°43'34" E	178.00'
L8	S 89°43'34" E	178.00'
L9	S 89°43'34" E	178.00'
L10	S 89°43'34" E	178.00'
L11	S 89°43'34" E	178.00'
L12	S 89°43'34" E	178.00'
L13	S 89°43'34" E	178.00'
L14	S 89°43'34" E	178.00'
L15	S 89°43'34" E	178.00'
L16	S 89°43'34" E	178.00'
L17	S 89°43'34" E	178.00'
L18	S 89°43'34" E	178.00'
L19	S 89°43'34" E	178.00'
L20	S 89°43'34" E	178.00'



Dedicated Service Certification

I (we) hereby certify that the platting services rendered by me (us) in connection with the subdivision of the above described land are in accordance with the provisions of the North Carolina Subdivision Map Act and the rules and regulations of the North Carolina Department of Transportation.

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

MAINTENANCE DISCLOSURE CERTIFICATE FOR PRIVATE SUBDIVISION/DO STREETS  
I (we) the undersigned party (ies) do hereby certify that the subdivision of the above described land is in accordance with the provisions of the North Carolina Subdivision Map Act and the rules and regulations of the North Carolina Department of Transportation.

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

MAINTENANCE DISCLOSURE CERTIFICATE FOR PRIVATE SUBDIVISION/DO STREETS  
I (we) the undersigned party (ies) do hereby certify that the subdivision of the above described land is in accordance with the provisions of the North Carolina Subdivision Map Act and the rules and regulations of the North Carolina Department of Transportation.

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

MAINTENANCE DISCLOSURE CERTIFICATE FOR PRIVATE SUBDIVISION/DO STREETS  
I (we) the undersigned party (ies) do hereby certify that the subdivision of the above described land is in accordance with the provisions of the North Carolina Subdivision Map Act and the rules and regulations of the North Carolina Department of Transportation.

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

MAINTENANCE DISCLOSURE CERTIFICATE FOR PRIVATE SUBDIVISION/DO STREETS  
I (we) the undersigned party (ies) do hereby certify that the subdivision of the above described land is in accordance with the provisions of the North Carolina Subdivision Map Act and the rules and regulations of the North Carolina Department of Transportation.

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20

Engineer: [Signature]  
Date: 3/30/20



KH

LOTS 1 thru 18 and LOTS 58 thru 62  
(SHEET 2 OF 2)

MOUNT PLEASANT, SC 29465-1545  
DEED BOOK 4238 PAGE 816  
MB 114 PG 17 (TRACT A-R)  
DATE: MARCH 17, 2020

**CERTIFICATE OF OWNERSHIP**

**CERTIFICATE OF APPROVAL FOR INSTALLED IMPROVEMENTS**

APPROVED  
Development/Major subdivision/

Master Site Plan  
Case# SS-2168  
*J. P. Baughe*  
Planning Director of the signed  
Date: 2/30/2008

I CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

NOTES:  
- IRONS SET AT ALL CORNERS, UNLESS OTHERWISE NOTED  
- FOR REFERENCE SEE JOB BOOK 174 PAGE 17

- ZONE 114 PAGE 17  
 - LAND SOURCE: ZONE PAGE 17  
 - AREA COVERED BY COORDINATE METHOD.  
 - SURVEYED JANUARY-MARCH 2020.  
 - ALL DISTANCES IN METERS  
 - COMPILED GRID FACTOR = 0.9999496  
 - THERE IS A 10' UTILITY EASEMENT ALONG ALL STREET  
 - LINES, UNLESS OTHERWISE NOTED.  
 - THIS AREA OF PARAMOUNT AT AVALON IS LOCATED IN ZONE X, ACCORDING  
 - TO FILE # 3720203900K, 3720203900K & 3720203900K DATED 8/28/2018.

COMMON AREA,  
DRAINAGE EASEMENT.

MEASUREMENTS PER BRUSHICK COUNTY:

- FRONT - 25'
- SIDE - 5' - SIDE CORNER 15'
- REAR - 9'

CUT	PAVEMENT	NO. 1	CHORD	CHORD BEARING
C1	220.00	46.31	5.5	5.7
C2	230.00	54.61	5.5	6.7
C3	267.50	49.31	49.21	7.4
C4	177.50	34.33	34.28	8.5
C5	222.50	28.18	28.1	9.2
C6	222.50	62.10	61.80	8.5
C7	222.50	50.11	50.00	8.5
C8	222.50	68.12	68.09	8.5
C9	222.50	74.65	74.59	8.5
C10	222.50	52.57	52.47	8.5
C11	222.50	32.80	32.55	8.5
C12	335.00	60.74	60.74	8.5
C13	335.00	61.87	61.87	8.5
C14	335.00	51.57	51.52	8.5
C15	335.00	51.57	51.52	8.5
C16	335.00	51.57	51.52	8.5

N.C. GRID 83  
(MB 114 PG 17)

3/20/2020  
DATE

*[Signature]*  
DEWEN OFFICER

1123 FLORAL PARKWAY  
WILMINGTON, N.C. 28403  
PHONE: (910) 343-8002  
LICENSE # C-0597

project 15128-final plot-sheet 1

245



STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

**AFFIDAVIT**

D.R. Horton, Inc., a Delaware corporation, with an office and place of business in Brunswick County, North Carolina hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Supply, Brunswick County, North Carolina, known as "Paramounte at Avalon Phase I", containing lots numbered 1 thru 18, 58 thru 62, and 100-103; as more particular described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of ways property hereinafter described and referenced:

All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book <sup>120</sup>~~121~~ at Page(s) <sup>25-26</sup>~~72~~ of the Brunswick County Register of Deeds, being those designated as "Paramounte at Avalon Phase I" which includes the streets:

“Culdees Lane” and “Celtic Court” and covers lots 1 thru 18, 58 thru 62, and 100-103; and which is incorporated herein by reference as if set forth fully within.

A copy of the above-referenced map is attached hereto as Exhibit A.

All of the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by  
its authorized officer, this 25<sup>TH</sup> day of MARCH, 2019.20

Elizabeth Shelton

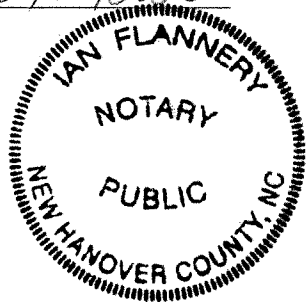
By: Elizabeth Shelton, Vice President

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Elizabeth Shelton.

Date: 03/25/2020



Ian Flannery

Signature of Notary Public

IAN FLANNERY

Printed Name of Notary Public

My Commission Expires: April 27<sup>th</sup>, 2020.











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

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

**From:**

Bryan Batton

County Attorney - Deed of Dedication for Paramounte at Avalon  
Ph 1, Lots 19-57 63-71 and Ph 2 lots 72-99

**Issue/Action Requested:**

Consider accepting the Deed of Dedication for water and sewer infrastructure for Paramounte at Avalon, Phase 1, Lots 19-57 and 63-71 and Phase 2, Lots 72-99.

**Background/Purpose of Request:**

D.R. Horton, Inc. has submitted a Deed of Dedication for water and sewer infrastructure in Paramounte at Avalon, Phase 1, Lots 19-57 and 63-71 and Phase 2 Lots 72-99.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

\$ 200,000.00 for water

\$ 308,770.00 for sewer

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Accept the Deed of Dedication for water and sewer infrastructure from D.R. Horton, Inc.

**County Manager's Recommendation:**

Recommend accepting the Deed of Dedication for water and sewer infrastructure for Paramounte at Avalon, Phase 1, Lots 19-57 and 63-71 and Phase 2, Lots 72-99.

**ATTACHMENTS:**

Description

▣ Deed of Dedication

Prepared by: Ian Flannery

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 30th day of April, 2020, by and between D.R. Horton, Inc., a Delaware Corporation, with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under laws of the State of North Carolina, party of the second part, hereinafter referred to as grantee;

WITNESSETH:

That whereas Developer is the owner and developer of tracts or parcels located in Supply, Brunswick County, North Carolina, known as Paramounte at Avalon Phase 1 and Paramounte at Avalon Phase 2.

And whereas Developer has caused to be installed water distribution lines and sewer lines under and along the road rights-of-way hereinafter described and referenced;

And whereas Developer wishes to obtain water and sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners.

And whereas Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water and sewer for said subdivision Developer must convey title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, Developer, in consideration of Grantee accepting said water and sewer lines and making water and sewer available to said subdivision, has conveyed by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book § 122 at Page(s) § 63-64 67-69 of the Brunswick County Register of Deeds, being those designated as "Paramounte at Avalon Phase 1" which includes the streets: "Maltwood Court", "Murre Court", "Pietizel Court", and "Culdees Lane" and covers lots 19 thru 57 and 63 thru 71; and as "Paramount at Avalon Phase 2" which includes the streets: "Culdees Lane" and "Pleasant Hollow Court" and covers lots 72 thru 99; and which is incorporated herein by reference as if set forth fully within. A copy of the above-referenced map is attached hereto as Exhibit A.

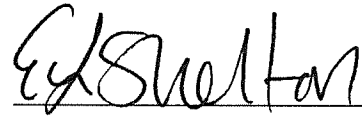
TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Non-Exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water and sewer distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developers, its successor and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Developer warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to as-built drawings. Developer warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

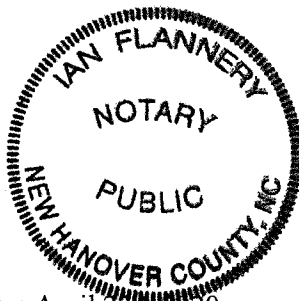


By: Elizabeth Shelton, Vice President

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, a Notary Public of New Hanover County, North Carolina, do hereby certify that Elizabeth Shelton personally came before me this day, and I have personal knowledge of the identity of the principal and he acknowledged that he is Vice President of D.R. Horton, Inc., a Delaware Corporation and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of D.R. Horton, Inc.

Witness my hand and official seal, this the 27th day of April, 2020



Signature of Notary Public

IAN FLANNERY

Printed Name of Notary Public

My Commission Expires: April 27, 2020

ACCEPTANCE OF DEED

This deed of Dedication and accompanying Affidavit for D.R. Horton, Inc. was accepted by the Brunswick County Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2020

Brunswick County Board of Commissioners

\_\_\_\_\_  
Chairman: \_\_\_\_\_

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



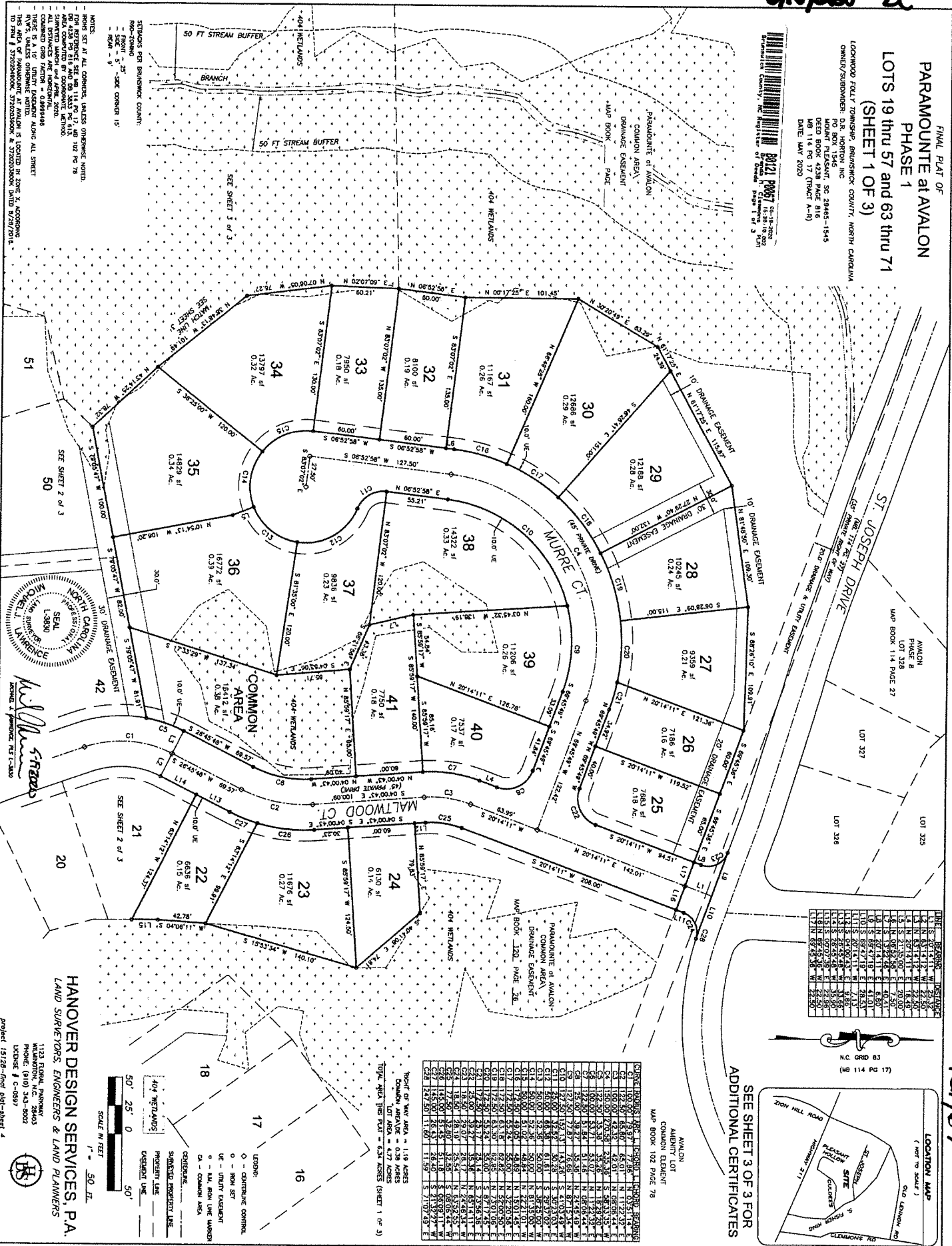
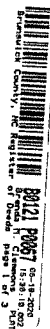




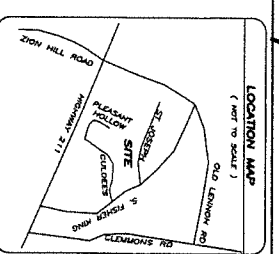
6/18/2020 LC

FINAL PLAT OF  
PARAMOUNTE at AVALON  
PHASE 1  
LOTS 19 thru 57 and 63 thru 71  
(SHEET 1 OF 3)

LOONWOOD FOLLY TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA  
OWNER/SUBDIVIDER: D.E. HORTON, INC.  
RD BOX 1546  
HARTFORD, NORTH CAROLINA 27445-1545  
DEED BOOK 4238 PAGE 310  
MB 114 PG 17 (TRACT A-R)  
DATE: MAY 2020



LOT	BEARING	DISTANCE	AREA
19	N 89° 11' 12" E	111.75'	0.21 Ac.
20	N 89° 11' 12" E	111.75'	0.21 Ac.
21	N 89° 11' 12" E	111.75'	0.21 Ac.
22	N 89° 11' 12" E	111.75'	0.21 Ac.
23	N 89° 11' 12" E	111.75'	0.21 Ac.
24	N 89° 11' 12" E	111.75'	0.21 Ac.
25	N 89° 11' 12" E	111.75'	0.21 Ac.
26	N 89° 11' 12" E	111.75'	0.21 Ac.
27	N 89° 11' 12" E	111.75'	0.21 Ac.
28	N 89° 11' 12" E	111.75'	0.21 Ac.
29	N 89° 11' 12" E	111.75'	0.21 Ac.
30	N 89° 11' 12" E	111.75'	0.21 Ac.
31	N 89° 11' 12" E	111.75'	0.21 Ac.
32	N 89° 11' 12" E	111.75'	0.21 Ac.
33	N 89° 11' 12" E	111.75'	0.21 Ac.
34	N 89° 11' 12" E	111.75'	0.21 Ac.
35	N 89° 11' 12" E	111.75'	0.21 Ac.
36	N 89° 11' 12" E	111.75'	0.21 Ac.
37	N 89° 11' 12" E	111.75'	0.21 Ac.
38	N 89° 11' 12" E	111.75'	0.21 Ac.
39	N 89° 11' 12" E	111.75'	0.21 Ac.
40	N 89° 11' 12" E	111.75'	0.21 Ac.
41	N 89° 11' 12" E	111.75'	0.21 Ac.
42	N 89° 11' 12" E	111.75'	0.21 Ac.
43	N 89° 11' 12" E	111.75'	0.21 Ac.
44	N 89° 11' 12" E	111.75'	0.21 Ac.
45	N 89° 11' 12" E	111.75'	0.21 Ac.
46	N 89° 11' 12" E	111.75'	0.21 Ac.
47	N 89° 11' 12" E	111.75'	0.21 Ac.
48	N 89° 11' 12" E	111.75'	0.21 Ac.
49	N 89° 11' 12" E	111.75'	0.21 Ac.
50	N 89° 11' 12" E	111.75'	0.21 Ac.
51	N 89° 11' 12" E	111.75'	0.21 Ac.
52	N 89° 11' 12" E	111.75'	0.21 Ac.
53	N 89° 11' 12" E	111.75'	0.21 Ac.
54	N 89° 11' 12" E	111.75'	0.21 Ac.
55	N 89° 11' 12" E	111.75'	0.21 Ac.
56	N 89° 11' 12" E	111.75'	0.21 Ac.
57	N 89° 11' 12" E	111.75'	0.21 Ac.



HANOVER DESIGN SERVICES, P.A.  
LAND SURVEYORS, ENGINEERS & LAND PLANNERS  
1123 FLORENCE PARKWAY  
WILMINGTON, N.C. 28403  
PHONE: (910) 343-8002  
LICENSE # C-10897

Project 13128-Ind pot-shed 4

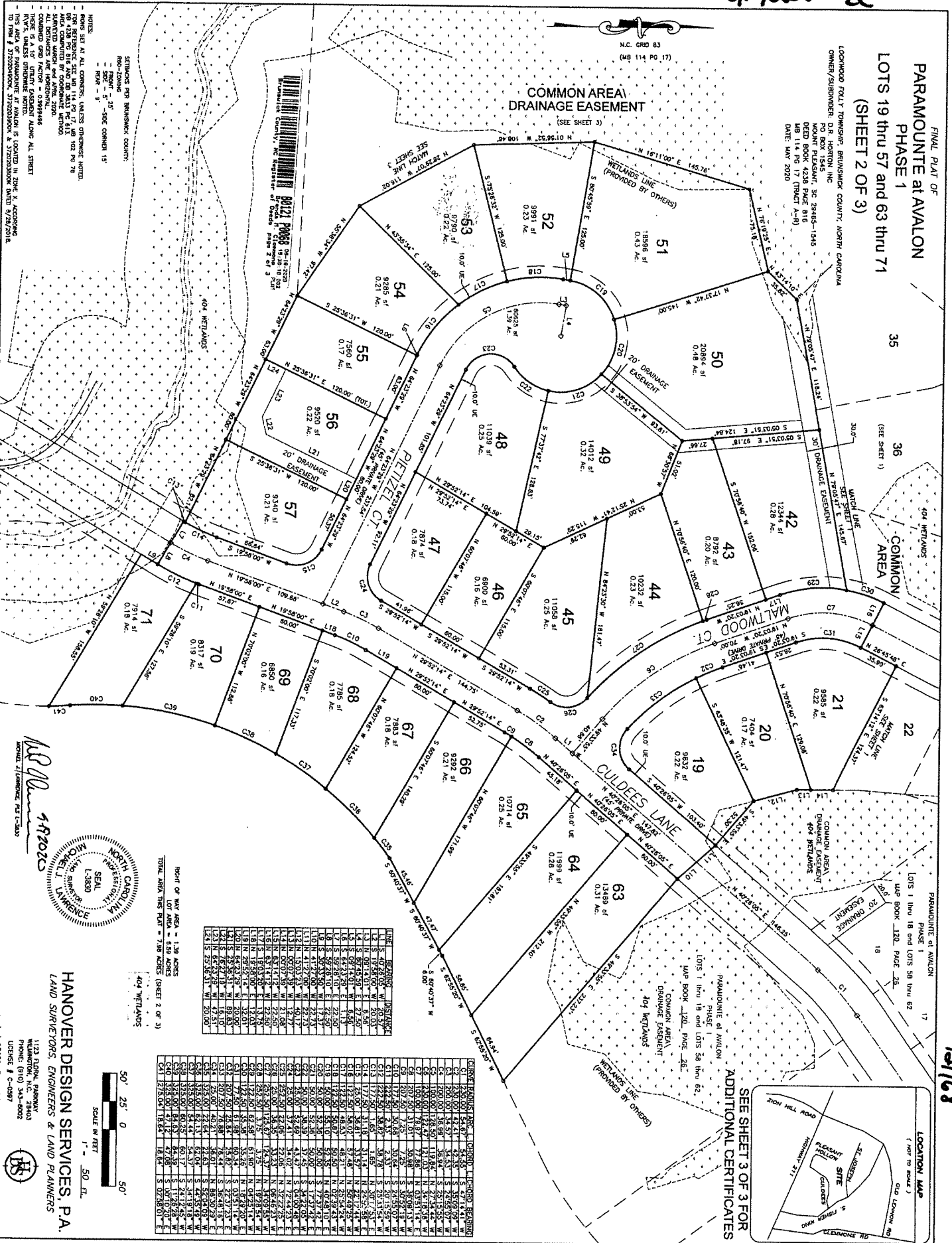


6/10/2020 LC

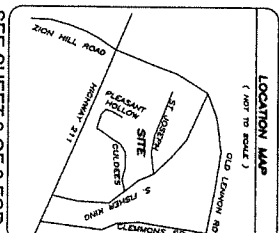
FINAL PLAT OF  
PARAMOUNTE at AVALON  
PHASE 1  
LOTS 19 thru 57 and 63 thru 71  
(SHEET 2 OF 3)

LOCONGRO FOLLY TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA  
OWNER/SUBDIVIDER: D.R. HORTON, INC.  
DEED BOOK 4238 PAGE 816  
MB 114 PG 17 (TRACT A-B)  
DATE: MAY 2020

COMMON AREA/  
DRAINAGE EASEMENT  
(SEE SHEET 3)



SEE SHEET 3 OF 3 FOR  
ADDITIONAL CERTIFICATES



LINE	BEARING	DISTANCE
1	N 10° 00' 00" E	1.00 AC.
2	S 89° 59' 59" W	0.22 AC.
3	N 10° 00' 00" E	1.00 AC.
4	S 89° 59' 59" W	0.22 AC.
5	N 10° 00' 00" E	1.00 AC.
6	S 89° 59' 59" W	0.22 AC.
7	N 10° 00' 00" E	1.00 AC.
8	S 89° 59' 59" W	0.22 AC.
9	N 10° 00' 00" E	1.00 AC.
10	S 89° 59' 59" W	0.22 AC.
11	N 10° 00' 00" E	1.00 AC.
12	S 89° 59' 59" W	0.22 AC.
13	N 10° 00' 00" E	1.00 AC.
14	S 89° 59' 59" W	0.22 AC.
15	N 10° 00' 00" E	1.00 AC.
16	S 89° 59' 59" W	0.22 AC.
17	N 10° 00' 00" E	1.00 AC.
18	S 89° 59' 59" W	0.22 AC.
19	N 10° 00' 00" E	1.00 AC.
20	S 89° 59' 59" W	0.22 AC.
21	N 10° 00' 00" E	1.00 AC.
22	S 89° 59' 59" W	0.22 AC.
23	N 10° 00' 00" E	1.00 AC.
24	S 89° 59' 59" W	0.22 AC.
25	N 10° 00' 00" E	1.00 AC.
26	S 89° 59' 59" W	0.22 AC.
27	N 10° 00' 00" E	1.00 AC.
28	S 89° 59' 59" W	0.22 AC.
29	N 10° 00' 00" E	1.00 AC.
30	S 89° 59' 59" W	0.22 AC.
31	N 10° 00' 00" E	1.00 AC.
32	S 89° 59' 59" W	0.22 AC.
33	N 10° 00' 00" E	1.00 AC.
34	S 89° 59' 59" W	0.22 AC.
35	N 10° 00' 00" E	1.00 AC.
36	S 89° 59' 59" W	0.22 AC.
37	N 10° 00' 00" E	1.00 AC.
38	S 89° 59' 59" W	0.22 AC.
39	N 10° 00' 00" E	1.00 AC.
40	S 89° 59' 59" W	0.22 AC.
41	N 10° 00' 00" E	1.00 AC.
42	S 89° 59' 59" W	0.22 AC.
43	N 10° 00' 00" E	1.00 AC.
44	S 89° 59' 59" W	0.22 AC.
45	N 10° 00' 00" E	1.00 AC.
46	S 89° 59' 59" W	0.22 AC.
47	N 10° 00' 00" E	1.00 AC.
48	S 89° 59' 59" W	0.22 AC.
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54	S 89° 59' 59" W	0.22 AC.
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56	S 89° 59' 59" W	0.22 AC.
57	N 10° 00' 00" E	1.00 AC.
63	N 10° 00' 00" E	1.00 AC.
64	S 89° 59' 59" W	0.22 AC.
65	N 10° 00' 00" E	1.00 AC.
66	S 89° 59' 59" W	0.22 AC.
67	N 10° 00' 00" E	1.00 AC.
68	S 89° 59' 59" W	0.22 AC.
69	N 10° 00' 00" E	1.00 AC.
70	S 89° 59' 59" W	0.22 AC.
71	N 10° 00' 00" E	1.00 AC.

LINE	BEARING	DISTANCE
1	N 10° 00' 00" E	1.00 AC.
2	S 89° 59' 59" W	0.22 AC.
3	N 10° 00' 00" E	1.00 AC.
4	S 89° 59' 59" W	0.22 AC.
5	N 10° 00' 00" E	1.00 AC.
6	S 89° 59' 59" W	0.22 AC.
7	N 10° 00' 00" E	1.00 AC.
8	S 89° 59' 59" W	0.22 AC.
9	N 10° 00' 00" E	1.00 AC.
10	S 89° 59' 59" W	0.22 AC.
11	N 10° 00' 00" E	1.00 AC.
12	S 89° 59' 59" W	0.22 AC.
13	N 10° 00' 00" E	1.00 AC.
14	S 89° 59' 59" W	0.22 AC.
15	N 10° 00' 00" E	1.00 AC.
16	S 89° 59' 59" W	0.22 AC.
17	N 10° 00' 00" E	1.00 AC.
18	S 89° 59' 59" W	0.22 AC.
19	N 10° 00' 00" E	1.00 AC.
20	S 89° 59' 59" W	0.22 AC.
21	N 10° 00' 00" E	1.00 AC.
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23	N 10° 00' 00" E	1.00 AC.
24	S 89° 59' 59" W	0.22 AC.
25	N 10° 00' 00" E	1.00 AC.
26	S 89° 59' 59" W	0.22 AC.
27	N 10° 00' 00" E	1.00 AC.
28	S 89° 59' 59" W	0.22 AC.
29	N 10° 00' 00" E	1.00 AC.
30	S 89° 59' 59" W	0.22 AC.
31	N 10° 00' 00" E	1.00 AC.
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33	N 10° 00' 00" E	1.00 AC.
34	S 89° 59' 59" W	0.22 AC.
35	N 10° 00' 00" E	1.00 AC.
36	S 89° 59' 59" W	0.22 AC.
37	N 10° 00' 00" E	1.00 AC.
38	S 89° 59' 59" W	0.22 AC.
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57	N 10° 00' 00" E	1.00 AC.
63	N 10° 00' 00" E	1.00 AC.
64	S 89° 59' 59" W	0.22 AC.
65	N 10° 00' 00" E	1.00 AC.
66	S 89° 59' 59" W	0.22 AC.
67	N 10° 00' 00" E	1.00 AC.
68	S 89° 59' 59" W	0.22 AC.
69	N 10° 00' 00" E	1.00 AC.
70	S 89° 59' 59" W	0.22 AC.
71	N 10° 00' 00" E	1.00 AC.

NOTES:  
1. SETBACKS PER BRUNSWICK COUNTY:  
- FRONT - 25'  
- SIDE - 5' - SIDE CORNER 15'  
- REAR - 5'  
2. FOR EASEMENTS, SEE SHEET 1 OF 3.  
3. FOR EASEMENTS, SEE SHEET 2 OF 3.  
4. FOR EASEMENTS, SEE SHEET 3 OF 3.  
5. FOR EASEMENTS, SEE SHEET 4 OF 3.  
6. FOR EASEMENTS, SEE SHEET 5 OF 3.  
7. FOR EASEMENTS, SEE SHEET 6 OF 3.  
8. FOR EASEMENTS, SEE SHEET 7 OF 3.  
9. FOR EASEMENTS, SEE SHEET 8 OF 3.  
10. FOR EASEMENTS, SEE SHEET 9 OF 3.  
11. FOR EASEMENTS, SEE SHEET 10 OF 3.  
12. FOR EASEMENTS, SEE SHEET 11 OF 3.  
13. FOR EASEMENTS, SEE SHEET 12 OF 3.  
14. FOR EASEMENTS, SEE SHEET 13 OF 3.  
15. FOR EASEMENTS, SEE SHEET 14 OF 3.  
16. FOR EASEMENTS, SEE SHEET 15 OF 3.  
17. FOR EASEMENTS, SEE SHEET 16 OF 3.  
18. FOR EASEMENTS, SEE SHEET 17 OF 3.  
19. FOR EASEMENTS, SEE SHEET 18 OF 3.  
20. FOR EASEMENTS, SEE SHEET 19 OF 3.  
21. FOR EASEMENTS, SEE SHEET 20 OF 3.  
22. FOR EASEMENTS, SEE SHEET 21 OF 3.  
23. FOR EASEMENTS, SEE SHEET 22 OF 3.  
24. FOR EASEMENTS, SEE SHEET 23 OF 3.  
25. FOR EASEMENTS, SEE SHEET 24 OF 3.  
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27. FOR EASEMENTS, SEE SHEET 26 OF 3.  
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29. FOR EASEMENTS, SEE SHEET 28 OF 3.  
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33. FOR EASEMENTS, SEE SHEET 32 OF 3.  
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50. FOR EASEMENTS, SEE SHEET 49 OF 3.  
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53. FOR EASEMENTS, SEE SHEET 52 OF 3.  
54. FOR EASEMENTS, SEE SHEET 53 OF 3.  
55. FOR EASEMENTS, SEE SHEET 54 OF 3.  
56. FOR EASEMENTS, SEE SHEET 55 OF 3.  
57. FOR EASEMENTS, SEE SHEET 56 OF 3.  
63. FOR EASEMENTS, SEE SHEET 63 OF 3.  
64. FOR EASEMENTS, SEE SHEET 64 OF 3.  
65. FOR EASEMENTS, SEE SHEET 65 OF 3.  
66. FOR EASEMENTS, SEE SHEET 66 OF 3.  
67. FOR EASEMENTS, SEE SHEET 67 OF 3.  
68. FOR EASEMENTS, SEE SHEET 68 OF 3.  
69. FOR EASEMENTS, SEE SHEET 69 OF 3.  
70. FOR EASEMENTS, SEE SHEET 70 OF 3.  
71. FOR EASEMENTS, SEE SHEET 71 OF 3.

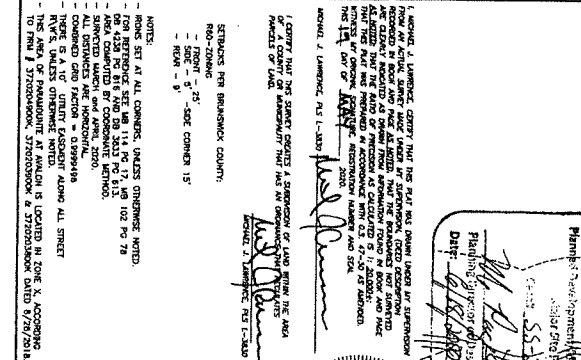
HANOVER DESIGN SERVICES, P.A.  
LAND SURVEYORS, ENGINEERS & LAND PLANNERS  
1123 BROADWAY  
WILMINGTON, NC 28403  
PHONE: (910) 343-0002  
LICENSE # C-0097  
Project 15128-final plat-sheet 5

OWNER/SUBOWNER: D.R. HORTON INC.  
PO BOX 200  
MOUNT PLEASANT, SC 29465-1544  
DEED BOOK 4238 PAGE 816  
MB 114 PO 17 (MOACT A-R)  
DATE: MAY 2020

**00121 P0659** 06-18-2020  
Bonds in Clemmons, PA  
Bonds in Clemmons, PA  
Bonds in Clemmons, PA

COMMON AREA  
THE RESERVE AT  
PALMETO CREEK  
SECTION 1  
MC. 35 PG. 48

1. W. Hayes REVIEW OFFICER OF BRUNSWICK COUNTY  
CERTIFY THAT THE LAD OR P.M.A. TO WHICH THIS CERTIFICATION  
IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
6/18/200 W. Hayes  
DATE REVIEW OFFICER

[illegible][illegible]

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

## AFFIDAVIT

D.R. Horton, Inc., a Delaware corporation, with an office and place of business in Brunswick County, North Carolina hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain properties located in Supply, Brunswick County, North Carolina, known as "Paramounte at Avalon Phase 1", containing lots numbered 19 thru 57 and 63 thru 71, and "Paramount at Avalon Phase 2", containing lots 72 thru 99, as more particular described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of ways property hereinafter described and referenced:

All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book ~~121~~ <sup>121</sup> at Page(s) ~~63-64~~ <sup>67-69</sup> of the Brunswick County Register of Deeds, being those designated as "Paramounte at Avalon Phase 1" which includes the streets:

“Maltwood Court”, “Murre Court”, “Pietizel Court”, and “Culdees Lane” and covers lots 19 thru 57 and 63 thru 71; and as “Paramount at Avalon Phase 2” which includes the streets: “Culdees Lane” and “Pleasant Hollow Court” and covers lots 72 thru 99; and which is incorporated herein by reference as if set forth fully within. A copy of the above-referenced map is attached hereto as Exhibit A.

All of the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 27<sup>th</sup> day of April, 2020.

Elizabeth Shelton

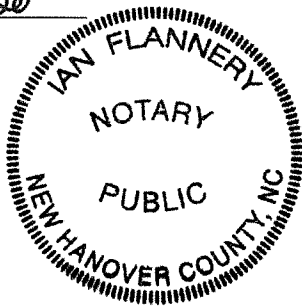
By: Elizabeth Shelton, Vice President

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Elizabeth Shelton.

Date: 04/27/2020



Ian Flannery  
Signature of Notary Public

IAN FLANNERY  
Printed Name of Notary Public

My commission expires April 27<sup>th</sup>, 2020





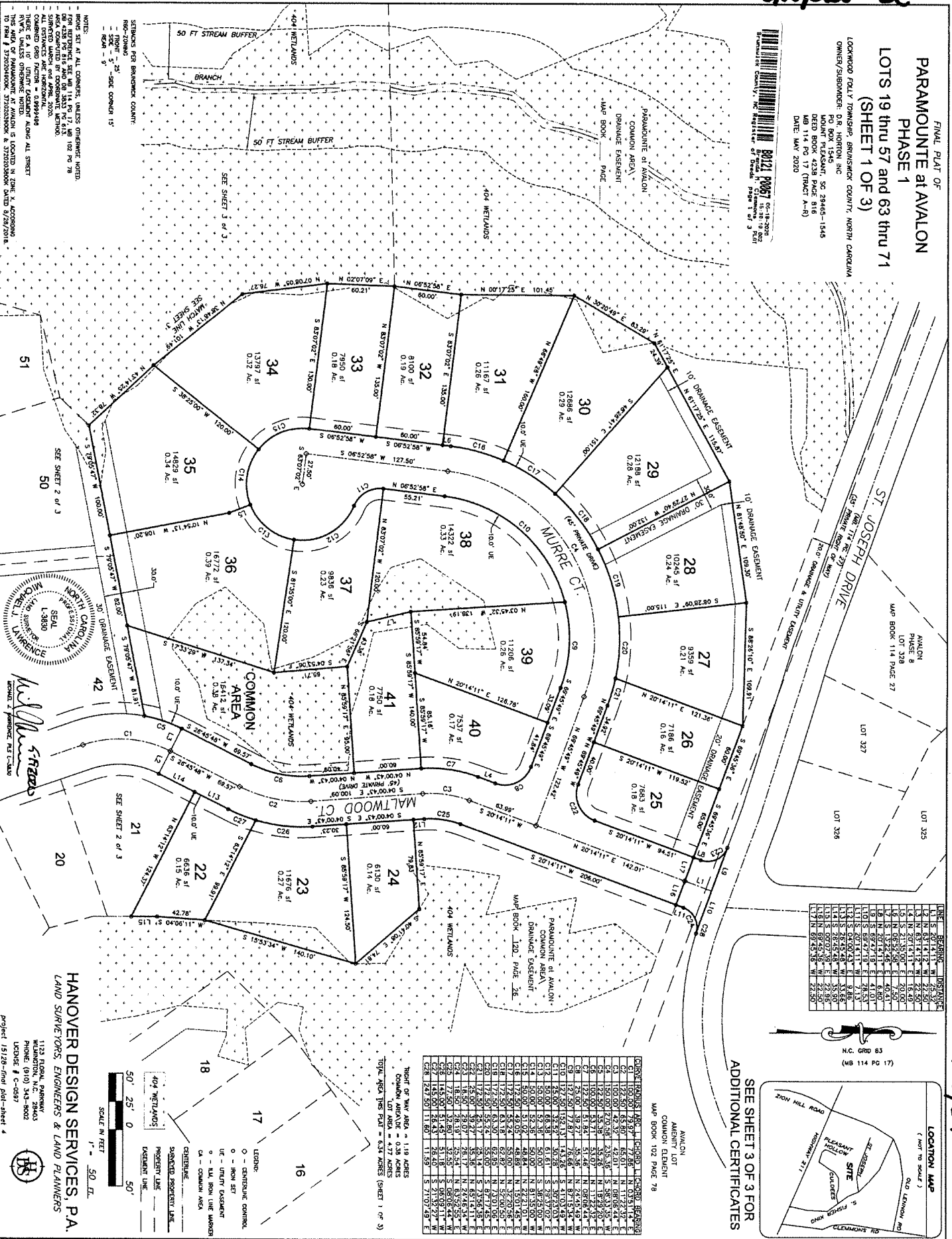


418/200 LC

FINAL PLAT OF  
PARAMOUNTE at AVALON  
PHASE 1  
LOTS 19 thru 57 and 63 thru 71  
(SHEET 1 OF 3)

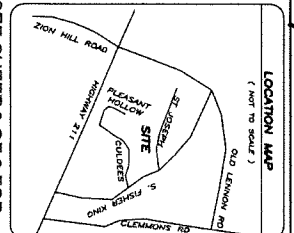
LOCKWOOD HOLLY TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA  
OWNER/SUBOWNER: D.R. HORTON, INC.  
MAP BOOK 114 PAGE 78  
DEED BOOK 4238 PAGE 816  
DATE: MAY 2020

60121 P0067  
Brunswick County, NC Register of Deeds  
SHEETS 1 OF 3



LINE	BEARING	DISTANCE
1	N 0°14'11" E	121.35'
2	S 89°53'34" E	45.00'
3	N 0°14'11" E	121.35'
4	S 89°53'34" E	45.00'
5	N 0°14'11" E	121.35'
6	S 89°53'34" E	45.00'
7	N 0°14'11" E	121.35'
8	S 89°53'34" E	45.00'
9	N 0°14'11" E	121.35'
10	S 89°53'34" E	45.00'
11	N 0°14'11" E	121.35'
12	S 89°53'34" E	45.00'
13	N 0°14'11" E	121.35'
14	S 89°53'34" E	45.00'
15	N 0°14'11" E	121.35'
16	S 89°53'34" E	45.00'
17	N 0°14'11" E	121.35'
18	S 89°53'34" E	45.00'
19	N 0°14'11" E	121.35'
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22	S 89°53'34" E	45.00'
23	N 0°14'11" E	121.35'
24	S 89°53'34" E	45.00'
25	N 0°14'11" E	121.35'
26	S 89°53'34" E	45.00'
27	N 0°14'11" E	121.35'
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29	N 0°14'11" E	121.35'
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31	N 0°14'11" E	121.35'
32	S 89°53'34" E	45.00'
33	N 0°14'11" E	121.35'
34	S 89°53'34" E	45.00'
35	N 0°14'11" E	121.35'
36	S 89°53'34" E	45.00'
37	N 0°14'11" E	121.35'
38	S 89°53'34" E	45.00'
39	N 0°14'11" E	121.35'
40	S 89°53'34" E	45.00'
41	N 0°14'11" E	121.35'
42	S 89°53'34" E	45.00'
43	N 0°14'11" E	121.35'
44	S 89°53'34" E	45.00'
45	N 0°14'11" E	121.35'
46	S 89°53'34" E	45.00'
47	N 0°14'11" E	121.35'
48	S 89°53'34" E	45.00'
49	N 0°14'11" E	121.35'
50	S 89°53'34" E	45.00'
51	N 0°14'11" E	121.35'
52	S 89°53'34" E	45.00'
53	N 0°14'11" E	121.35'
54	S 89°53'34" E	45.00'
55	N 0°14'11" E	121.35'
56	S 89°53'34" E	45.00'
57	N 0°14'11" E	121.35'
58	S 89°53'34" E	45.00'
59	N 0°14'11" E	121.35'
60	S 89°53'34" E	45.00'
61	N 0°14'11" E	121.35'
62	S 89°53'34" E	45.00'
63	N 0°14'11" E	121.35'
64	S 89°53'34" E	45.00'
65	N 0°14'11" E	121.35'
66	S 89°53'34" E	45.00'
67	N 0°14'11" E	121.35'
68	S 89°53'34" E	45.00'
69	N 0°14'11" E	121.35'
70	S 89°53'34" E	45.00'
71	N 0°14'11" E	121.35'

SEE SHEET 3 OF 3 FOR  
ADDITIONAL CERTIFICATES



LOT	AREA (AC)	AREA (SQ FT)
19	0.26	1800
20	0.26	1800
21	0.26	1800
22	0.26	1800
23	0.26	1800
24	0.26	1800
25	0.26	1800
26	0.26	1800
27	0.26	1800
28	0.26	1800
29	0.26	1800
30	0.26	1800
31	0.26	1800
32	0.26	1800
33	0.26	1800
34	0.26	1800
35	0.26	1800
36	0.26	1800
37	0.26	1800
38	0.26	1800
39	0.26	1800
40	0.26	1800
41	0.26	1800
42	0.26	1800
43	0.26	1800
44	0.26	1800
45	0.26	1800
46	0.26	1800
47	0.26	1800
48	0.26	1800
49	0.26	1800
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51	0.26	1800
52	0.26	1800
53	0.26	1800
54	0.26	1800
55	0.26	1800
56	0.26	1800
57	0.26	1800
63	0.26	1800
64	0.26	1800
65	0.26	1800
66	0.26	1800
67	0.26	1800
68	0.26	1800
69	0.26	1800
70	0.26	1800
71	0.26	1800

HANOVER DESIGN SERVICES, P.A.  
LAND SURVEYORS, ENGINEERS & LAND PLANNERS  
1123 FLORENCE PARKWAY  
HANOVER, N.C. 28040  
PHONE: 704.781.1100  
FAX: 704.781.1102  
LICENSE # C-00597

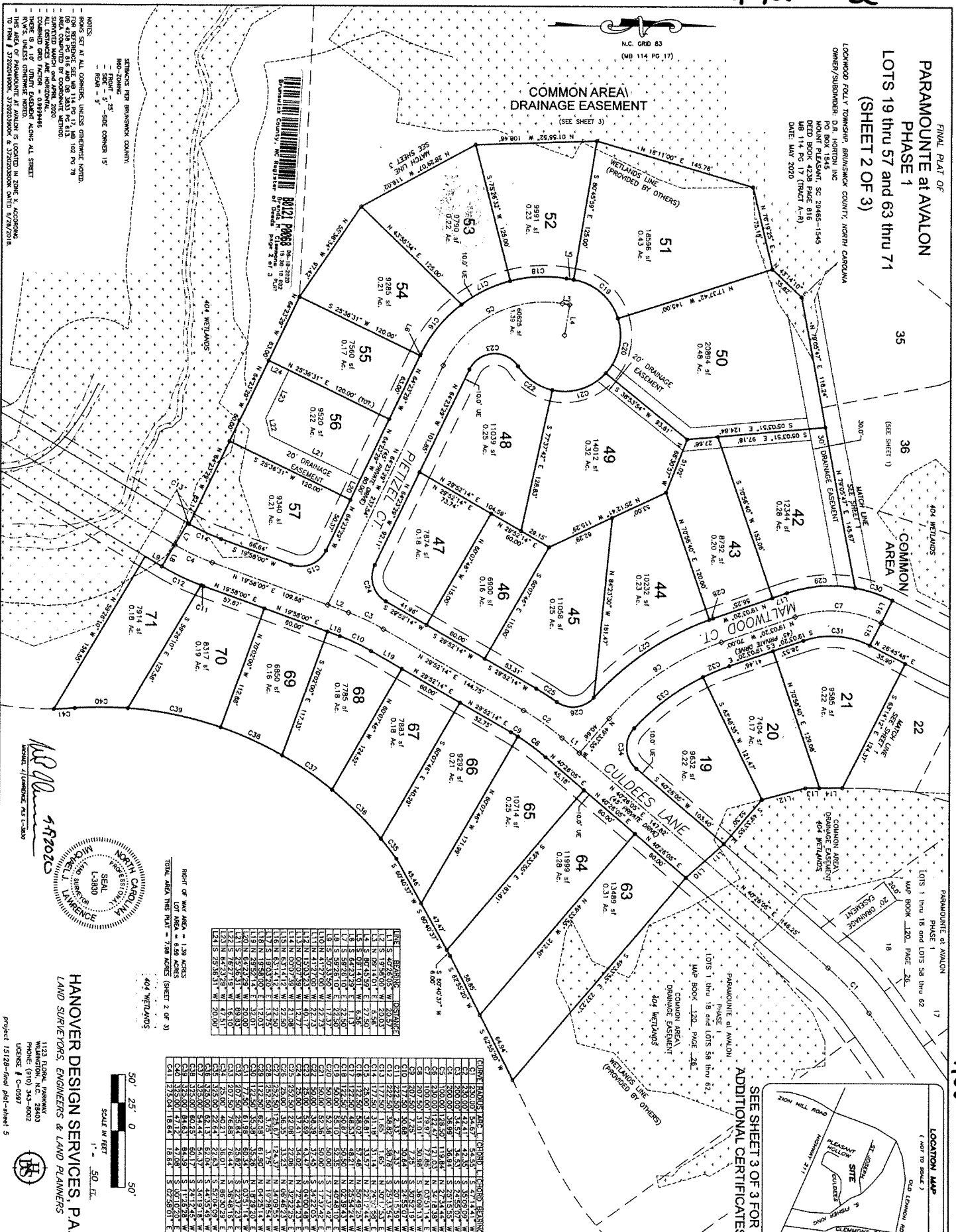


6/18/2020 LC

FINAL PLAT OF  
PARAMOUNTE AT AVALON  
PHASE 1  
LOTS 19 thru 57 and 63 thru 71  
(SHEET 2 OF 3)

LOCHWOOD TOLLY TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA  
OWNER/SUBOWNER: D.R. HORTON INC.  
DEED BOOK 4238 PAGE 616  
MB 114 PG 17 (TRACT A-R)  
DATE: MAY 2020

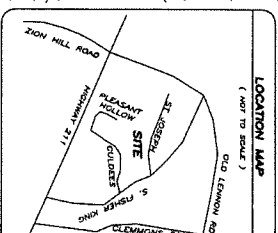
COMMON AREA/  
DRAINAGE EASEMENT  
(SEE SHEET 3)



COMMON  
AREA  
(SEE SHEET 1)

PARAMOUNTE AT AVALON  
PHASE 1  
LOTS 1 thru 18 and 58 thru 62  
MAP BOOK 120, PAGE 28

SEE SHEET 3 OF 3 FOR  
ADDITIONAL CERTIFICATES



LOT	ACREAGE	BEARING	DISTANCE
19	0.23	S 89°43'37\"	W 112.00'
20	0.17	S 89°43'37\"	W 112.00'
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HANOVER DESIGN SERVICES, P.A.  
LAND SURVEYORS, ENGINEERS & LAND PLANNERS  
1123 FLORENCE PARKWAY  
WILMINGTON, N.C. 28403  
PHONE: (910) 343-0002  
FAX: (910) 343-0002  
LICENSE: S-00007



NOTES:  
1. THIS PLAT OF PARAMOUNTE AT AVALON IS LOCATED IN ZONE 7, ACCORDING TO THE 2011 NAD 83 DATUM.  
2. THE TOTAL AREA OF THIS PLAT IS 7.78 ACRES (SHEET 2 OF 3).  
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**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**July 6, 2020**

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

**From:**  
Julie Miller

District Attorney - Communities In Schools Agreement

**Issue/Action Requested:**

Request that the Board of Commissioners approve the annual Independent Contractor Agreement with Communities in Schools for Teen Court and other program services in the amount of \$35,000.

**Background/Purpose of Request:**

Communities in Schools provides an alternative justice system that encourages youth to take responsibility for their actions and correct their mistakes in partnership with the Brunswick County District Attorney's Office. Services not to exceed \$35,000 for FY21.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the annual Independent Contractor Agreement with Communities in Schools for Teen Court and other program services in the amount of \$35,000.

**ATTACHMENTS:**

Description

- ▣ 20200706 - Attach Communities in Schools FY21 Agreement

**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Communities In Schools of Brunswick County, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
- 3. Scope of Services.**
  - a. Agency will provide peer and teen court services, more specifically an alternative justice system which encourages youth to take responsibility for their actions and correct their mistakes, in partnership with the Brunswick County District Attorney’s Office (hereinafter the “Services”). The Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

- b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the Services.

#### **4. Funding.**

- a. The County agrees to appropriate for the provision of Services the maximum sum of \$35,000.00. Funds will be paid by County to Agency upon receipt of an invoice and an accounting of expenditures. All funds appropriated shall be used solely for the provision of Services.
- b. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Reporting.**

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency's performance measures. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

#### **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or
  - ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or

- iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform the Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.
  - c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.
  - d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

## **7. Agency Representations.**

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Agency to enter into and perform its obligations under this Agreement;
- d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
- e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
- f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will

ensure that such credentials remain current and active and not in a state of suspension or revocation.

**8. Insurance.** Agency shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

**9. Workers' Compensation.** To the extent required by law, Agency shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

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

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

**12. E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and



Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.

- 13. Relationship of the Parties.** The parties agree that Agency shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.
- 14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.
- 15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
- 16. Assignment.** Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.
- 17. Confidential Information.** For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

**18. Indemnification.** Agency shall defend, indemnify and hold harmless the County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the County or which the County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

**19. Non-Discrimination.** Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in

part by the County, and Agency may be declared ineligible for further County agreements.

## 20. Notices.

- a. **Delivery of Notices.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **Effective Date of Notices.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

- ii. For the Agency: Communities In Schools, Inc.  
3148 George II Hwy Unit 2  
Southport, NC 28461

**21. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**22. Governing Law.** This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

- 23. Dispute Resolution.** Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
- 24. Governmental Immunity.** County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
- 25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.
- 26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

[SEAL]

**COMMUNITIES IN SCHOOLS OF  
BRUNSWICK COUNTY, INC.**

DocuSigned by:  
By: Bonnie Jordan  
9D36DFA6CD7D499...

Printed Name: Bonnie Jordan

Title: Executive Director

Date: 6/19/2020

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

DocuSigned by:  
Julie A. Miller  
02299718CD1D4B2...  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

**APPROVED AS TO FORM**

DocuSigned by:  
Robert V. Shaver, Jr.  
3876116C7740448  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney



## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**July 6, 2020**

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

**From:** Engineering - Boiling Spring Lakes Sewer Master Plan - WK  
Wm. L. Pinnix, P.E. - Engineering Director Dickson Additional Services

#### **Issue/Action Requested:**

Request that the Board of Commissioners approve additional engineering services with W K Dickson related to the City of Boiling Spring Lakes Sewer Master Plan in the amount of \$33,000.

#### **Background/Purpose of Request:**

The City of Boiling Spring Lakes Sewer Master Plan was recently completed by Carter Hubbard, P.E., of W. K. Dickson Engineering Consultants. The sewer master plan was presented to the Board of Commissioners at the May 4th meeting. Mr. Hubbard then presented the sewer master plan to the City Council at their May 19th meeting.

The master plan is a detailed blueprint for how to install a low pressure sewer collection and transmission system throughout the city as well as required upgrades to existing sewer pump stations and transmission force mains. Cost estimates are also included in the plan for sewer collection, pumping, and transmission infrastructure.

The city has requested additional information from the county about a future Sewer Assessment District (SAD) project and the associated cost per parcel. One significant cost driver of a construction project would be the needed transmission system upgrades required per the master plan. Items that need additional engineering analysis to determine project cost impacts that were beyond the scope of the initial master plan work are:

Work with city staff to evaluate parcels that may be unbuildable due to wetlands, red cockaded woodpecker restrictions, or conservation easements - removal of unbuildable lots could reduce the overall cost of a sewer system and /or allowed for phased upgrades of the sewer transmission system

Evaluate further the available capacity and needed upgrades to the two existing sewer pump station in Boiling Spring Lakes to determine how much the planned sewer collection system could be expanded before transmission system upgrades are needed

Perform additional hydraulic modeling of the existing 8- and 12- inch transmission force mains from the sewer pump station on Cougar Drive to its connection point to the county 16-inch transmission force main on Hwy 211 - this modeling will be done using the maximum pumping velocity of 8 ft / sec in the main as permitted by NCDEQ- DWQ regulations

Evaluate actual water usage in the city and compare with the NCDEQ-DWQ flow allocation of 210 GPD / 3BR residence to determine if actual water usage could alleviate the need for immediate transmission system upgrades

Evaluate by hydraulic modeling the rerouting of the transmission force main from Boiling Spring Lakes that

comes down River Road to the new Long Beach Road SE to connect to the new sewer pump station at the Southport Crossings shopping center. This could potentially allow the flow in the existing sewer transmission main to be increased and delay the need for transmission system upgrades

Analyze what percentage of the city, based upon the aforementioned analysis, could have a sewer system installed before the first phased transmission system upgrade is needed

Analyze how a delay in the NCDOT widening of the Hwy 211 corridor along with a delay in the associated upsizing of the existing county 16-inch transmission force main on Hwy 211 will impact the installation of a citywide sewer system and the needed transmission system upgrades

Summarize the findings of this additional analysis in a draft technical memorandum and discuss with county engineering and utilities staff. The final technical memorandum will be an addendum to the recently completed sewer master plan.

Based upon a request by the county Director of Engineering and the county Director of Public Utilities the consultant has submitted an Additional Services request in the amount of \$33,000. County staff recommend Board of Commissioner approval of the additional engineering work and fee.

**Fiscal Impact:**

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Funding available in Sewer Professional Services

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Approved and executed waiting for meeting approval.

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve additional engineering services with W K Dickson related to the City of Boiling Spring Lakes Sewer Master Plan in the amount of \$33,000.

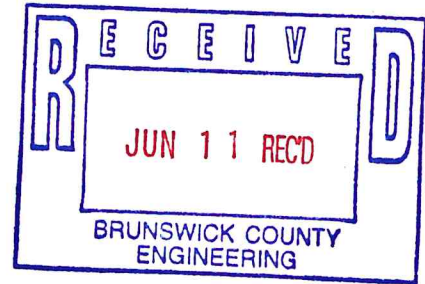
**ATTACHMENTS:**

Description

- ❑ WK Dickson Addt Svcs\_BSL Sewer Master Plan\_Attach (1)
- ❑ City of BSL Sewer Letter 06032020 \_Attach (2)
- ❑ Amendment to Professional Services Agreement



June 11, 2020



Mr. William Pinnix, P.E.  
Brunswick County Engineering Services  
75 Courthouse Drive NE, Building I  
PO Box 249  
Bolivia, NC 28422

**RE: City of Boiling Spring Lakes Sewer Master Plan  
Additional Services  
WKD Project Number 20190265.00.WL**

Dear Mr. Pinnix:

WK Dickson is providing this proposed contract amendment to the current contract with Brunswick County for the City of Boiling Spring Lakes Sewer Master Plan dated June 18, 2019. Additional services have been requested to provide additional modeling and analysis to provide information on whether the transmission system upgrades can be phased, possibly lowering special assessment district costs, and determining a reasonable percentage of the city lots that could be served by the existing transmission system.

CONSULTANT shall provide additional services as set forth below:

**A2.01 Additional Services**

1. CONSULTANT shall evaluate whether parcels in the planning area cannot obtain a building permit due to red-cockaded woodpecker restrictions, wetlands, and/or conservation easement limitations. CONSULTANT will work with the City staff to determine the criteria that classifying parcels as unbuildable. CONSULTANT will review available natural resource data and utilize GIS tools in a desktop manner to determine parcels that have potential red-cockaded woodpecker designated cluster and foraging partition areas and wetland limitations for building. A wetland scientist will perform a select subsampling of the area to ground truth the GIS data. A GPS/ArcCollector will be used to create field maps of 10 to 20 parcels in portions of the proposed wastewater collection system areas. The results and data collected will be compiled for use in GIS analysis. The Wastewater Collection System Master Plan will be updated to account for lots that are determined to be unbuildable.

300 N. Third Street, Suite 301  
Wilmington, NC 28401  
Tel. 910.762.4200  
www.wkdickson.com

Aviation • Water Resources • Community Development • Energy



2. CONSULTANT will evaluate the need to upgrade the existing Northside Pump Station (PS) and force main (FM) from the Northside PS to the Transmission PS station on Cougar Drive. The existing capacity of the Northside PS and FM will be evaluated to determine how much of the planned sewer collection system can be expanded before upgrades are needed and the potential for phasing the transmission upgrades.
3. CONSULTANT will evaluate the capacity of the existing transmission FM to the Rivermist PS at a maximum pumping velocity of 8 ft/sec. The flow capacity at higher pumping velocity will be determined.
4. CONSULTANT will evaluate the existing water usage in the City and compare to the wastewater capacity of 210 gallons per day as per the Brunswick County NCDEQ-DWQ flow allocation. The actual water records average residential usage per day will be analyzed to determine whether transmission system upgrades could be constructed in a future phase.
5. CONSULTANT will evaluate by hydraulic modeling the rerouting of the transmission FM down Long Beach Road SE from River Road SE to the gravity system at the new Southport Crossing PS (see Exhibit 1 attached). This scenario will be evaluated to determine whether the City of Boiling Spring Lakes transmission system flow through the existing FM can be increased and whether the cost of the transmission FM upgrades can be reduced or phased.
6. CONSULTANT will use the results of the analysis mentioned above to determine what percentage of the City of Boiling Spring Lakes could be served by the proposed wastewater collection system with a future phase for upgrades to the transmission system.
7. CONSULTANT will review previous modeling reports on the Regional Wastewater Transmission System to determine whether a delay of the NCDOT widening of Highway 211 with the associated FM upgrades to the existing 16-inch transmission FM on Highway 211 to the West Brunswick Water Reclamation Facility could impact the City of Boiling Spring Lakes Wastewater Collection System if delayed.
8. CONSULTANT will summarize the results of the evaluations mentioned here in with a draft technical memorandum. The results will be presented and discussed with County staff. A final technical memorandum will be provided.

The basis of compensation for the additional services is based on a cost-plus basis utilizing the CONSULTANT's standard unit rates. The compensation and duration for these additional services shall be as follows:

Task	Fee	Duration
Evaluation of Additional Service Items	\$26,725	45 days
Technical Memorandum	\$6,275	15 days
<b>Additional Services Total</b>	<b>\$33,000</b>	<b>60 days</b>

Mr. Pinnix  
June 11, 2020  
Page 3

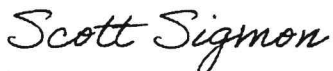
We appreciate the opportunity to provide you this contract amendment and look forward to our continued relationship with Brunswick County. Should you have any questions or require further clarification, please do not hesitate to contact us.

Sincerely,

W. K. Dickson & Co., Inc.



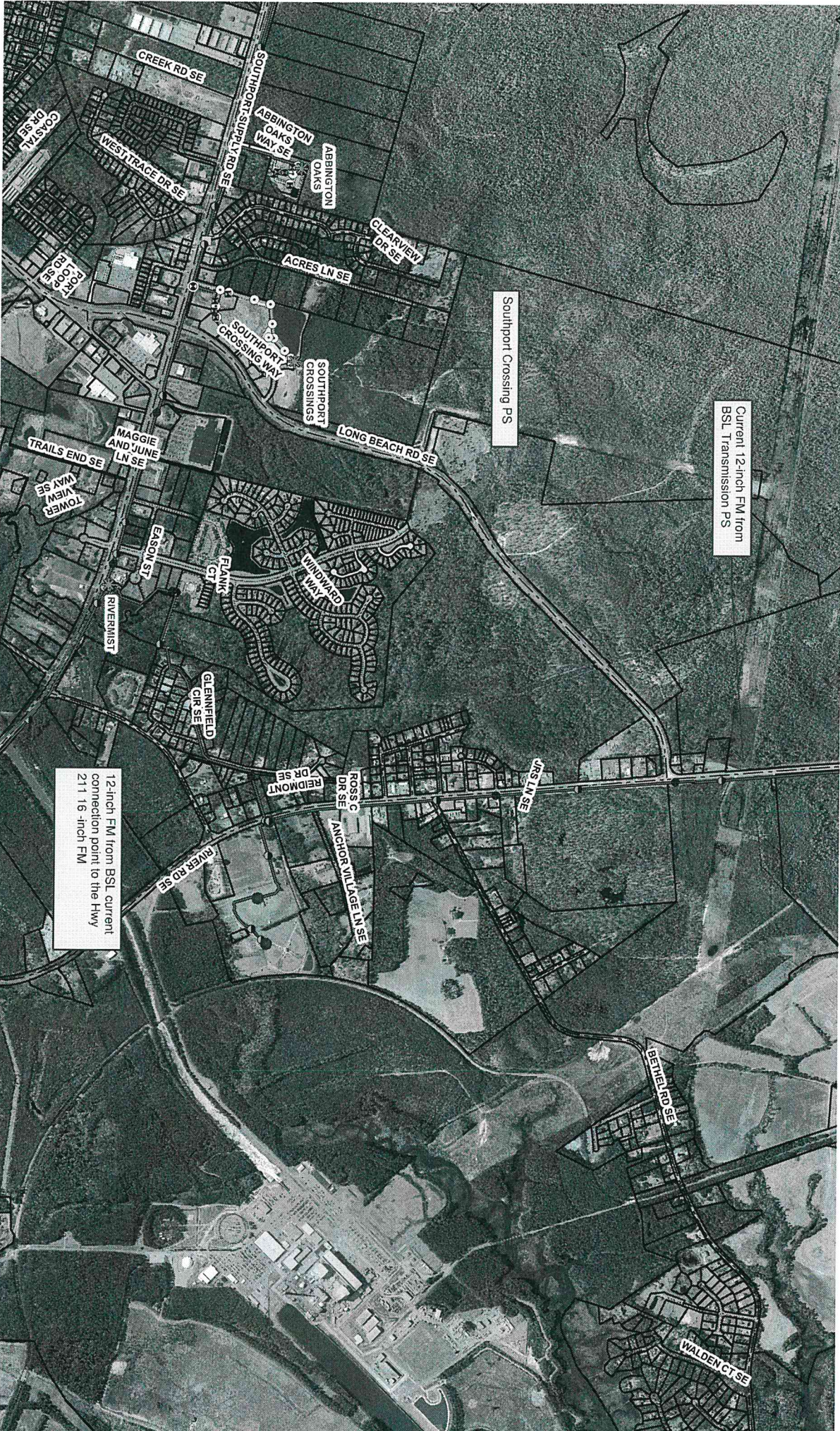
T. Carter Hubbard, P.E.  
Project Manager



Scott Sigmon, PE  
Vice President

Enclosures: As noted





Southport Crossing PS

Current 12-inch FM from  
BSL Transmission PS

12-inch FM from BSL current  
connection point to the Hwy  
211 16-inch FM



ATTACHMENT C

**W.K. DICKSON & CO., INC.  
2019 RATE SCHEDULE**

**LABOR**

**2019**

Principal	\$ 215.00/hr.
Senior Consultant	\$ 198.00/hr.
Senior Project Manager	\$ 190.00/hr.
Project Manager	\$ 168.00/hr.
Senior Project Engineer	\$ 158.00/hr.
Project Engineer	\$ 140.00/hr.
Senior Scientist	\$ 135.00/hr.
Scientist	\$ 120.00/hr.
Landscape Architect	\$ 175.00/hr.
Staff Landscape Architect	\$ 135.00/hr.
Senior Planner	\$ 165.00/hr.
Planner	\$ 130.00/hr.
Senior Civil Designer	\$ 130.00/hr.
Civil Designer	\$ 120.00/hr.
Senior Technician	\$ 115.00/hr.
Technician	\$ 100.00/hr.
Senior GIS Analyst	\$ 130.00/hr.
GIS Analyst	\$ 110.00/hr.
GIS Technician	\$ 100.00/hr.
Field Survey Party (1 - person)	\$ 90.00/hr.
Field Survey Party (2 - person)	\$ 145.00/hr.
Professional Land Surveyor	\$ 160.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 100.00/hr.
Project Administrator	\$ 70.00/hr.

**EXPENSES**

Reproductions	Cost
Mileage	IRS Rate (currently \$0.58/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2019. WK Dickson reserves the right to revise to reflect inflationary increases.



## ***City of Boiling Spring Lakes***

**9 East Boiling Spring Road  
Boiling Spring Lakes, NC 28461**

---

910.363.0025 • Fax: 910.363.0029 • E-mail: [mayorcaster@cityofbsl.org](mailto:mayorcaster@cityofbsl.org) • Web page: [www.cityofbsl.org](http://www.cityofbsl.org)

June 3, 2020

Mr. Richard Woodruff  
County Administrator  
Brunswick County Government  
30 Government Center Drive  
David R. Sandifer Building – 3<sup>rd</sup> Floor  
Bolivia, NC 28422

Re: Special Assessment District Terms & Conditions

Dear Mr. Woodruff:

First and foremost, on behalf of the Board of Commissioners of the City of Boiling Spring Lakes I would like to thank you and the Board of Commissioners for funding and completing the Wastewater Master Plan – City of Boiling Spring Lakes performed by W.K. Dickson Co. Inc. The information contained in the report was both extremely informative and concise and after the presentation by T. Carter Hubbard, P.E. on May 19, 2020 has led this Board of Commissioners to further inquire about next steps to bringing citywide sewer to our city.

A critical component to our consideration will be the cost to our residents and property owners for this critical public health service. At this juncture, the most equitable way for any extension would be the creation of a county special assessment district to cover the cost for installation.

To assist us in whether to formally request this option to the County Board of Commissioners, we respectfully request you consider the following and provide feedback to the City to further refine any special assessment district costs:

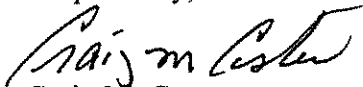
1. Would the Board of Commissioners agree to a waiver period for sewer capital recovery fees and/or sewer transmission capital recovery fees for existing homeowners willing to connect to the sewer system within a designated time period?
2. Would the Board of Commissioners consent to a recommendation by the BSL Board to include grinder pump costs in the assessment?
3. Would the transmission force main be included in the assessment cost?

Page Two  
Mr. Richard Woodruff  
June 3, 2020

Our goal is to achieve a per lot cost that our residents can afford when sewer is made available to them. The plan identifies the per lot cost with current connection fees to be in the \$ 15,000 per lot range. That is, in our opinion, much too high for our residents to be burdened with in this current economic climate. By your consideration and response to the above questions, it is our hope for that cost to be reduced to a more economical figure.

If you have any questions concerning this request, please do not hesitate to contact City Manager Jeff Repp or me. The City looks forward to working with the County on this endeavor.

Respectfully,

A handwritten signature in black ink, appearing to read "Craig M. Caster". The signature is fluid and cursive, with the first name "Craig" being the most prominent.

Craig M. Caster  
Mayor

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement (the "Amendment") is made and entered into this the 6th day of July, 2020, by and between Brunswick County (hereinafter referred to as "County" or "Owner") and W.K. Dickson & Co., Inc. (hereinafter referred to as "Provider" or "Engineer").

**WITNESSETH:**

WHEREAS, County and Provider entered into a Professional Services Agreement (the "Agreement") effective June 18, 2019 for the development of a Sewer Master Plan for the City of Boiling Spring Lakes; and

WHEREAS, County and Provider wish to amend the Agreement to expand the Scope of Services to include additional modeling and analysis as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby modified to include those services and fees as set forth on the Proposal letter from Provider dated June 11, 2020, attached hereto as Exhibit A and incorporated herein by reference.

2. Except as otherwise amended herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Amendment by their duly authorized representatives.

ATTEST:

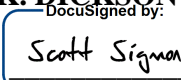
**BRUNSWICK COUNTY**

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

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

[SEAL]

**W.K. DICKSON & CO., INC.**

By:  \_\_\_\_\_  
A61C783C8E9646A...

Printed Name: Scott Sigmon, P.E.

Title: Vice President

Date: 6/18/2020  
\_\_\_\_\_

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

DocuSigned by:

*Julie A. Miller*

Julie A. Miller, Finance Director  
Brunswick County, NC

APPROVED AS TO FORM

DocuSigned by:

*Bryan W. Batton*

Bryan W. Batton, Assistant County Attorney  
Brunswick County, NC



**EXHIBIT A**  
**PROPOSAL**



June 11, 2020

Mr. William Pinnix, P.E.  
Brunswick County Engineering Services  
75 Courthouse Drive NE, Building I  
PO Box 249  
Bolivia, NC 28422

**RE: City of Boiling Spring Lakes Sewer Master Plan  
Additional Services  
WKD Project Number 20190265.00.WL**

Dear Mr. Pinnix:

WK Dickson is providing this proposed contract amendment to the current contract with Brunswick County for the City of Boiling Spring Lakes Sewer Master Plan dated June 18, 2019. Additional services have been requested to provide additional modeling and analysis to provide information on whether the transmission system upgrades can be phased, possibly lowering special assessment district costs, and determining a reasonable percentage of the city lots that could be served by the existing transmission system.

CONSULTANT shall provide additional services as set forth below:

**A2.01 Additional Services**

1. CONSULTANT shall evaluate whether parcels in the planning area cannot obtain a building permit due to red-cockaded woodpecker restrictions, wetlands, and/or conservation easement limitations. CONSULTANT will work with the City staff to determine the criteria that classifying parcels as unbuildable. CONSULTANT will review available natural resource data and utilize GIS tools in a desktop manner to determine parcels that have potential red-cockaded woodpecker designated cluster and foraging partition areas and wetland limitations for building. A wetland scientist will perform a select subsampling of the area to ground truth the GIS data. A GPS/ArcCollector will be used to create field maps of 10 to 20 parcels in portions of the proposed wastewater collection system areas. The results and data collected will be compiled for use in GIS analysis. The Wastewater Collection System Master Plan will be updated to account for lots that are determined to be unbuildable.

300 N. Third Street, Suite 301  
Wilmington, NC 28401  
Tel. 910.762.4200  
www.wkdickson.com

Aviation • Water Resources • Community Development • Energy

Mr. Pinnix  
June 11, 2020  
Page 2

2. CONSULTANT will evaluate the need to upgrade the existing Northside Pump Station (PS) and force main (FM) from the Northside PS to the Transmission PS station on Cougar Drive. The existing capacity of the Northside PS and FM will be evaluated to determine how much of the planned sewer collection system can be expanded before upgrades are needed and the potential for phasing the transmission upgrades.
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5. CONSULTANT will evaluate by hydraulic modeling the rerouting of the transmission FM down Long Beach Road SE from River Road SE to the gravity system at the new Southport Crossing PS (see Exhibit 1 attached). This scenario will be evaluated to determine whether the City of Boiling Spring Lakes transmission system flow through the existing FM can be increased and whether the cost of the transmission FM upgrades can be reduced or phased.
6. CONSULTANT will use the results of the analysis mentioned above to determine what percentage of the City of Boiling Spring Lakes could be served by the proposed wastewater collection system with a future phase for upgrades to the transmission system.
7. CONSULTANT will review previous modeling reports on the Regional Wastewater Transmission System to determine whether a delay of the NCDOT widening of Highway 211 with the associated FM upgrades to the existing 16-inch transmission FM on Highway 211 to the West Brunswick Water Reclamation Facility could impact the City of Boiling Spring Lakes Wastewater Collection System if delayed.
8. CONSULTANT will summarize the results of the evaluations mentioned here in with a draft technical memorandum. The results will be presented and discussed with County staff. A final technical memorandum will be provided.

The basis of compensation for the additional services is based on a cost-plus basis utilizing the CONSULTANT's standard unit rates. The compensation and duration for these additional services shall be as follows:

Task	Fee	Duration
Evaluation of Additional Service Items	\$26,725	45 days
Technical Memorandum	\$6,275	15 days
<b>Additional Services Total</b>	<b>\$33,000</b>	<b>60 days</b>

Mr. Pinnix  
June 11, 2020  
Page 3

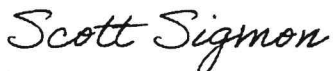
We appreciate the opportunity to provide you this contract amendment and look forward to our continued relationship with Brunswick County. Should you have any questions or require further clarification, please do not hesitate to contact us.

Sincerely,

W. K. Dickson & Co., Inc.



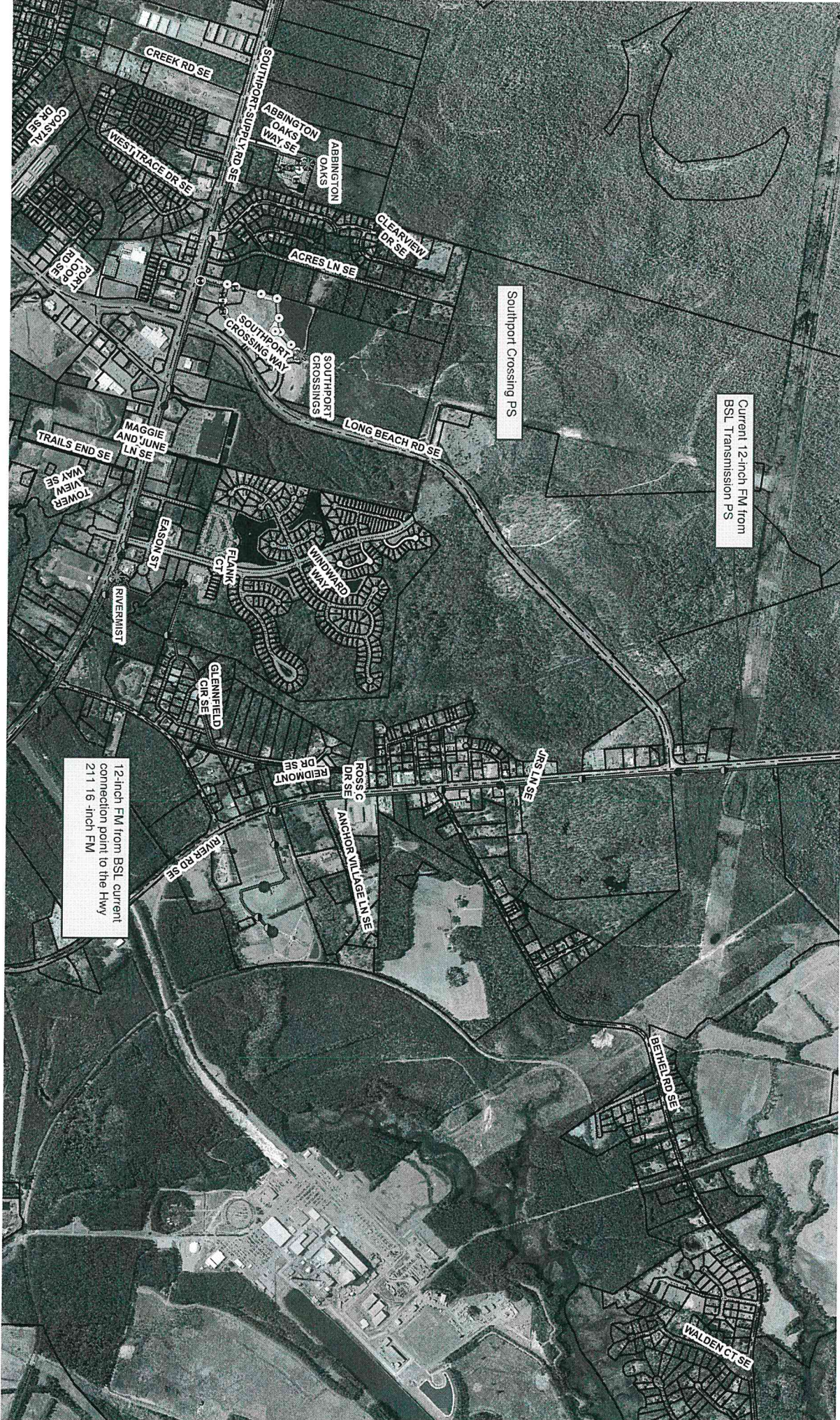
T. Carter Hubbard, P.E.  
Project Manager



Scott Sigmon, PE  
Vice President

Enclosures: As noted







ATTACHMENT C

**W.K. DICKSON & CO., INC.  
2019 RATE SCHEDULE**

LABOR2019

Principal	\$ 215.00/hr.
Senior Consultant	\$ 198.00/hr.
Senior Project Manager	\$ 190.00/hr.
Project Manager	\$ 168.00/hr.
Senior Project Engineer	\$ 158.00/hr.
Project Engineer	\$ 140.00/hr.
Senior Scientist	\$ 135.00/hr.
Scientist	\$ 120.00/hr.
Landscape Architect	\$ 175.00/hr.
Staff Landscape Architect	\$ 135.00/hr.
Senior Planner	\$ 165.00/hr.
Planner	\$ 130.00/hr.
Senior Civil Designer	\$ 130.00/hr.
Civil Designer	\$ 120.00/hr.
Senior Technician	\$ 115.00/hr.
Technician	\$ 100.00/hr.
Senior GIS Analyst	\$ 130.00/hr.
GIS Analyst	\$ 110.00/hr.
GIS Technician	\$ 100.00/hr.
Field Survey Party (1 - person)	\$ 90.00/hr.
Field Survey Party (2 - person)	\$ 145.00/hr.
Professional Land Surveyor	\$ 160.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 100.00/hr.
Project Administrator	\$ 70.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate (currently \$0.58/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2019. WK Dickson reserves the right to revise to reflect inflationary increases.



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

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

**-Sheriff's Office Donation Rollover Budget Amendment**

Appropriate \$66,000 of fund balance for rollover of donation made to Sheriff's Office designated for purchases of additional protective gear and supplies.

**-Airport Grant 36237.45.18.3 CARES**

Appropriate \$69,000 of grant funds from NCDOT for 36237.45.18.3 CARES grant for Cape Fear Regional Jetport.

**-FY21 JCPC Funding Budget Amendments**

Appropriate state revenues restricted of \$242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 5/4/20 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration \$7,500, Coastal ART \$44,990, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) \$47,289, Providence Home \$20,441, Teen Court \$59,141, Restitution \$63,125.

**-2016 Bond Referendum Phase 2 Budget Amendment and Capital Project Ordinance**

Appropriate Proceeds from GO Debt of \$41,795,000 and \$5,754,033 of bond premium and transfer the advanced funds to the 2016 Bond Referendum Phase 2 project.

**-Management Information Systems Rollover Budget Amendment**

Appropriate fund balance for rollover of \$49,437 for call center licenses and Sheriff B2B and connectors delayed by COVID-19, \$110,745 for replacement computers not purchased due to availability, \$5,745 training, \$92,000 for continuing animal services and park fiber projects, chamber project.

**-Rollover Budget Amendment of Unexpended Capital Outlay for Sheltering Generators**

Appropriate fund balance for a rollover of \$52,600 to reimburse the schools for the mobile generators rentals at Cedar Grove and Town Creek Middle Schools shelters from July 2020 through October 2020.

**Background/Purpose of Request:**

**Fiscal Impact:**

Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

**County Manager's Recommendation:**

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

**ATTACHMENTS:**

Description

- ▣ 20200706 Budget Amendment Sheriff's Donation
- ▣ 20200706 CPO Airport Grants Project
- ▣ 20200706 Budget Amendment 36237.45.18.3 CARES Act.pdf
- ▣ 20200706 - Budget Amendment - FY21 JCPC Funding
- ▣ 20200706 - Attach FY21 JCPC Funding Plan
- ▣ 20200706 Budget Amendment 2016 Bond Referendum Phase 2
- ▣ 20200706 CPO 2016 Bond Referendum Projects Phase 2
- ▣ 20200706 CPO 2016 Bond Referendum Projects
- ▣ 20200706 Budget Amendment MIS Rollover
- ▣ 20200706 - Attach School Generator Rental.pdf
- ▣ 20200706 Budget Amendment Schools Generators.pdf

Request Info	
Type	Budget Amendment
Description	Rollover of Gifts & Memorials
Justification	Board Meeting 07/06/2020-Appropriate fund balance of \$66,000 of fund balance for rollover of donation made to Sheriff's Office designated for purchases of additional protective gear and supplies.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance	66000	Increase	Credit
104310	426200	Sheriff's Office	Major Operating	66000	Increase	Debit

Total	
Grand Total:	132000



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

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

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

**Airport Grant Project Fund:**

**Revenues:**

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	974,637
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,168,447
36244.58.10.4	277,446
36244.58.9.1	1,105,950
36244.58.11.1	309,454
36244.58.11.2	1,492,259
36244.58.8.2	225,000
36244.58.12.1	297,810
36237.45.17.1	127,892
36237.45.18.1	403,713
36237.45.18.3	69,000
46333.3.1	206,000
Transfer from General Fund	1,200,687
<b>Total Airport Grant Capital Project Fund Revenues</b>	<b>\$ 23,679,079</b>

**Expenditures:**

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

46333.2.1

251,281

36244.58.8.3	1,054,737
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	1,326,412
36244.58.10.3	1,298,277
36244.58.10.4	308,273
36244.58.11.1	312,816
36244.58.8.2	250,000
36244.58.11.2	1,658,068
36244.58.12.1	330,901
36237.45.17.1	142,103
36237.45.18.1	448,570
36237.45.18.3	69,000
46333.3.1	206,000
Miscellaneous Expense	360,583
Land	-
<b>Total Airport Grant Capital Project Fund Expenditures</b>	<b>23,679,079</b>

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

Current Funds Appropriated	\$	1,200,687
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	1,200,687
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 6, 2020 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	36237.45.18.3 CARES Grant
Justification	Board Meeting 07/06/2020-Appropriate \$69,000 of grant funds from NCDOT for 36237.45.18.3 CARES grant for Cape Fear Regional Jetport.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	331048	Airport Grant Project	CARES Act	69000	Increase	Credit
438157	449843	Airport Grant Project	36237.45.18.3	69000	Increase	Debit

Total	
Grand Total:	138000

Request Info	
Type	Budget Amendment
Description	FY21 JCPC Funding Budget Amendments
Justification	Board Meeting 7/6/2020 - Appropriate state revenues restricted of \$242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 5/4/20 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration \$7,500, Coastal ART \$44,990, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) \$47,289, Providence Home \$20,441, Teen Court \$59,141, Restitution \$63,125.
Originator	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
105833	332000	Juvenile Crime Prevnt Council	State Revenues - Restricted	7500	Increase	Credit
105833	426000	Juvenile Crime Prevnt Council	Supplies and Materials	450	Increase	Debit
105833	429200	Juvenile Crime Prevnt Council	Food	750	Increase	Debit
105833	439900	Juvenile Crime Prevnt Council	Contract Services	4800	Increase	Debit
105833	439100	Juvenile Crime Prevnt Council	Advertising	1500	Increase	Debit
104957	332000	Coop Ext-CBA(Master Gardner)	State Revenues - Restricted	63125	Increase	Credit
104957	412600	Coop Ext-CBA(Master Gardner)	Salary and Wages-Temp/Part	40838	Increase	Debit

104957	418100	Coop Ext-CBA(Master Gardner)	FICA	3124	Increase	Debit		
104957	426000	Coop Ext-CBA(Master Gardner)	Supplies and Materials	5532	Increase	Debit		
104957	431100	Coop Ext-CBA(Master Gardner)	Travel – Mileage	779	Increase	Debit		
104957	449100	Coop Ext-CBA(Master Gardner)	Dues	40	Increase	Debit		
104957	429200	Coop Ext-CBA(Master Gardner)	Food	1248	Increase	Debit		
104957	435200	Coop Ext-CBA(Master Gardner)	Repair and Maint – Equipment	1200	Increase	Debit		
104957	435100	Coop Ext-CBA(Master Gardner)	Repair and Maint – Building	2562	Increase	Debit		
104957	439900	Coop Ext-CBA(Master Gardner)	Contract Services	165	Increase	Debit		
104957	449900	Coop Ext-CBA(Master Gardner)	Miscellaneous Expense	7637	Increase	Debit		
105843	332000	Providence Home	State Revenues – Restricted	20441	Increase	Credit		
105843	465500	Providence Home	Grant Subsidy	20441	Increase	Debit		
105846	332000	Teen Court - JCPC	State Revenues – Restricted	59141	Increase	Credit		
105846	465500	Teen Court - JCPC	Grant Subsidy	59141	Increase	Debit		
105859	332000	JCPC – Coastal Horizons	State Revenues – Restricted	92279	Increase	Credit		
105859	465509	JCPC – Coastal Horizons	Grant Sub GGC/STEP	47289	Increase	Debit		

105859	465507	JCPC – Coastal Horizons	Grant Sub Coastal Art	44990	Increase	Debit	
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<b>Total</b>							
<b>Grand Total:</b>				484972			

# Brunswick County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 242,486 Local Match: \$ 134,000 Rate: 20%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	JCPC Administration	\$7,500						\$7,500	
2	Coastal A.R.T.	\$44,990			\$8,999			\$53,989	17%
3	Brunswick Restitution	\$63,125			\$22,691			\$85,816	26%
4	Guiding Good Choices & Systematic Training Toward Effective Parenting	\$47,289			\$9,509			\$56,798	17%
5	Providence Home	\$20,441	\$35,000	\$17,616				\$73,057	72%
6	Brunswick Teen Court	\$59,141		\$30,000	\$10,185			\$99,326	40%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
<b>TOTALS:</b>		<b>\$242,486</b>	<b>\$35,000</b>	<b>\$47,616</b>	<b>\$51,384</b>			<b>\$376,486</b>	<b>36%</b>

The above plan was derived through a planning process by the Brunswick County  
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 20-21.

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

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

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

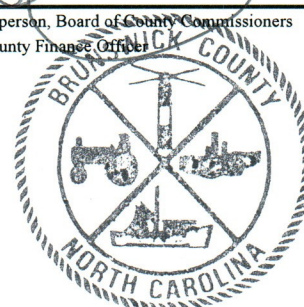
check type ☒ initial plan ☐ update ☐ final

---DPS Use Only---

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

John E. Manning 4-17-20  
 Chairperson, Juvenile Crime Prevention Council (Date)

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





Request Info	
Type	Budget Amendment
Description	2016 Bond Referendum Phase 2
Justification	Board Meeting 07/06/2020-Appropriate Proceeds from GO Debt of \$41,795,000 and \$5,754,033 of bond premium and transfer the advanced funds to the 2016 Bond Referendum Phase 2 project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428219	391000	2016 Bond Ref Projects Phase 2	Proceeds Frm GO Debt	41795000	Increase	Credit
428219	391001	2016 Bond Ref Projects Phase 2	GO Bond Premium	5754033	Increase	Credit
428219	412990	2016 Bond Ref Projects Phase 2	Salary and Wages - Reimburse	500000	Increase	Debit
428219	464000	2016 Bond Ref Projects Phase 2	Administration/Other	300000	Increase	Debit
428219	464001	2016 Bond Ref Projects Phase 2	Arch/Engnrg/Legal	5000000	Increase	Debit
428219	464002	2016 Bond Ref Projects Phase 2	Construction	41749033	Increase	Debit
428217	391000	2016 Bond Referendum Projects	Proceeds Frm GO Debt	-4065543	Decrease	Debit
428217	464002	2016 Bond Referendum Projects	Construction	-4065543	Decrease	Credit
Total						
Grand Total:				86966980		

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**CAPITAL PROJECT ORDINANCE**  
**Bond Referendum Projects Phase 2**  
**(428219)**

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

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

**Bond Referendum Projects Phase 2**

Revenues:

Proceeds from GO Debt	41,795,000
GO Bond Premium	5,754,033
Transfer from General Fund	-
<b>Total School Capital Project Fund Revenues</b>	<b>\$ 47,549,033</b>

Expenditures:

Salary & Wages	500,000
Administration	300,000
Arch/Eng/Legal	5,000,000
Construction	41,749,033
Equipment	0
<b>Total School Capital Project Fund Expenditures</b>	<b>\$ 47,549,033</b>

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

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

Contribution to Capital Project Fund	\$ -
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 6, 2020 meeting of the Brunswick County Board of Commissioners.

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**CAPITAL PROJECT ORDINANCE**  
**Bond Referendum Projects**  
**(428217)**

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

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

**Bond Referendum Projects**

Revenues:

Proceeds from GO Debt	49,955,000
GO Bond Premium	2,995,183
Transfer from General Fund	<u>2,840,000</u>
<b>Total School Capital Project Fund Revenues</b>	<b>\$ 55,790,183</b>

Expenditures:

Salary & Wages	550,000
Arch/Eng/Legal	8,280,726
Construction	45,759,457
Equipment	<u>1,200,000</u>
<b>Total School Capital Project Fund Expenditures</b>	<b>\$ 55,790,183</b>

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

Current Funds Appropriated	\$ 2,840,000
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 2,840,000
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 6, 2020 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	MIS Rollover
Justification	Board Meeting 07/06/2020-Appropriate fund balance for rollover of \$49,437 for call center licenses and Sheriff B2B and connectors delayed by COVID-19, \$110,745 for replacement computers not purchased due to availability, \$5,745 training, \$92,000 for continuing animal services and park fiber projects, chamber project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	257927	Increase	Credit
104210	426010	Management Information Service	Computer Software	49437	Increase	Debit
104210	426205	Management Information Service	Computers - \$500 - \$4 999	110745	Increase	Debit
104210	439500	Management Information Service	Training Expenses	5745	Increase	Debit
104210	439900	Management Information Service	Contract Services	92000	Increase	Debit

Total	
Grand Total:	515854

***Project Name: 2020 Hurricane Season*****Date Issued:** 7-1-2020**Payment Terms:** Net Thirty (30) Days. 100% billed upon delivery of equipment to site**Quote Number:** RBJ-263-2020**NAME:** Kam Harmon: 910.274.1098**Deliver To:** TBD**Delivery Terms:** Prepaid and Added**EQUIPMENT RENTAL**

300kW (480V3ph60hz) = \$5500 Per Month Standby (up to 160hrs):

4 x 4.0 camlok cables = \$400 per month

4 pigtails = \$108 (customer has camlok connectors on panel)

**Technician: (optional)**

GP can/will provide a technician to assist with delivery, setup and perform the panel test. The following hourly rate will apply: straight time = \$112; overtime = \$168. We will provide technical support from our Hope Mills location. Travel time is billed at the straight time rate.

**Freight:**

Prepaid and Added. We bill freight at Actual Cost + 20%. For this project, we estimate the roundtrip cost to be \$1200. Any significant delays may result in additional cost.

**Notes and Comments:**

- Any/all lifting and placement of equipment.
- Pulling of any required permits or licenses.
- All Connections to existing panels, switchgear, piping or buildings
- Fuel. Customer responsible for fuel unless arrangements made with Gregory Poole.
- Generators require Fuel and Oil Service every 250-300 hours of operation on <400kW; Fuel and Oil Service every 300-500 hours of operation on >500kW.
- Full insurance to cover the equipment while in your possession.
- Payment of applicable taxes and fees. GP bills a 2.5% environmental fee on all invoice with a maximum \$200.
- Gregory Poole Equipment Company Terms and Conditions of rental contract apply.

We appreciate the opportunity to be of service to you. Please contact me with any questions or concerns you may have regarding this quotation. You may reach me via email [brad.johnson@gregpoole.com](mailto:brad.johnson@gregpoole.com) or cell 910-840-4770.

Be assured of our best attention at all times.

Best Regards,

*Brad Johnson, GPPS*

**GENERAL TERMS FOR ALL QUOTATIONS  
FROM GREGORY POOLE POWER SYSTEMS:**

**1. CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Gregory Poole Power Systems ("Company") unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.

**2. QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire forty-five (45) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Prices shown on the published price list and other published literature issued by the Company are not unconditional offers to sell, and are subject to change without notice. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.

**3. TAXES AND INSURANCE.** Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.

Buyer, at its sole cost and expense, shall keep any and all equipment delivered hereunder insured to the extent of its full insurable value with a standard all-risk Inland Marine Insurance Policy covering physical damage to the equipment, with any loss payable to Company. Insurance coverage shall commence on or before the time at which title to such equipment passes to Buyer. Buyer shall be responsible for obtaining at its sole cost and expense any other insurance coverage that may be necessary or appropriate.

**4. TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate permitted by law, and any payments will be applied first to service charges due. If Company deems that, by reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.

**5. DELIVERY.** Delivery dates indicated in the contact documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within ninety (90) days from invoice date. Title to the equipment and risk of loss shall pass to Buyer upon delivery to a carrier.

**6. DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. Company's premises. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.

**7. SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having



received 'in good order' receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials areas close to actual as practicable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.

**8. SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.

**9. CHANGES.** Buyer may with the express written consent of Company make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equitably adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect said changes.

**10. NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.

**11. CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the unconditional right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

**12. SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant to the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.

**13. DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorneys' fees and court costs incurred in connection therewith.

**14. BUYER ACCEPTANCE.** My apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.

**15. WARRANTIES. COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.**

**16. DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL CONSEQUENTIAL INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.**

Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.

Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carders), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.

**17. REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products; however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

**18. NUCLEAR.** Purchaser represents and warrants that the equipment covered by this contract shall not be used in or in connection with a nuclear facility or application.

**19. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system or equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.

**20. NONDISCLOSURE.** The terms of this Quotation are confidential, and the terms of any Quotation provided by Company, are confidential and none of the details connected herewith may be disclosed by Buyer to any third party without Company's prior written consent.

**21. NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company's prior written consent.

**22. ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise or condition not set forth herein has been relied upon by Buyer or shall be binding Upon either party hereto.

**23. VENUE.** Buyer agrees that any legal action arising out of or resulting from this Agreement shall be filed and maintained in the Civil District Court for the County of Wake, North Carolina.

**24. INTERPRETATION.** Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.

**This contract shall be interpreted in accordance with the laws of the State of North Carolina.**

PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE APPARATUS DESCRIBED ABOVE MEETS YOUR REQUIREMENTS. This quotation covers items listed herein and does not constitute a specific job proposal. All equipment furnished loose for installation by others unless specifically listed as installed. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Relay and/or System Coordination Study is not included unless specifically noted. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Gregory Poole Power Systems not responsible for occurrences beyond our control. This quotation is made subject to Gregory Poole Standard Terms and Conditions. This quotation is valid for Forty-five (45) days from date of issue.

ACCEPTANCE

BY GREGORY POOLE POWER SYSTEMS

\_\_\_\_\_  
7/1/2020

DATE \_\_\_\_\_

Brad Johnson \_\_\_\_\_ DATE



Request Info	
Type	Budget Amendment
Description	Rollover Schools Generators
Justification	Board Meeting 07/06/2020-Appropriate fund balance for a rollover of \$52,600 to reimburse the schools for the mobile generators rentals at Cedar Grove and Town Creek Middle Schools shelters from July through October 2020.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	52600	Increase	Credit
104330	449900	Emergency Services	Miscellaneous Expense	52600	Increase	Debit

Total	
Grand Total:	105200



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

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

Governing Body - NACo Voting Delegate

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners designate Vice-Chairman Thompson as the voting delegate to represent Brunswick County at the 2020 Virtual NACo Annual Business Meeting on July 20, 2020, and designate Chairman Williams as the Alternate.

**Background/Purpose of Request:**

The NACo Annual Business Meeting will be held by virtual platform on July 20, 2020 at 2:00 p.m. The meeting will include the election for 2nd Vice President and other officers, consideration of bylaws amendments and other association business.

In order to facilitate this process, each county has been asked to designate one voting delegate prior to the Annual Business Meeting.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the the Board of Commissioners designate Vice-Chairman Thompson as the voting delegate to represent Brunswick County at the 2020 Virtual NACo Annual Business Meeting on July 20, 2020, and designate Chairman Williams as the Alternate.

**ATTACHMENTS:**

Description

- ▣ Voting Delegate Form



NATIONAL ASSOCIATION OF COUNTIES

# 2020 VOTING CREDENTIALS

In order to vote, your  
county/parish/borough  
is required to:

- **Register** for the 2020 Virtual Annual Business Meeting, Monday, July 20 at 2:00 p.m. (EDT).
- **Pay** 2020 NACo membership dues.
- **Designate** a voting delegate to cast your county's vote in the election.
- **Complete** the online form to select your delegate at [NACo.org/voting-credentials](https://NACo.org/voting-credentials) or scan and email this form to [credentials@naco.org](mailto:credentials@naco.org).

Please go to [NACo.org/voting-credentials](https://NACo.org/voting-credentials) and enter this code:

**823E0E542C**

For more information about voting credentials go to [NACo.org/governance](https://NACo.org/governance).

## SUBMISSION FORM

**Designated County Delegate**

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**Delegate Email Address** (Please print)

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Your state association is authorized to receive or cast any unclaimed ballots for counties that have registered delegates, unless your county has expressly prohibited the state association from doing so on this form.

- ☐ Check this box if you **DO NOT** authorize your **state association to receive your county's ballot**, if unclaimed by a delegate from your county.

If you are unavailable to attend the Virtual Annual Business Meeting but still want to cast a vote in the election, please send an email to [credentials@naco.org](mailto:credentials@naco.org).

**Signature of designated delegate  
or Chief Elected Official**

---



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

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

Governing Body - NCACC Voting Delegate

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners designate Vice-Chairman Thompson as the voting delegate to represent Brunswick County at the NCACC Annual Conference for both the General Business Session and the District Caucus.

**Background/Purpose of Request:**

The NCACC 113th Annual Conference will be held by virtual platform on Thursday, August 6, 2020. Each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President.

In order to facilitate this process, each county has been asked to designate one voting delegate prior to the Annual Conference. The deadline for submitting a voting delegate is August 3, 2020. The county may also designate one alternate voting delegate,

The designated delegate will represent Brunswick County for both the General Business Session and the District Caucus.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners designate Vice-Chairman Thompson as the voting delegate to represent Brunswick County at the NCACC Annual Conference for both the General Business Session and the District Caucus.

**ATTACHMENTS:**

Description

- ☐ NCACC Voting Delegate Form
- ☐ NCACC Voting Delegate Request



## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 113<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held during the **virtual\*** Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: \_\_\_\_\_

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

In the event the designated voting delegate is unable to attend, \_\_\_\_\_ has been selected as \_\_\_\_\_ County's alternate voting delegate.

Alternate Voting Delegate Name: \_\_\_\_\_

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

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

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

Please return this form to Alisa Cobb via email by **Monday, August 3, 2020** close of business:

Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)

**\*Please note – due to the COVID-19 pandemic, the 113<sup>th</sup> NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.**

## Andrea White

---

**From:** Alisa Cobb <alisa.cobb@ncacc.org>  
**Sent:** Thursday, June 11, 2020 1:45 PM  
**To:** County Managers; County Clerks  
**Cc:** Alisa Cobb  
**Subject:** Designation of Voting Delegate to NCACC's 113th Annual Conference, August 2020  
**Attachments:** Voting delegate form 2020.doc

**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.

Good afternoon County Managers and Clerks to the Board,

The NCACC 113<sup>th</sup> Annual Conference Business Session will be held by **virtual** platform **on Thursday, August 6, at 11 a.m.** Each county will be entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

In order to facilitate the voting process, we ask that each county designate one voting delegate (*and also may assign one alternate voting delegate*) prior to Annual Conference using the attached Designation of Voting Delegate form.

**Please note that voting will take place via an electronic format and more information will follow regarding this process as we get closer to the date of the Business Session.**

Please return the completed form to Alisa Cobb via email by close of business **Monday, August 3, 2020**. Should you have any questions, please contact Alisa Cobb at [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org).

Thank you for your assistance and we appreciate all you do to help us make this a successful event.



Alisa Cobb  
North Carolina Association of County Commissioners  
323 W. Jones Street, Suite 500 | Raleigh, NC 27603  
Phone (919) 715-2685 | Fax (919) 733-1065  
[www.ncacc.org](http://www.ncacc.org)  
[www.welcometoyourcounty.org](http://www.welcometoyourcounty.org)





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

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

**From:** Health and Human Services - Health Services - Carolina  
David Stanley, HHS Executive Director Healthcare Associates, Inc. Service Contract FY 20-21

**Issue/Action Requested:**

Request that the Board of Commissioners approve the FY 20-21 contract between the County and Carolina Healthcare Associates, Inc.

**Background/Purpose of Request:**

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

Staff recommends approval of this contract.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the FY20-21 contract between the County and Carolina Healthcare Associates, Inc.

**ATTACHMENTS:**

Description

- ▣ Carolina Healthcare Associates - Contract FY 20-21

**NORTH CAROLINA**

**HEALTH PROFESSIONAL SERVICES AGREEMENT**

**BRUNSWICK COUNTY**

**THIS HEALTH PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Carolina Healthcare Associates, Inc., (hereinafter referred to as “Provider”), party of the second part.

**WITNESSETH:**

**1. SERVICES; FEES**

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Unless otherwise noted, any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

**2. TERM OF AGREEMENT**

The term of this Agreement begins on 07/01/2020 (the “Effective Date”) and continues in effect until 06/30/2021, unless sooner terminated as provided herein. Provider may not render Services hereunder until this Agreement is executed by Provider and returned to County.

**3. TERMINATION**

- a. Without Cause. County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the Services provided under this Agreement through the effective date of termination.
- b. With Cause. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in immediate termination of the Agreement.
- c. Immediate Termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if: (i) Provider’s license to practice medicine in the State of North Carolina or authorization to administer



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

#### **4. NONAPPROPRIATION**

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

#### **5. COMPENSATION**

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County, based on accurate time and travel records kept by Provider. Invoices must include detail of all Services delivered or performed under the terms of this Agreement, including the dates of service, the hours of service and any mileage for which reimbursement is being requested. All invoices shall be submitted within ninety (90) days of the date of service. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

#### **6. INDEPENDENT CONTRACTOR**

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance

with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

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

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

## **8. MINIMUM QUALIFICATIONS**

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

## **9. PATIENT ELIGIBILITY**

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

## **10. PATIENT RECORDS**

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

## **11. HIPAA REQUIREMENTS**

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

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

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

## **13. PROVIDER REPRESENTATIONS**

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain and maintain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services performed by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements); and
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services.

#### **14. NON-ENDORSEMENT AND PUBLICITY**

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

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

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

#### **16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

#### **17. DEBARMENT**

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

#### **18. INDEMNIFICATION**

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

## 19. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

## 20. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

## 21. REMEDIES

- a. Right to Cover. If Provider fails to perform the Services hereunder for any reason, the County may employ such means as it may deem advisable and appropriate to obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement.
- b. Right to Withhold Payment. County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. Other Remedies. Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

- d. No Suspension. In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

## **22. TAXES**

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

## **23. HEALTH AND SAFETY**

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

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

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

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

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

## **26. NO ASSIGNMENT WITHOUT CONSENT**

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

## **27. GOVERNING LAW AND VENUE**

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

## **28. DISPUTE RESOLUTION**

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

## **29. GOVERNMENTAL IMMUNITY**

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

## **30. NON-WAIVER**

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

## **31. ENTIRE AGREEMENT**

This Agreement and the Exhibits hereto constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related to the subject matter herein.

### 32. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

### 33. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

### 34. AMENDMENTS

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

### 35. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
  - i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022
  - ii. For the Provider: Carolina Healthcare Associates, Inc.  
Attn: Lynn Gordon, Registered Agent  
P. O. Box 90000  
Wilmington, NC 28402



**36. SIGNATURES**

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

[SEAL]

**CAROLINA HEALTHCARE ASSOCIATES, INC.**

DocuSigned by:  
By: Dan Goodwin  
F5AB0FBC9CD3470...

Printed Name: Dan Goodwin

Title: Executive Director

Date: 6/15/2020

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

DocuSigned by:  
Julie A. Miller  
172399180010412  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

**APPROVED AS TO FORM**

DocuSigned by:  
Bryan W. Batton  
1196D13D5EE54F3  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**EXHIBIT “A”  
SCOPE OF SERVICES/FEES**

Scope of Services:

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

The Certified Nurse Midwife or Professional’s substitute will:

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

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

**Billing and Fees:**

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

**EXHIBIT “B”  
LICENSURE**

**Licensed to practice medicine in North Carolina.**

Physician: Laif B. Lofgren, MD  
License # 30834

Physician: Todd M. Beste, MD  
License # 6901229

Certified Midwife: Ashli Gibson  
License # CNM 256196

Certified Midwife: Pamela Irby  
License # CNM 227799

Certified Midwife: Henna Ables, CNM  
License # CNM 746

Certified Midwife: Diana Shawn Deviney, CNM  
License: # CNM #289

Certified Midwife: Sue Carney, CNM  
License: # CNM #440

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

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

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

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

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

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

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

**WITNESSETH:**

**I. DEFINITIONS**

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

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

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

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

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

## II. TERM

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

## III. CONFIDENTIALITY AND SECURITY REQUIREMENTS

### a. Business Associate agrees:

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

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

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

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

#### IV. AVAILABILITY OF PROTECTED HEALTH INFORMATION

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

#### V. TERMINATION

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

#### VI. MISCELLANEOUS

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



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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

## VII. SIGNATURES

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

[SEAL]

## CAROLINA HEALTHCARE ASSOCIATES, INC.

DocuSigned by:  
By: Dan Goodwin  
F5AB0FBC9CD3470...

Printed Name: Dan Goodwin

Title: Executive Director

Date: 6/15/2020

## APPROVED AS TO FORM

DocuSigned by:  
Bryan W. Batton  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney



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

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

**From:** Health and Human Services - Health Services - Contract for NC  
David Stanley, HHS Executive Director Alliance of Public Health Agencies FY 20-21

**Issue/Action Requested:**

Request that the Board of Commissioners approve and execute the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2020-2021.

**Background/Purpose of Request:**

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

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

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve and execute the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2020-2021.

**ATTACHMENTS:**

Description

- ☐ NCAPHA Staffing Agreement FY 20-21



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

North Carolina Alliance of Public Health Agencies, Inc., with its principal office located at 222 North Person Street, Suite 208, Raleigh, North Carolina 27601 (“Agency”), and Brunswick County, with its Health and Human Services Department located at 25 Courthouse Drive, Building A, Bolivia, NC 28422 (“Client”) agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”) entered into effective as of July 1, 2020.

### 1. **Agency Duties and Responsibilities**

Agency will:

- a. Recruit, screen, interview, hire, and assign its employees (“Assigned Employees”) to perform tasks in accordance with Client’s specifications as described to Agency in writing for staffing under Client’s supervision and will be the common law employer of Assigned Employees;
- b. Pay each Assigned Employee’s wages and provide them with the benefits that Agency offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit A) acknowledging that they are not entitled to holidays, vacations, paid time off, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client;
- e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994.
- f. In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of

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

- g. Obtain and keep on file all documentation required by the U.S. Immigration and Naturalization Service to prove legal status to work and reside in the United States;
- h. Procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by Client with limits acceptable to Client. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include Client as an additional insured and as a certificate holder. Agency shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by Client. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against Client (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

## 1.2 Right to Control

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

## 2. Client Duties and Responsibilities

Client will:

- a. Properly supervise Assigned Employee's work performance and be responsible for Client's business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards,

merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Agency's express prior written approval or as strictly required by the job description provided to Agency;

- c. Provide Assigned Employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee may be exposed at the work site;
- d. Not change Assigned Employee's job duties without Agency's express prior written approval;
- e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits. Notwithstanding the foregoing, Assigned Employees must strictly adhere to Client's policies and procedures at all times while performing services under this Agreement;
- f. Reimburse Agency for advertising conducted with respect to recruiting specific personnel, when advertising is done at the request of Client;
- g. Comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide Assigned Employee with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post-exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Assigned Employee and to provide copies of all records of post-exposure care to Agency. Client agrees to orient Assigned Employee to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures;
- h. Designate a representative to report to Agency all time worked by each Assigned Employee on a mutually agreed schedule;
- i. Be responsible for compliance with all relevant safety and health laws and regulations during the period of the Assigned Employee's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations.

### 3. **Payment Terms, Bill Rates, and Fees**

- a. Client will pay Agency for its performance as set forth on Exhibit B and will also pay any additional costs or fees set forth in this Agreement. Agency will invoice

Client for services provided under this Agreement on a semi-monthly basis. Payment for all undisputed and properly completed invoices is due within thirty (30) days of receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. If Client disputes any portion of the charges on any invoice received from Agency, Client shall inform Agency in writing of the disputed charges. Once the dispute has been resolved, Agency shall re-invoice Client for the previously disputed charges and, per any resolution between Agency and Client, Client shall pay those charges in full at that time. No advance payment shall be made for the services to be performed hereunder.

- b. In the event of new or increased labor costs associated with Client's Assigned Employees that Agency is legally required to pay-such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels, the parties will negotiate in good faith to determine new rates for Assigned Employees.

#### 4. **Confidential Information**

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event a party receives such a request, it shall notify the disclosing party, and the disclosing party shall have the opportunity to defend against production of such records at the disclosing party's sole expense. No knowledge, possession, or use of Client's confidential information will be imputed to Agency as a result of Assigned Employees' access to such information.

#### 5. **HIPAA Requirements**

The parties acknowledge that in performing the services under this Agreement, Assigned Employees may come into contact with Protected Health Information ("PHI"). As such, the parties further acknowledge that they will comply with HIPAA rules and regulations.

#### 6. **Cooperation**

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

#### 7. **Indemnification and Limitation of Liability**

- a. To the extent permitted by law, Agency will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and

employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Agency's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Agency or Agency's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

- b. To the extent permitted by law, Client will defend, indemnify, and hold Agency and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- c. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

## **7. Term of Agreement**

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

## **8. Miscellaneous**

- a. While Agency follows the guidelines described in Exhibit C and will give each Assigned Employee safety and standards online training relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will provide each Assigned Employee with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Assigned Employee to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Assigned Employee, Client shall provide Agency written notice of such claim



promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim

- b. The parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Assigned Employee immediately. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Client, and Agency may be declared ineligible for further business opportunities with Client.
- c. Both parties agree that Agency shall act as an independent contractor and shall not represent itself as an agent or employee of Client for any purpose in the performance of its duties under this Agreement. Agency represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Accordingly, Agency shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required.

In the event the Internal Revenue Service should determine that Agency is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Agency hereby acknowledges that all payments hereunder are gross payments, and the Agency is responsible for all income taxes and social security payments thereon.

- d. Agency hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.
- e. Agency hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Agency must notify Client within thirty (30) days if debarred by any governmental entity.
- f. Pursuant to the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes, Agency agrees that, unless it is exempt by law, it shall verify the

work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Agency shall require its subcontractors to do the same. Upon request from Client, Agency agrees to provide an affidavit of compliance or exemption.

- g. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- h. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- i. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- j. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- k. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- l. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- m. Neither party will transfer or assign this Agreement without the written consent of the other party.
- n. All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

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

CLIENT: Brunswick County Manager  
P. O. Box 249  
Bolivia, NC 28422

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

- o. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without reference to any conflicts of law principles thereof. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
- p. Should a dispute arise as to this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
- q. Client, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

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

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

Frank L. Williams  
Printed Name

Chairman, Board of Commissioners  
Title

\_\_\_\_\_  
Date

DocuSigned by:  
By: *Becky Hughes*  
Signature

Becky Hughes  
Printed Name

Interim Executive Director  
Title

5/27/2020  
Date

ATTEST:

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

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

DocuSigned by:  
*Julie A. Miller*  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:  
*Bryan W. Batton*  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**EXHIBIT A**  
**BENEFITS WAIVER FOR ASSIGNED EMPLOYEES**

**AGREEMENT AND WAIVER**

In consideration of my assignment to Client by Agency, I agree that I am solely an employee of Agency for benefits plan purposes and that I am eligible only for such benefits as Agency may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by Agency and regardless of whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, nor or in the future, to such benefits and agree not to make any claim for such benefits.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT B COMPENSATION**

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

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

**EXHIBIT C**  
**REQUIREMENT GUIDELINES**

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



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



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

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

**From:** Health and Human Services - Health Services - New Hope Clinic  
David Stanley, HHS Executive Director Contract Renewal for FY 20-21

**Issue/Action Requested:**

Request that the Board of Commissioners approve the FY 2020-2021 contract with New Hope Clinic for services up to \$75,000.

**Background/Purpose of Request:**

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

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

The total capitated annual value of this renewal contract is \$75,000.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the FY 2020-2021 contract with New Hope Clinic for services up to \$75,000.

**ATTACHMENTS:**

Description

- ▣ New Hope Clinic FY 20-21

**NORTH CAROLINA**

**BRUNSWICK COUNTY**

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part, and New Hope Clinic, Inc., (hereinafter referred to as “Provider”), party of the second part.

**WITNESSETH:**

**1. SERVICES; FEES**

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

**2. TERM OF AGREEMENT AND TERMINATION**

The term of this Agreement begins on 07/01/2020 (the “Effective Date”) and continues in effect until 06/30/2021, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

**3. NONAPPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

#### **4. COMPENSATION**

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

#### **5. INDEPENDENT CONTRACTOR**

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

#### **6. PROVIDER REPRESENTATIONS**

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

## **7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA**

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

## **8. NON-ENDORSEMENT AND PUBLICITY**

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

## **9. NON-EXCLUSIVITY**

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

## **10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## **11. DEBARMENT**

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

## **12. INDEMNIFICATION**

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

## **13. INSURANCE**

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

#### 14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

#### 15. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
  - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
  - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

## **16. TAXES**

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

## **17. HEALTH AND SAFETY**

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

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

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

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

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

## **20. CONFIDENTIAL INFORMATION**

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future



information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

## **21. OWNERSHIP OF WORK PRODUCT**

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

## **22. NO ASSIGNMENT WITHOUT CONSENT**

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

### **23. GOVERNING LAW AND VENUE**

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

### **24. DISPUTE RESOLUTION**

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

### **25. GOVERNMENTAL IMMUNITY**

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

### **26. NON-WAIVER**

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

### **27. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

### **28. HEADINGS**

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

### **29. SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

### **30. AMENDMENTS**

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

### **31. NOTICES**

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

- ii. For the Provider: New Hope Clinic, Inc.  
201 West Boiling Spring Road  
Southport, NC 28461

### 32. SIGNATURES

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

Frank Williams  
Chairman

[SEAL]

### NEW HOPE CLINIC, INC.

DocuSigned by:  
By: Sheila Roberts  
AC539878B17D40E...

Printed Name: Sheila Roberts

Title: Executive Director

Date: 6/4/2020

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

DocuSigned by:  
Julie A. Miller  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

### APPROVED AS TO FORM

DocuSigned by:  
Bryan W. Batton  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

## **EXHIBIT “A” SCOPE OF SERVICES/FEES**

Provider will invoice County on a monthly basis for Services provided pursuant to the Service Fee List set forth below. Invoices must contain a description of Services, the date of Services, and the number of Services provided. The maximum amount County will pay Provider for Services rendered under this Agreement is capitated at \$75,000.00, as approved by the Brunswick County Board of Commissioners for fiscal year 2020-2021.

### **Service Fee List**

Medical Office Visit: Conducted in a clinic setting by an MD, DO, FNP, PA, RN, OD, DC or DPM  
Fee: \$6.00                      Estimated volume: 3,352 visits per year

Dental Office Visit: Conducted in a clinic setting by a DMD or DDS  
Fee \$6.00                      Estimated volume: 328 visits per year

Lab or Diagnostic Test: Includes laboratory tests, x-rays, etc. performed in-house. Treatment procedures (non-diagnostic) performed during office visits will not be counted.  
Fee: \$4.00                      Estimated volume: 975 tests per year

Pharmacy Service: Includes dispensing prescriptions from in-house pharmacy, prescriptions paid for outside by the agency, or enrolling a patient in a Prescription Assistance Program. A prescription is equal to a 90-day supply, except for antibiotics or other short-course medications for treatment of acute illness, and for medications to manage chronic illness until a Prescriptions Assistance Program prescription arrives.  
Fee: \$5.00                      Estimated volume: 8,183 pharmacy services per year

Education session: Includes classes for diabetes education, smoking cessation, etc. Counseling/education provided during office visits will not be counted. Education sessions are tracked by the number of sessions conducted, and not by the number of persons attending the sessions. Sessions must have more than one attendee.  
Fee: \$5.00                      Estimated volume: 20 sessions per year

New patients enrolled: A person who is enrolled in the program for the first time, or who is re-enrolling after being out of the program for 12 months or more.  
Fee: \$20.00                      Estimated volume: 531 new patients enrolled

The individuals receiving these Services will be qualified New Hope Clinic patients who are Brunswick County residents with no medical insurance and household incomes at or below 150% of the federal poverty level. Visits and Services under this Agreement will be provided to said individuals free of charge or for a per visit patient contribution not to exceed \$20.00.



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

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

**From:** Health and Human Services - Health Services - Non-Emergency  
David Stanley, HHS Executive Director Medicaid Transportation Contracts for FY 20-21

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System, Med Trans, and Ivory's Transportation.

**Background/Purpose of Request:**

Brunswick County is required by the Department of Medical Assistance to provide or arrange for transportation of qualified individuals to and from qualified non-emergency medical visits.

DSS recently set a new rate of \$2.25/mile for all rides for participants from the County's existing vendors. A rotation created by the timeliness of each vendor's response affirming a desire to continue service has been set. The vendors and their rotation is as follows:

- 1) Ivory's Transportation
- 2) Med Trans
- 3) Brunswick Transit System

The funding used to pay vendor invoices is provided by Medicaid.

Staff recommends approval of the contracts.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System, Med Trans, and Ivory's Transportation.

**ATTACHMENTS:**

Description

- ☐ General Contract - Ivory's
- ☐ Scope of Work - Ivory's
- ☐ General Contract - Med Trans
- ☐ Scope of Work - Med Trans
- ☐ General Contract - BTS
- ☐ Scope of Work - BTS

**Fiscal Year Begins 7/1/20 Ends 6/30/21**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Ivory's Accessible Transport Service, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 57-1240046 and DUNS Number – 02-076-9934.

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

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

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

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

**3. Effective Period:** This contract shall be effective on 7/1/20 and shall terminate on 6/30/21, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

**6.**

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

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

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

**7. Reversion of Funds:**

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

**8. Reporting Requirements:**

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

**9. Payment Provisions:**

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

# IVORY'S ACCESSIBLE TRANSPORT SERVICES, INC.

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

## For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

## For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Timothy Corbett, President	Name & Title	SAME
Company Name	Ivory's Accessible Transport Service, Inc.	Company Name	
Mailing Address	3300 North Woolwitch Ct.	Street Address	
City State Zip	Castle Hayne, NC 28429	City State Zip	
Telephone	910-264-9329		
Fax	910-228-5661		
Email	IATS@EC.RR.Com		

## 9. Supplementation of Expenditure of Public Funds:

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

## 10. Disbursements:

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

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

## 11. Outsourcing to Other Countries:

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



**12. Federal Certifications:**

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

**13. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*

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

IVORY'S ACCESSIBLE TRANSPORT SERVICES, INC.

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

APPROVED AS TO FORM

County Attorney/Assist. County Attorney

Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Paid from line item #145310-449903.

Signature of County Finance Officer

Date

COUNTY

Signature

Date

Printed Name:

Title

CONTRACTOR

Signature

Date

Printed Name\*\*: Timothy Corbett

Title: President

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

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

(Notary Signature and Seal)

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. 57-1240046**

**A.      CONTRACTOR INFORMATION**

1. Contractor Agency Name: Ivory's Accessible Transport Service, Inc.

2. *If different* from Contract Administrator Information in General Contract:  
SAME

3. Name of Program (s): Medicaid Transportation Program

4. Status:      ☐ Public      ☐ Private, Not for Profit      ☒ Private, For Profit

5. Contractor's Financial Reporting Year   01/01   through   12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
See list of items 1 – 11.

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

1. Negotiated County Rate.  
\$2.25 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided:

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

F. Provider will comply with ALL requirements contained in MA 2910-MA 3550 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

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

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

## Additional Information - B

### Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.
2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.
3. Brunswick County has set the rate of \$2.25 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.
4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**
5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.
6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.  
  
**\* Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**
7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.

- \* The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
  - \* If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
  - \* Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.
8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.
- \* At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.
  - \* All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; shared miles; summary for each trip; beginning and ending odometer reading. (See Attached Sample)
9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.
10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.
11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

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

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

### **Rate Structure:**

1. A flat rate of \$2.25 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

**Ride Scheduling:**

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services to County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.

**Fiscal Year Begins 7/1/20 Ends 6/30/21**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Med Trans of North Carolina, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 47--1425150 and DUNS Number – 079897894.

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

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

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

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

**3. Effective Period:** This contract shall be effective on 7/1/20 and shall terminate on 6/30/21, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

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

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

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

**7. Reversion of Funds:**

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

**8. Reporting Requirements:**

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

**9. Payment Provisions:**

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

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

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Eddie J. Smith, Manager	Name & Title	SAME
Company Name	Med Trans of North Carolina, LLC	Company Name	
Mailing Address	335 Ashworth Manor Ct.	Street Address	
City State Zip	Wilmington, NC 28412	City State Zip	
Telephone	910-431-2996		
Fax			
Email	murphylsmith@aol.com		

**9. Supplementation of Expenditure of Public Funds:**

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

**10. Disbursements:**

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

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

**11. Outsourcing to Other Countries:**



## MED TRANS OF NORTH CAROLINA, LLC

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

### **12. Federal Certifications:**

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

### **13. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*

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

MED TRANS OF NORTH CAROLINA, LLC

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

APPROVED AS TO FORM

County Attorney/Assistant County Attorney

Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Paid from line item #145310-449903.

Signature of County Finance Officer

Date

COUNTY

Signature

Date

Printed Name:

Title

CONTRACTOR

Signature

Date

Printed Name\*\*: Eddie J. Smith

Title: Manager

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

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

(Notary Signature and Seal)

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. 47-1425150**

**A.      CONTRACTOR INFORMATION**

1. Contractor Agency Name: Med Trans of North Carolina, LLC

2. *If different* from Contract Administrator Information in General Contract:  
SAME

3. Name of Program (s): Medicaid Transportation Program

4. Status:      ☐ Public      ☐ Private, Not for Profit      ☒ Private, For Profit

5. Contractor's Financial Reporting Year   01/01   through   12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
See list of items 1 – 11.

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

1. Negotiated County Rate.  
\$2.25 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided:

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

F. Provider will comply with ALL requirements contained in MA 2910-MA 35500 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

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

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

## Additional Information - B

### Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.
2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.
3. Brunswick County has set the rate of \$2.25 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.
4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**
5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.
6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.  
  
**\* Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**
7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.

- \* The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
  - \* If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
  - \* Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.
8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.
- \* At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.
  - \* All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; shared miles; summary for each trip; beginning and ending odometer reading. (See Attached Sample)
9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.
10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.
11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

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

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

### **Rate Structure:**

1. A flat rate of \$2.25 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

**Ride Scheduling:**

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services to County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.

**Fiscal Year Begins 7/1/20 Ends 6/30/21**

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

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

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

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

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

**3. Effective Period:** This contract shall be effective on 7/1/20 and shall terminate on 6/30/21. This contract must be twelve months or less.

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

**5. County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

**6.**

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

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

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

**7. Reversion of Funds:**

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

## BRUNSWICK TRANSIT SYSTEM, INC.

### 8. Reporting Requirements:

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

### 9. Payment Provisions:

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

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

#### For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

#### For the Contractor:

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

### 9. Supplementation of Expenditure of Public Funds:

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

### 10. Disbursements:

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



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

**11. Outsourcing to Other Countries:**

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

**12. Federal Certifications:**

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

**13. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*

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

**BRUNSWICK TRANSIT SYSTEM, INC.**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Attorney/Assistant County Attorney

\_\_\_\_\_  
Date

**FINANCE**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  
Paid from line item #145310-449903.

\_\_\_\_\_  
Signature of County Finance Officer

\_\_\_\_\_  
Date

**COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name \*\*: Yvonne Hatcher

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

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

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

\_\_\_\_\_  
(Notary Signature and Seal)

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

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

**A.      CONTRACTOR INFORMATION**

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

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
See list of items 1 – 11.

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

1. Negotiated County Rate.  
\$2.25 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

**D. Number of units to be provided:**

E. Details of Billing process and Time Frames: See details as outlined on pages 2 & 3 in the “Additional Information - B” section of “Attachment B – Scope of Work.

F. Provider will comply with ALL requirements contained in MA 2910-MA 3550 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

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

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

## Additional Information - B

### Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.
2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.
3. Brunswick County has set the rate of \$2.25 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.
4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**
5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.
6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.  
  
**\* Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**
7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.

- \* The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
  - \* If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
  - \* Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.
8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.
- \* At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.
  - \* All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; summary for each trip; beginning and ending odometer reading. (See Attached Sample)
9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.
10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.
11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

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

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

### **Rate Structure:**

1. A flat rate of \$2.25 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

**Ride Scheduling:**

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services with County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.



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

**From:**

David Stanley, HHS Executive Director

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

Health and Human Services - Health Services - Resolution  
Exempting Project from Mini-Brooks Act - Infectious Disease  
Rooms Area - Building A

**Issue/Action Requested:**

Request that the Board of Commissioners approve a resolution exempting the infectious disease room design project from the Mini-Brooks Act.

**Background/Purpose of Request:**

In 2017, the Health Department entered into an agreement with Cheatham and Associates, PA for the design of a negative pressure isolation room for conducting clinical exams and treatment of individuals potentially exposed to various infectious diseases.

Due to funding issues, this project was put on hold prior to being reviewed by Brunswick County Building Inspections. However, due to the arrival of COVID-19, the Health Department found it necessary to resume work on this critical project so that individuals who may be exposed to the virus can be examined and tested if need be, in addition to the remaining need to be able to examine individuals with other types of infectious diseases harmful enough on their own, or that leave the individual at increased risk of contracting and spreading COVID-19.

Because the expense of this project falls under the thresholds for a major project requiring the full array of considerations for the Mini-Brooks Act, staff recommends approval of this resolution.

If approved, the County Manager can sign the amendment to the existing professional services agreement which will allow the Health Department to move forward expeditiously with approval of design plans and toward selection of a firm to construct.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve a resolution exempting the infectious disease room design project from the Mini-Brooks Act.

**ATTACHMENTS:**

Description

- ▣ 2020-07-06 Resolution Exempting from Mini Brooks Act - Infectious Disease Rooms Area - Bldg A

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



**RESOLUTION EXEMPTING THE DESIGN OF INFECTIOUS DISEASE ROOMS AREA –  
BUILDING A FROM G.S. 143-64.31**

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

**WHEREAS**, the County entered into a Professional Services Agreement with Cheatham and Associates, P.A., on January 17, 2017, for various design services; and

**WHEREAS**, the County proposes to amend the agreement with Cheatham and Associates, P.A. to expand design services for work on a negative pressure / isolation room for the Brunswick County Health Department in Building A; and

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

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

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS THAT:**

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.

Adopted this the 6<sup>th</sup> day of July, 2020.

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Frank L. Williams, Chairman  
Brunswick County Board of Commissioners

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Andrea White, NCCCC  
Clerk to the Board





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

**From:**  
Catherine Lytch

**Action Item # V. - 18.**

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

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2020-2021.

**Background/Purpose of Request:**

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

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Health and Human Services Advisory Board reviewed the plan on June 22, 2020 and recommends that the plan be approved by the Board of Commissioners.

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2020-2021.

**ATTACHMENTS:**

Description

- ▣ FY 20-21 Energy Outreach Plan

**Brunswick County Department of Social Services**  
**Energy Program Outreach Plan**  
**FY 2020-2021**

**COMMITTEE MEMBERSHIP**

Interagency committee will consist of the following agencies:

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

Potential Meeting dates, times, locations, as well as agenda topics:

The committee will meet in October to discuss outreach plans for LIHEAP season at the Department of Social Services. The topics will include space needs/location, outreach activities, current needs/barriers such as COVID 19, staffing and PPE needs. The committee will meet again in December to plan for opening of LIHEAP application to the general public. Additional meetings will be scheduled as needed to address community, agency or any other special needs.

**OUTREACH PLAN**

A press release will be sent out to all media outlets as well as the county's website by the county's PIO and posters will be placed in the waiting areas of the Social Service building.

The press release will outline the dates and times applications will be accepted, location, and basic information that clients need to provide to complete energy applications.

A second press release will be issued prior to LIHEAP opening to the general public.

All press releases are posted on the county's website and sent to all county partners.

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

Child welfare social workers will be given applications to share with families.

Information will be shared at JCPC, Smart Start, CCPT, and CFPT meetings.

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

Outreach information will be available at the following locations:

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

**Brunswick County Department of Social Services**  
**Energy Program Outreach Plan**  
**FY 2020-2021**

**ORGANIZATIONAL STRUCTURE**

Brunswick County DSS will accept CIP and LIHEAP application via in person, phone, fax, mail and email.

- Address: 60 Government Center Drive, Bolivia, NC
- Phone: 910-253-2077
- Fax: 910-253-2271
- Email: [dss.fns.ma@brunswickcountync.gov](mailto:dss.fns.ma@brunswickcountync.gov)

The agency hours of operation are Monday – Friday 8:30 am – 5pm, however when the agency resumes conducting in person applications/interviews, applications will be accepted 8:30 am – 2:00pm. Due to COVID 19, the department is awaiting guidance regarding changes to the LIHEAP application process.

**Crisis Intervention Program:**

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

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

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

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

**Low Income Home Energy Assistance Program:**

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

**Application Process:**

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

**Brunswick County Department of Social Services  
Energy Program Outreach Plan  
FY 2020-2021**

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

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

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

Submitted by:

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Catherine Lytch, Social Services Director

Approved by:

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Frank Williams, Brunswick County Commissioner  
Board Chairman



## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**July 6, 2020**

#### **Action Item # V. - 19.**

**From:** Health and Human Services - Social Services - Non-Profit  
David Stanley, HHS Executive Director Contracts FY 20-21

#### **Issue/Action Requested:**

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

#### **Background/Purpose of Request:**

Each year, Health and Human Services utilizes a variety of contracts to help improve service delivery in the county. The contracts referenced represent agreements with non-profit entities that provide certain, necessary services to Brunswick County residents. Each of the agencies compliment the mission of Health and Human Services and are required to submit monthly invoices for payment of services provided.

Brunswick Family Assistance (BFA) is a non-profit agency that provides assistance to Brunswick County residents in various forms, including: utilities, rent, prescriptions, shelter, transportation, etc.

Coastal Horizons Center is a non-profit agency that provides a continuum of professional services for prevention, crisis intervention, sexual assault victims, criminal justice alternatives, and treatment of substance abuse and mental health disorders.

Hope Harbor is a non-profit agency that offers an around-the-clock, fully staffed safe shelter and crisis hotline, support groups, victim advocacy, meals, clothing, transportation, and personal needs to victims. In addition, we operate a victim advocacy office in the Brunswick County Courthouse, with the goal of ensuring that domestic violence survivors understand and have access to all legal protections available to them.

Providence Home is a private, non-profit organization. It is the only shelter providing services to children 10-17 years-old. Services become necessary due to an emergency or crisis when a child cannot remain with their family. Providence Home is licensed by the State of North Carolina as a six-bed facility and provides Brunswick County children, who are in a crisis, a safe location under adult supervision, 24 hours a day, seven days a week. Children are referred to Providence Home by Brunswick County law enforcement, parents, and Health and Human Services.

Brunswick Housing Opportunities is a non-profit agency that provides affordable housing and housing rehabilitation services. In addition to their repair services, the agency provides counseling services such as affordable housing, foreclosure prevention, reverse mortgage, veteran and senior housing, and other related counseling services. All of these services are to the benefit of qualified Brunswick County residents.

The total value of the renewal contracts is as follows:

Hope Harbor Home - \$90,000.00

BFA - \$152,000.00  
Coastal Horizons - \$35,000.00  
Providence Home - \$35,000.00  
BHO - \$50,000.00

Staff recommends approval of the renewal contracts to assist in service delivery to our citizens.

**Fiscal Impact:**

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

**Approved By County Attorney:**

**County Manager's Recommendation:**

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

**ATTACHMENTS:**

Description

- ☐ Funded Agency Agreement - BFA
- ☐ Funded Agency Agreement - BHO
- ☐ Funded Agency Agreement - Coastal Horizons
- ☐ Funded Agency Agreement - Hope Harbor Home
- ☐ Funded Agency Agreement - Providence Home

**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Brunswick Family Assistance Agency, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.
  - b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. The County agrees to appropriate for the provision of services described in Exhibit “A” and more particularly described in the Program Budget, the maximum sum of One Hundred Fifty Two Thousand and No/100 Dollars (\$152,000.00).
- b. Payments are contingent upon receipt of the Agency’s Outside Agency Performance Agreement attached hereto as Exhibit “B” and incorporated herein by reference as well as County’s receipt of Progress Reports, as defined below. Progress Reports from the Agency must show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency’s request for reimbursement.
- c. Once the Agency has satisfied its obligations as provided in Subsection b. of this Section, payment will be made within two (2) weeks after receipt of the Progress Report and request for reimbursement or within two (2) weeks after due date of the Progress Report, whichever is later.
- d. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Reporting.**

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency’s performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

#### **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as “Default”), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or



- ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.
- c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.
- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

## **7. Agency Representations.**

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Agency to enter into and perform its obligations under this Agreement;
  - d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
  - e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
  - f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.
- 8. Insurance.** Agency shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.
- 9. Workers' Compensation.** To the extent required by law, Agency shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.
- Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.
- 10. Divestment from Companies that Boycott Israel.** Agency hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

- 11. Debarment.** Agency hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Agency must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.
- 12. E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.
- 13. Relationship of the Parties.** The parties agree that Agency shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.
- 14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.
- 15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
- 16. Assignment.** Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.
- 17. Confidential Information.** For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a)

trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

**18. Indemnification.** Agency shall defend, indemnify and hold harmless the County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the County or which the County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

**19. Non-Discrimination.** Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and Agency may be declared ineligible for further County agreements.

**20. Notices.**

- a. **Delivery of Notices.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **Effective Date of Notices.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
  - i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022
  - ii. For the Agency: Brunswick Family Assistance Agency, Inc.  
P. O. Box 1551  
Shallotte, NC 28459

**21. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this

Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 22. Governing Law.** This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
- 23. Dispute Resolution.** Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
- 24. Governmental Immunity.** County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provide by law with regard to any action based on this Agreement.
- 25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.
- 26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

[SEAL]

**BRUNSWICK FAMILY ASSISTANCE AGENCY, INC.**

DocuSigned by:  
By: Stephanie Bowen  
70BEC3110702417...

Printed Name: Stephanie Bowen

Title: Executive Director

Date: 6/8/2020

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

DocuSigned by:  
Julie A. Miller  
02299718CD1D4B2...  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

**APPROVED AS TO FORM**

DocuSigned by:  
Bryan W. Batton  
0195D1309EEC7F3...  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**Exhibit A – Scope of Work  
Federal Tax Id. 56-1309961**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Brunswick Family Assistance Agency, Inc.
2. *If different* from Contract Administrator Information in General Contract:  
Address SAME  
Telephone Number:                      Fax Number:                      Email:  
3. Name of Program (s): Fee for Service – See attached list
4. Status:                      ☐ Public                      X Private, Not for Profit                      ☐ Private, For Profit
5. Contractor's Financial Reporting Year 1/1 through 12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
Fee for Service – Brunswick Family Assistance provides financial assistance to Brunswick County citizens with various services types of services to include direct financial assistance for utilities, rent and prescriptions. Brunswick Family Assistance also assists citizens with finding shelter and or transportation, as well as many other services requested by clients at Brunswick Family Assistance's discretion.

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)  
N/A
2. Negotiated County Rate.

Brunswick Family Assistance will bill county \$4.00 per individual service rendered to Brunswick County citizens regardless of the amount actually paid on behalf of each citizen. Total value of these services shall not exceed \$150,000.00.

Homeless veteran transportation vouchers – Shall not exceed \$2,000.00.

D. Number of units to be provided: Contract maximum \$152,000.00 for all services and contributions.

E. Details of Billing process and Time Frames; Brunswick Family Assistance will invoice county for services rendered each month by the 3<sup>rd</sup> working day of the new month to be paid by the county within two weeks of receipt of the invoice. Brunswick Family Assistance will bill for services rendered until funding is exhausted. Invoice to include types of assistance and dollar amounts provided by Brunswick Family Assistance.

F. Area to be served/Delivery site(s): Brunswick County

G. Agency shall assist County, to the best of its ability, in data and survey collection as requested.



**EXHIBIT "B"**  
**OUTSIDE AGENCY PERFORMANCE AGREEMENT**

**Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer**

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

**Officers and Board of Directors**

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

**Budget Submission**

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

**Annual Financial Review**

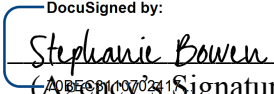
I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

**Alignment with Organization's Mission**

I certify that the programs and services for which this funding is requested align with the mission of the Agency.

**Intended Purpose**

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by:  Stephanie Bowen Title: Executive Director Date: 6/8/2020  
(Agency's Signature)

**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Brunswick Housing Opportunities, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, Agency provides affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing-related counseling and repair services to eligible Brunswick County residents pursuant to related grant and funding agreements (hereinafter referred to as the “Program”); and

WHEREAS, the Program addresses an important community human services need, as identified by the Brunswick County Board of Commissioners, and County has agreed to provide limited financial support to Agency in support of the Program.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall coincide with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto, which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County (hereinafter referred to as the “Services”). The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

- b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. County agrees to pay Agency for the Services satisfactorily performed in accordance with this Agreement, as more fully set forth on Exhibit "A." Unless otherwise specified, Agency shall submit monthly invoices and reports, including a Funding Allocation Report, to County, which shall include detail of all Services delivered or performed under the terms of this Agreement as well as any and all receipts for same. Invoices must contain an itemized description of all costs related to specific Services performed as well as a calculation of the County's proportionate share of costs associated with same.
- b. County shall pay all undisputed and properly completed invoices within two (2) weeks of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Agency, County shall inform Agency in writing of the disputed charges. Once the dispute has been resolved, Agency shall re-invoice County for the previously disputed charges, and, per any resolution between County and Agency, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Agency under this Agreement.
- c. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Records.** Agency agrees to allow the County to inspect its financial books and records, which document costs of Services, upon reasonable notice during normal working hours.

#### **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or
  - ii. In the event that Agency shall fail to satisfy the reporting requirements in Section 4 and Exhibit "A"; or

- iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of Services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the Services hereunder or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by Agency, County may elect to terminate this Agreement, in whole or in part, and/or require Agency to repay funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit County's remedies at law or in equity.
  - c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.
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- e. The Services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
  - f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.
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In the event that the Internal Revenue Service should determine that the Agency is, according to IRS. guidelines, an employee subject to withholding and social security contributions, the parties acknowledge that all payments to the Agency are gross payments, and the Agency is responsible for all income taxes and social security payments thereon.

**14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

**15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

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- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

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**20. Notices.**

- a. **Delivery of Notices.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **Effective Date of Notices.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022
- ii. For the Agency: Resea Willis, Executive Director  
Brunswick Housing Opportunities, Inc.  
P. O. Box 351  
Bolivia, NC 28422

With a copy to: David H. Harris, Jr., Registered Agent  
Brunswick Housing Opportunities, Inc.  
2530 Meridian Parkway, Suite 300  
Durham, NC 27713



- 21. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 22. Governing Law.** This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
- 23. Dispute Resolution.** Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
- 24. Governmental Immunity.** County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provide by law with regard to any action based on this Agreement.
- 25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.
- 26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

[SEAL]

**BRUNSWICK HOUSING OPPORTUNITIES, INC.**

DocuSigned by:  
By: Resea Willis  
91B955FEA1974F6...

Printed Name: Resea Willis

Title: Executive Director

Date: 5/26/2020

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

DocuSigned by:  
Julie A. Miller  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:  
Bryan W. Batton  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

## **EXHIBIT "A"**

### **Funding and Scope of Services**

1. For Services rendered by Agency in connection with this Agreement, Agency will submit invoices and reports to the County on a monthly basis. Invoices must contain a description of Services as outlined in the Services Description that follows. Payment will not exceed a total of fifty thousand dollars (\$50,000.00) annually and will be allocated as follows:
  - a. County shall provide assistance with overhead for liability insurance, rent and utilities related to the Housing Counseling and Housing Preservation programs based on the HUD percentages allocated to those programs on a monthly basis of one thousand two-hundred and fifty dollars (\$1,250.00) per month and up to an annual maximum of fifteen thousand dollars (\$15,000.00). The liability insurance is approximately four thousand seven hundred dollars (\$4,700.00) annually and rent and utilities are estimated at one thousand five hundred dollars (\$1,500.00) per month. In no event shall County's assistance under this Section a. exceed fifteen thousand dollars (\$15,000.00) annually.
  - b. Affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing-related counseling services to Brunswick County residents at a rate of one hundred and thirty-five dollars (\$135.00) per unique clients served up to an annual maximum of ten thousand dollars (\$10,000.00).
  - c. Housing repair services to eligible Brunswick County residents with a reimbursement for expenses related to the materials used in conjunction with such repairs up to an annual maximum of twenty-five thousand dollars (\$25,000.00).
2. County shall consider assisting with grant matches on a case-by-case basis with the stipulation that grant applications shall first be submitted to the County for review at the time of application.
3. Agency shall assist County to the best of its ability with survey and data collection and any other additional County needs as requested.

## Services Description

Brunswick Housing Opportunities, Inc. ("Agency") became a 501(c)3 nonprofit in 2008 and HUD Approved Housing Counseling Agency since 2010. Agency's mission is:

***Connecting people, preparation, and resources, with opportunities to achieve  
Individual housing and economic security to build vibrant communities.***

Agency's role in providing housing services to very low and low income residents in Brunswick County is that of a trusted advisor, educating the public seeking affordable housing on the process, options, and resources available to assist them. Agency services reduce the home repair waiting list while meeting the goal of assisting very low income elderly residents who would otherwise be on a waiting list with no hope of receiving assistance. Agency also works to train clients that do receive repairs how to maintain their home moving forward, thereby reducing the need for future repair services. The partnership with Brunswick Family Assistance, Brunswick County Homeless Coalition and other nonprofits allows us to prevent duplication of services when offering housing options. The case services manager bridges the gap between the resident, available services and resources to achieve their goal. A housing case services manager will advise the client/customer on the best options available for resources, programs, and services for housing sustainability according to their individual situation. Each client/customer must play an active role in the process towards the stated housing goal. A housing case services manager may not make any decision or conduct work in this process on behalf of the client/customer without their prior consent.

Agency will complete the following tasks with each client/customer served by the Agency, and/or referred by the County:

- Educate client regarding housing services, programs, and resources available.
- Collect information and data relevant to complete requirements for programs and services, for Agency and its collaborative partners.
- Provide follow up case management to assist client in achieving their housing goal and ensure program/project compliance and close out.
- Housing rehabilitation materials and supplies when needed.
- Agency will complete Invoices and monthly reports including the following:

Agency will submit reports, receipts and invoices to County for services rendered by the 10<sup>th</sup> of each month to be paid by the County within two (2) weeks of receipt. Agency will bill for Services until the funds of the budgeted amount are exhausted.

Client ID	Date Service Provided	Type of Service	Result	Total Hours
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Agency will include a Funding Allocation Report with monthly invoices as indicated below.

Service Provide	Hours	Rate	Total	AG-NCHFA	HUD	Brunswick County	ZSRF	CDBG	Donation	Other Source	Total
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**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Coastal Horizons Center, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.
  - b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. The County agrees to appropriate for the provision of services described in Exhibit “A” and more particularly described in the Program Budget, the maximum sum of \$35,000.00.
- b. Payments are contingent upon receipt of the Agency’s Outside Agency Performance Agreement attached hereto as Exhibit “B” and incorporated herein by reference as well as County’s receipt of Progress Reports, as defined below. Progress Reports from the Agency must show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency’s request for reimbursement.
- c. Once the Agency has satisfied its obligations as provided in Subsection b. of this Section, payment will be made thirty (30) days after receipt of the Progress Report and request for reimbursement or thirty (30) days after due date of the Progress Report, whichever is later.
- d. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Reporting.**

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency’s performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

#### **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as “Default”), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or

- ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.
- c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.
- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

## **7. Agency Representations.**

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Agency to enter into and perform its obligations under this Agreement;
  - d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
  - e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
  - f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.
- 8. Insurance.** Agency shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.
- 9. Workers' Compensation.** To the extent required by law, Agency shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.
- Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.
- 10. Divestment from Companies that Boycott Israel.** Agency hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.



- 11. Debarment.** Agency hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Agency must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.
- 12. E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.
- 13. Relationship of the Parties.** The parties agree that Agency shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.
- 14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.
- 15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
- 16. Assignment.** Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.
- 17. Confidential Information.** For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a)

trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

**18. Indemnification.** Agency shall defend, indemnify and hold harmless the County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the County or which the County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

**19. Non-Discrimination.** Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and Agency may be declared ineligible for further County agreements.

**20. Notices.**

- a. **Delivery of Notices.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
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- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

- ii. For the Agency: Coastal Horizons Center, Inc.  
615 Shipyard Boulevard  
Wilmington, NC 28412

**21. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be

unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**22. Governing Law.** This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

**23. Dispute Resolution.** Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

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**25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

**26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

[SEAL]

**COASTAL HORIZONS CENTER, INC.**

DocuSigned by:  
By: Jeremy Seamon  
10214DA095CA4E1...

Printed Name: Jeremy Seamon

Title: Program Director

Date: 6/2/2020

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

DocuSigned by:  
Julie A. Miller  
02299718CD1D4B2...  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:  
Bryan W. Batton  
02299718CD1D4B2...  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**EXHIBIT “A”**  
**PROGRAM/SCOPE OF SERVICES**  
**Federal Tax Id. 56-0950370**

**A. AGENCY INFORMATION**

1. Agency Name: Coastal Horizons Center, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address Same

Telephone Number: 910-754-4515 Fax Number: Email:

3. Name of Program (s): See Services and Fees set forth below.

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Agency's Financial Reporting Year 7/1 through 6/30

**B. Explanation of Services and the Fee Per Unit or Fee Per Unit Lot for such Services is set forth below:**

<b>SERVICE</b>	<b>FEE PER UNIT</b>	<b>FEE PER UNIT LOT</b>
Individual Mental Health Counseling-Adult	\$77.00 per individual session	\$6,960 (\$696.00 for 12 sessions for 10 clients)
Individual Substance Abuse Counseling-Adult	\$77.00 per individual session	\$6,960 (\$696.00 for 12 sessions for 10 clients)
Group Counseling (MH or SA)	\$25.00 per session	\$10,000 (12 months of participation for 10 clients)
Substance Abuse Intensive Out-Patient-Adult (3 hours a day, 3 days a week)	\$174.00 per day	\$16,000 for 10 clients (\$1,600 per client for 10 clients)
Trauma Treatment (Adults and Children)	\$77.00 per individual session	\$6,960 (\$696.00 for 12 sessions for 10 clients)
Anger Management (10-week group)	\$250.00	\$2,000 (10 clients through the 10-week program)
Urine Drug Screens	\$30.00 per test	\$30.00 per test for fiscal year 2019-2020

**D. Number of units to be provided: Contract Maximum \$35,000 for any and all Services billed.**

**E. Details of Billing process and Time Frames:** Agency will submit a monthly detailed reimbursement request for the Services rendered the previous month by the 10<sup>th</sup> of each month and upon approval by the County, Agency will receive payment within thirty (30) days. Monthly payment shall be made based on the fee for Services agreed upon by both parties.

**F. Area to be served/Delivery site(s): Brunswick County**

G. Agency shall assist County to the best of its ability with data and survey collection as well as other assistance to the County.

**EXHIBIT "B"**  
**OUTSIDE AGENCY PERFORMANCE AGREEMENT**

**Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer**

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

**Officers and Board of Directors**

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

**Budget Submission**

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

**Annual Financial Review**

I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

**Alignment with Organization's Mission**

I certify that the programs and services for which this funding is requested align with the mission of the Agency.

**Intended Purpose**

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

DocuSigned by:  
Certified by: Jeremy Seamon Title: Program Director Date: 6/2/2020  
(Agency's Signature)



**NORTH CAROLINA**

**FUNDED AGENCY AGREEMENT**

**BRUNSWICK COUNTY**

**THIS FUNDED AGENCY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Hope Harbor Home, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

**WITNESSETH:**

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
- 3. Scope of Services.**
  - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.
  - b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

#### **4. Funding.**

- a. The County agrees to appropriate for the provision of services described in Exhibit “A” and more particularly described in the Program Budget, the maximum sum of \$90,000.00.
- b. All funds appropriated shall be used solely for the purposes described in Exhibit “A.” Any funds not used for the purposes stated shall be promptly returned to the County. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Agency. If the funds are expended not in accordance with the Scope of Services, at the discretion of the County, the Agency may be required to repay the funds to the County.
- c. The Agency shall be paid quarterly, in four equal installments, in the amount of \$22,500.00. The first payment is contingent upon receipt of the Agency’s Outside Agency Performance Agreement attached hereto as Exhibit “B” and incorporated herein by reference.
- d. The County’s obligation to make the remaining quarterly payments is contingent upon receipt of Progress Reports, as defined below, from the Agency, which show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency’s request for reimbursement.
- e. Once the Agency has satisfied its obligations as provided in Subsection d. of this Section, payment will be made twenty-one (21) days after receipt of the Progress Report and request for reimbursement or twenty-one (21) days after due date of the Progress Report, whichever is later.
- f. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

#### **5. Agency Reporting.**

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency’s performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

## **6. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as “Default”), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
  - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or
  - ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
  - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County’s remedies at law or in equity.
- c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.

- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

**7. Agency Representations.**

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Agency to enter into and perform its obligations under this Agreement;
- d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
- e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
- f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

- 8. Insurance.** Agency shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

- 9. Workers' Compensation.** To the extent required by law, Agency shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

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

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

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

- 13. Relationship of the Parties.** The parties agree that Agency shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

- 14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

**15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

**16. Assignment.** Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

**17. Confidential Information.** For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or

- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

**18. Indemnification.** Agency shall defend, indemnify and hold harmless the County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the County or which the County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

**19. Non-Discrimination.** Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and Agency may be declared ineligible for further County agreements.

## **20. Notices.**

- a. **Delivery of Notices.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **Effective Date of Notices.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

ii. For the Agency: Hope Harbor Home, Inc.  
P.O. Box 230  
Supply, NC 28462

**21. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**22. Governing Law.** This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

**23. Dispute Resolution.** Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the brining of any suit or action.

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

**25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

**26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.



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

ATTEST:

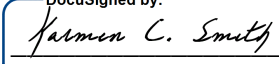
**BRUNSWICK COUNTY**

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

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

[SEAL]

**HOPE HARBOR HOME, INC.**

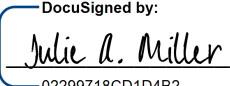
By:  \_\_\_\_\_  
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Printed Name: Karmen C. Smith

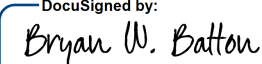
Title: Executive Director

Date: 6/15/2020

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

 \_\_\_\_\_  
02299718CD1D4B2...  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

APPROVED AS TO FORM

 \_\_\_\_\_  
0495D1306EB7473  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Asst. County Attorney

**EXHIBIT “A”  
PROGRAM/SCOPE OF SERVICES**

**Federal Tax Id. 56-1541947**

Hope Harbor Home, Inc., a private nonprofit organization, has, for the past 27 years, provided around-the-clock shelter and other essential services to support the health and welfare of individuals who are victims of the crime of domestic violence as well as those victims’ children who have been exposed to domestic violence. The Agency’s formal mission is to strive “to break the cycle of domestic and sexual violence in Brunswick County, N.C., with safe shelter, advocacy and education.”

It is in the interest of Brunswick County to support Hope Harbor Home, Inc.’s mission for Brunswick County residents. Brunswick County has committed budget funds to this purpose annually for more than 20 years.

Brunswick County will provide monetary support for lodging and meals of Hope Harbor Home residential clients based on the following formula agreed upon by the parties:

- \$7,500 per month to assist with lodging and meals for Brunswick County residents and their families.

Brunswick County’s obligation to provide monetary support for lodging and meals of Hope Harbor Home residents in Brunswick County will not exceed \$90,000.00 under this Agreement.

**PERFORMANCE STANDARDS**

The Agency agrees to:

- Collaborate with all agencies and departments of Brunswick County Government to ensure safety, health and welfare of domestic violence victims and their children and to avoid duplication of services with these agencies and departments.
- Operate in accordance with limitations on disclosure of confidential or private information.
- Develop and implement policies to reduce or eliminate family violence, domestic violence and dating violence in Brunswick County, and to make these policies available to Brunswick County.
- Ensure that no person shall on the grounds of sex, religion, age, disability, race, color, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under this Agreement. Nothing shall require any such program or activity to include any individual in any program or activity without taking into consideration that individual’s gender in those certain instances where gender is a bona fide occupational

qualification or programmatic factor reasonably necessary to the normal or safe operation of that particular program or activity.

- Ensure that no income eligibility standards be imposed upon individuals with respect to eligibility for assistance or services supported with funds appropriated to carry out this Agreement. No fees may be levied for assistance or services provided with funds to carry out this Agreement.
- Protect the confidentiality and privacy of adult, youth and child victims of family violence, domestic violence or dating violence, and their families in order to ensure the safety of such victims. Agency shall not disclose any personally identifying information without informed, written, reasonably time-limited consent by the person about whom information is sought.
- Maintain the confidentiality of the address or location of the shelter facilities assisted under this Agreement. The location of shelter facilities shall, except with written authorization of the persons or persons responsible for the operation of such shelter, not be made public.
- Ensure that no funds provided under this Agreement are used as direct payment to any victim of family violence, domestic violence or dating violence, or to any dependent of such victim.
- Agency shall assist the County to the best of its ability with data and survey collection and other issues as requested.

**EXHIBIT "B"**  
**OUTSIDE AGENCY PERFORMANCE AGREEMENT**

**Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer**

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

**Officers and Board of Directors**

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

**Budget Submission**

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

**Annual Financial Review**

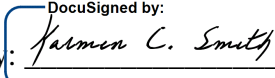
I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

**Alignment with Organization's Mission**

I certify that the programs and services for which this funding is requested align with the mission of the Agency.

**Intended Purpose**

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by:  Title: Executive Director Date: 6/15/2020  
DocuSigned by: Karmon C. Smith  
705A8D22AD8D4D7C  
(Agency's Signature)

**NORTH CAROLINA**

**BRUNSWICK COUNTY**

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part, and The Family Emergency Teen Shelter, Inc., (hereinafter referred to as “Provider”), party of the second part.

**WITNESSETH:**

**1. SERVICES; FEES**

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

**2. TERM OF AGREEMENT AND TERMINATION**

The term of this Agreement begins on 07/01/2020 (the “Effective Date”) and continues in effect until 06/30/2021, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

**3. NONAPPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

#### **4. COMPENSATION**

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

#### **5. INDEPENDENT CONTRACTOR**

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

#### **6. PROVIDER REPRESENTATIONS**

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

## **7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA**

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

## **8. NON-ENDORSEMENT AND PUBLICITY**

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

## **9. NON-EXCLUSIVITY**

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

## **10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## **11. DEBARMENT**

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

## **12. INDEMNIFICATION**

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

## **13. INSURANCE**

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.



#### 14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

#### 15. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
  - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
  - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

## **16. TAXES**

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

## **17. HEALTH AND SAFETY**

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

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

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

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

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

## **20. CONFIDENTIAL INFORMATION**

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

## **21. OWNERSHIP OF WORK PRODUCT**

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

## **22. NO ASSIGNMENT WITHOUT CONSENT**

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

### **23. GOVERNING LAW AND VENUE**

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

### **24. DISPUTE RESOLUTION**

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

### **25. GOVERNMENTAL IMMUNITY**

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

### **26. NON-WAIVER**

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

### **27. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

### **28. HEADINGS**

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

### **29. SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

### **30. AMENDMENTS**

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

### **31. NOTICES**

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

- ii. For the Provider: The Family Emergency Teen Shelter, Inc.  
Providence Home  
5310 Doshier Cutoff SE  
Southport, NC 28461

**32. SIGNATURES**

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

ATTEST:

**BRUNSWICK COUNTY**

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

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

[SEAL]

**THE FAMILY EMERGENCY TEEN SHELTER, INC.**

DocuSigned by:  
By: Warren Mortley  
B44232941CE1473...

Printed Name: Warren Mortley

Title: Executive Director

Date: 5/30/2020

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

DocuSigned by:  
Julie A. Miller  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:  
Bryan W. Batton  
Bryan W. Batton, Brunswick County Attorney/Asst Attorney

## THE FAMILY EMERGENCY TEEN SHELTER, INC.

### **Exhibit A – Scope of Work      Federal Tax Id. 56-1939867**

Providence Home is Brunswick County's only shelter for youth, ages 10-17, who due to an emergency or crisis situation, cannot remain with their families. Established in 1997, Providence Home is a private nonprofit organization, licensed as a six-bed, non-therapeutic facility by the State of North Carolina Department of Health and Human Services.

Providence Home provides Brunswick County's children with a safe location, twenty-four hours adult supervision and care and professional guidance with the expertise of a nationally certified counselor on staff.

Providence Home accepts referrals from the Brunswick County Department of Social Services, Law Enforcement agencies and parents. There are no fees charges for any services. Brunswick County government has traditionally committed budget funds each year to ensure that that Providence Home continues to provide its unduplicated service to residents and youth serving agencies.

The Provider's formal mission is to provide "short-term and safe shelter to Brunswick County youth who, due to an emergency, high-risk or crisis situation, cannot remain with their families."

Brunswick County will provide monetary support each month to Providence Home for up to six (6) residents based on the following formula agreed upon by the Parties:

- \$2,916.67 per month to assist with Shelter, Care and Counseling services for the residents and their families.

Brunswick County's obligation to provide monetary support for shelter care and counseling services and meals of Providence Home residents will be for Fiscal year 2020-2021 and will not exceed a total of \$35,000.

### **PERFORMANCE STANDARDS**

The Provider agrees to:

- Collaborate with all agencies and departments of Brunswick County Government to ensure safety, health and welfare of children at Providence Home.
- Operate in accordance with limitations on disclosure of confidential or private information
- Develop and implement policies to reduce or eliminate abuse, neglect and dependency in Brunswick County, and to make these policies available to the contract administrator for Brunswick County.
- Ensure that no person shall on the grounds of sex, religion, age, disability, race, color, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under this contract. Nothing shall require

THE FAMILY EMERGENCY TEEN SHELTER, INC.

any such program or activity to include any individual in any program or activity without taking into consideration that individual's gender in those certain instances where gender is a bona fide occupational qualification or programmatic factor reasonably necessary to the normal or safe operation of that particular program or activity.

- Ensure that no income eligibility standards be imposed upon individuals with respect to eligibility for assistance or services supported with funds appropriated to carry out this contract. No fees may be levied for assistance or services provided with funds to carry out this contract.
- Protect the confidentiality and privacy of adult, youth and child victims of family violence, domestic violence or dating violence, and their families in order to ensure the safety of such victims. The Provider shall not disclose any personally identifying information without informed, written, reasonably time-limited consent by the person about whom information is sought.
- Maintain the confidentiality of the address or location of the shelter facilities assisted under this contract. The location of shelter facilities shall, except with written authorization of the persons or persons responsible for the operation of such shelter, not be made public.
- Ensure that no funds provided under this contract are used as direct payment to any victim of family violence, domestic violence or dating violence, or to any dependent of such victim.





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

**Action Item # V. - 20.**

**From:** Health and Human Services - Social Services - Wortman Law  
David Stanley, HHS Executive Director Firm Contract FY 20-21

**Issue/Action Requested:**

Request that the Board of Commissioners approve the FY 20-21 contract for Wortman Law Firm, PLLC.

**Background/Purpose of Request:**

This contract is created to provide legal representation and support to Social Services in the areas of Child Protective Services, Foster Care, Adult Protective Services, Child Support Enforcement, and Guardianship. The maximum annual value of this renewal contract is \$80,000.

Staff recommends approval of the contract.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the FY 20-21 contract for Wortman Law Firm, PLLC.

**ATTACHMENTS:**

Description

- Wortman Contract (Full Partially Executed)

**Fiscal Year Begins 7/1/20 Ends 6/30/21**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Wortman Law Firm, PLLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number 38-3772315

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) State Certification (Attachment M)
- (9) Certification regarding nondiscrimination, clean air act & clean water act (Attachment N)
- (10) Contract Determination Questionnaire (required)

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

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

**3. Effective Period:** This contract shall be effective on 7/1/20 and shall terminate on 6/30/21, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$80,000.00.

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

☐ b. The Contractor's matching requirement is \$ , which shall consist of:

- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$80,000.00.

**6. Reversion of Funds:**

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

**7. Reporting Requirements:**

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

**8. Payment Provisions:**

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

Attachment B.

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

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Address	PO Box 219	Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Rachel Purvis Stanley, Attorney	Name & Title	SAME
Company Name	Wortman Law Firm, PLLC	Company Name	
Mailing Address	624 Village Road, Suite 1	Street Address	
City State Zip	Shallotte, NC 28470	City State Zip	
Telephone	910-755-7252		
Fax	910-755-7291		
Email	rachelpurvis@wortmanlaw.com		

**9. Supplementation of Expenditure of Public Funds:**

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

**10. Disbursements:**

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

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

**11. Outsourcing to Other Countries:**



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

**12. Federal Certifications:**

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

**13. Specific Language Not Previously Addressed:**

*( can be delted if not needed)*

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

WORTMAN LAW FIRM, PLLC

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

APPROVED AS TO FORM

County Attorney/Assist. County Attorney

Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  
Line #: 145310-419200

Signature of County Finance Officer

Date

COUNTY

Signature

Date

Printed Name:

Title

CONTRACTOR

Rachel Stanley

Signature

6/16/2020

Date

Rachel Stanley

Printed Name\*\*

Attorney

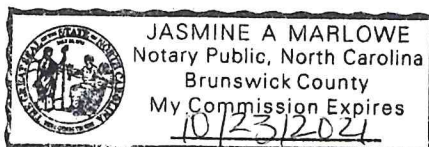
Title

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

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

  
(Notary Signature and Seal)

My Commission Expires: 10/23/2021



## Attachment A General Terms and Conditions

### Relationships of the Parties

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

**Insurance:** During the term of the contract, the Contractor at its sole cost and expense shall provide and maintain commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000 Each Accident, \$500,000 Disease – Each Employee, \$500,000 Disease – Policy Limit.
- (b) **Commercial General Liability** - General Liability Covering all operations involved in this agreement. \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Personal and Advertising Injury Limit, \$5,000 Medical Expense Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$1,500,000.00 liability for a 15 passenger or less vehicle and \$5,000,000 for vehicles holding greater than 15 passengers (including driver); and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-



owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
  - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
  - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
  - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
  - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.
- (m) Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due in part or in the entirety of contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as additional insured: BRUNSWICK COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADITIONAL

## INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- (n) Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- (o) Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- (p) All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- (q) The Certificate of Insurance should note in the Description of Operations the following:  
 Department: \_\_\_\_\_  
 Contract #: \_\_\_\_\_
- (r) Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick county for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- (s) In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management Personnel within twenty-four (24) hours.
- (t) Certificate Holder shall be listed as follows:  
 ATTENTION: Brunswick County Risk Manager  
 30 Government Center Dr NE  
 PO Box 249  
 Bolivia, NC 28422

## Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

## Default and Termination

**Termination Without Cause:** The County or the contractor may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision,



the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### Compliance with Applicable Laws

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

### Trafficking Victims Protection Act of 2000:

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For



additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or

sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

### E-Verify

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

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for

instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.



**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN   383772315**  
**Contract #**

**A.      CONTRACTOR INFORMATION**

1. Contractor Agency Name: Wortman Law Firm, PLLC
2. If different from Contract Administrator Information in General Contract:  
Address:

Telephone Number: 910-755-7252   Fax Number: 910-755-7291   Email:  
rachelpurvis@wortmanlaw.com

3. Name of Program (s):

4. Status:      ☐ Public      ☐ Private, Not for Profit      ☒ Private, For Profit

5. Contractor's Financial Reporting Year   1/1 through 12/31

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**

- 1) Legal representation and document preparation related to Adult Protective Services.
  - a. Review of / modification to incompetency petitions.
  - b. Preparation and filing of petitions.
  - c. Preparation for witness testimony at hearings.
  - d. Consultation with other attorneys.
  - e. Attendance at hearings.
- 2) Legal representation and document preparation related to Child Protection Services/ Foster Care.
  - a. Review of / modification to juvenile petitions.
  - b. Preparation of termination petitions.
  - c. Preparation for hearings, including consultation with staff.
  - d. Representation of the County at all court hearings.
  - e. Coordination of County responsibilities for issuance of subpoenas, hearing notices, response to discovery requests, and order preparation.
  - f. Appellate Services
- 3) Legal representation and document preparation related to the Child Support Unit.
  - a. Review of / modification to orders.
  - b. Preparation and filing of orders.
  - c. Consultation with child support staff.
  - d. Consultation with other attorneys.
  - e. Attendance at hearings.
- 4) Contractor agrees to maintain professional liability insurance.

- 5) Contractor agrees to arrange for an attorney to cover times when Contractor is unable to perform duties because of vacation, sickness, or other temporary absence. Contractor will promptly notify County and work with County to arrange counsel for cases in which Contractor has a conflict of interest.

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

1. Negotiated county rate shall apply.
2. Brunswick County has negotiated a fixed rate of \$80.00 per hour. The rate is inclusive of attorney's time as well as any adjunctive expenses routinely incurred by an attorney in the public practice of law. Adjunctive expenses may include photocopying, postage, telephone bills, etc.

3. Reimbursement for Meeting / Training Travel:

- a. Hourly Rate for Training – Per the DSS Fiscal Manual, an hourly “admin rate” of \$55.00 per hour may be paid to reimburse time spent in training sessions. All such training requires prior approval of DSS Director.
- b. Registrations – Registrations shall be reimbursed for any program-related travel with prior-approval from DSS Director.
- c. Subsistence – Hotel accommodations and meals shall be reimbursed for any program-related travel with prior-approval from DSS Director.
- d. Mileage – Travel miles shall be reimbursed at the standard IRS rate of \$0.545/mile for any program-related travel with prior approval from DSS Director. The hourly rate of pay will not be paid for travel time.

D. Number of units to be provided:

Shall increase to 1000 units per fiscal year for an amount not to exceed \$80,000 for Child Support, Adult Protective Services and Child Protective Services/Foster Care.

E. Details of Billing process and Time Frames:

- 1) The contractor shall submit to the agency billing for the prior month by the 10<sup>th</sup> business day of each month.
- 2) Contractor shall provide invoices for the above referenced services - Adult Protective Services and Child Protection Services/Foster Care - separately from the invoices for Child Support referenced in the original scope of work. Invoices for filing fees and service fees shall be identified by program/service area. (e.g. Service Fee – Child Support vs. Service Fee – Adult Protective Services).

- 3) Contractor agrees to pay filing and sheriff fees and will bill the County for the fees when invoices are submitted.

F. Area to be served/Delivery site(s): Brunswick County, unless as required in support of travel to and from meetings / trainings necessary to carry out the duties of this contract. All travel registrations, subsistence, and mileage must receive prior approval from DSS Director.



## ATTACHMENT C

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Brunswick County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 624 Village Road, SW Suite 1  
(Street address)

Shallotte, NC 28470  
(City, county, state, zip code)

2.  
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



**ATTACHMENT D**

**Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after



making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

07/01/20

To: County Department of Social Services/Human Services

**Certification:**

We certify that the Wortman Law Firm, PLLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

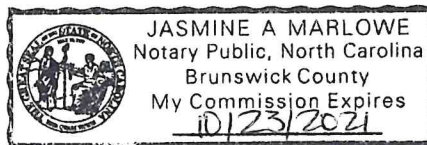
David Wortman and Rachel Purvis Stanley being duly sworn, say that we are the attorneys, of Wortman Law Firm of Shallotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Rachel Stanley  
Attorney  
[Signature]  
Attorney

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

[Signature]  
(Notary Signature and Seal)

My Commission Expires: 10/23/2021



<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

## 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.



ATTACHMENT N

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,  
CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.



Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
  - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
  - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
  - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
  - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
- (Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)Page 2 of 3

**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



Brunswick County Department of Social Services/Human Services

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1<sup>st</sup> day of July 2020, by and between Brunswick County Department of Social services ("Covered Entity") and Wortman Law Firm, PLLC ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Wortman Law Firm (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Brunswick County as the Brunswick County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Brunswick County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Brunswick County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.



#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required by Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

**c. Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.



CONTRACT PROVIDER NAME: Wortman Law Firm, PLLC

CONTRACT NUMBER: \_\_\_\_\_

CONTRACT PERIOD: 2020-2021

PROVIDER'S FISCAL YEAR: \_\_\_\_\_

**CONTRACT DETERMINATION QUESTIONNAIRE  
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors		5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		5
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3	Does the provider provide administrative functions such as Program Planning?		5
4	Does the provider provide administrative functions such as Monitoring?		5
5	Does the provider provide administrative functions such as Program Evaluation?		5
6	Does the provider provide administrative functions such as Program Compliance?		5
7	Is provider performance measured against whether specific objectives are met?		5
8	Does the provided have responsibility for programmatic decision making?		5
9	Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?		5
13	Does the provider provide these or similar goods and/or services only to the funding agency?		5
14	Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL		0	0

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE

Rachel Stramley  
Signature of Authorized Programmatic Individual

6/16/2020  
DATE

\_\_\_\_\_  
Signature of Authorized Administrative Individual

\_\_\_\_\_  
DATE

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: \_\_\_\_\_

Contract Number: \_\_\_\_\_

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

## HIPAA ASSESSMENT FORM

### Questions

### Notes

### Steps

1. Has a relationship been initiated Select allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		<del>YES</del> —Go to Question 2. <del>NO</del> —Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients? Select	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	<del>YES</del> —Go to Question 3. <del>NO</del> —Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information? Select	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	<del>YES</del> --Go to Question 4. <del>NO</del> —Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures? Select	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	<del>NO</del> —Got Question 5. <del>YES</del> —Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	<b>YES—You have identified a business associate relationship.</b> The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<div> <input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population </div> <p>Assessments</p> <div> <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance </div> <p>Contract Analysis</p> <div> <input type="checkbox"/> Central Office </div> <p>Supervision</p> <div> <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing </div>	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized.</p> <p>NO—STOP. There is no business associate relationship.</p>
<p><b>ADDITIONAL REQUIRMENTS</b></p>		
<p><b>NOTE:</b> Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013



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

**From:**  
Elizabeth Bynum

**Action Item # V. - 21.**

Sheriff's Office - Law Enforcement Interlocal Agreement - Town of Carolina Shores

**Issue/Action Requested:**

Request that the Board of Commissioners approve an Interlocal Agreement between Brunswick County, the Brunswick County Sheriff, and the Town of Carolina Shores.

**Background/Purpose of Request:**

Request that the Board of Commissioners approve an Interlocal Agreement between Brunswick County, the Brunswick County Sheriff, and the Town of Carolina Shores. An Interlocal Agreement has been prepared and approved by the Town of Carolina Shores to contract with Brunswick County and the Sheriff for the performance of dedicated law enforcement and patrol services within the town limits of the Town of Carolina Shores.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve an Interlocal Agreement between Brunswick County, the Brunswick County Sheriff, and the Town of Carolina Shores.

**ATTACHMENTS:**

Description

- ☐ Agreement final -- Carolina Shores



STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CAROLINA SHORES,  
NORTH CAROLINA, BRUNSWICK COUNTY, NORTH CAROLINA AND JOHN  
INGRAM, SHERIFF OF BRUNSWICK COUNTY**

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among Brunswick County, North Carolina (hereinafter referred to as "County") and the Town of Carolina Shores (hereinafter referred to as "Town") and John Ingram, Sheriff of Brunswick County (hereinafter referred to as "Sheriff").

**W I T N E S S E T H**

WHEREAS, this Agreement is made pursuant to the authority of N.C.G.S. § 160A-461 et seq.; and

WHEREAS, the Town desires to contract with the County and Sheriff John Ingram to provide law enforcement services within the Town limits of Carolina Shores; and

WHEREAS, the Town desires to maintain the level of law enforcement protection traditionally provided by the Sheriff; and

WHEREAS, the County, the Sheriff and the Town believe it to be in their best interests to enter into this interlocal agreement solely for the purpose of providing law enforcement services to the Town by the Sheriff or his designees.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. The Sheriff agrees to assign Deputy Sheriffs on the following basis:

Patrol & Traffic: 12 - 16 hours weekly

Special Events: As needed not to exceed 20 hours per year

2. The scheduling of deputies will be from available off-duty deputies who volunteer to participate in this assignment. Therefore, while the Sheriff will use reasonable efforts to provide the desired coverage, Sheriff's Office demands and the absence of volunteers may from time to time result in coverage that does not meet the coverage hours set forth above.
3. The deputy sheriffs so assigned to the Town shall patrol, enforce traffic safety laws and answer calls primarily within the municipal limits of the Town and roadways adjacent thereto (US 17, Thomasboro Road, Beach Drive), however the assigned deputies may from time to time be called upon to respond to emergencies or calls to assist other law enforcement officers in the areas surrounding the Town.

4. The Sheriff shall use good faith efforts to provide law enforcement officers who are qualified to provide law enforcement services in a manner consistent with customary law enforcement standards and practices. All such deputies shall be sworn and certified law enforcement officers employed by the Sheriff.
5. Each deputy sheriff assigned to Town pursuant to this Agreement shall at all times be an employee of the Sheriff of Brunswick County, and shall at no time be an employee of the Town. The deputy sheriffs assigned to Town pursuant to this Agreement shall be under the exclusive control, direction and supervision of the Sheriff of Brunswick County or his designee. Neither the Town nor any of its employees or elected officials shall have the right to control, direct or supervise the activities of the deputy sheriffs assigned to the Town for purposes of this Agreement.
6. Other than hours worked by deputy sheriffs for the Town and compensated directly by the Town, Sheriff of Brunswick County shall be solely responsible for compensating the deputy sheriffs assigned under this Agreement and shall be exclusively responsible for the provision of those benefits to the deputy sheriffs which accrue from the policies and regulations of the Brunswick County Board of Commissioners.
7. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Brunswick County Sheriff's Office pursuant to the Sheriff's policies and procedures.
8. Any and all vehicles and law enforcement equipment purchased pursuant to this Agreement shall become the property of the County for use by the Sheriff of Brunswick County for law enforcement purposes.
9. The compensation for the services rendered under this Agreement shall be made at a rate of \$30.00 per hour to each officer, based upon a timesheet maintained by the Town and paid directly to each officer by the Town.
10. The Town agrees to provide a form 1099, pursuant to the federal and state tax requirements, to each deputy providing services to the Town.
11. The Town agrees to pay \$1,065.00 per quarter to Brunswick County for equipment costs.
12. The Town Administrator shall appoint a liaison to assist the Sheriff's Office in conducting the services pursuant to this Agreement, such liaison shall assist, clarify, and aid the Sheriff's Office in resident interactions of a non-criminal nature and shall consult with the Sheriff's Office on operational matters such as scheduling preference. The liaison shall also be responsible for maintaining a general log of services rendered for accounting internal control.
13. The Town agrees to report immediately to the Sheriff any misconduct, improper conduct or illegal conduct of any deputy assigned to the Town under this Agreement.



14. The term of this Agreement shall be from such date of final approval as set forth herein below and shall continue through June 30, 2021, unless sooner terminated as provided herein below.
15. Nothing in the performance of this Agreement shall impose any liability for claims against the County other than claims for which liability may be imposed by applicable law.
16. Nothing in the performance of this Agreement shall impose any liability for claims against the Town other than claims for which liability may be imposed by applicable law.
17. This Agreement may be terminated by any party at will, without cause, by providing written notice to the other parties, such termination to be effective one (1) month from the date of the written notice.
18. To the extent permitted by law, Town shall indemnify and hold harmless County and Sheriff and their officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Town, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against County or Sheriff, Town shall defend the same at its sole cost and expense; provided that, County and Sheriff retain the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against County or Sheriff and their respective officers, agents, employees or any of them, or jointly against County or Sheriff and Town and its respective officers, agents and employees, or any of them, Town shall satisfy same.
19. No party shall discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The parties shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment.
20. The parties agree that, unless exempt by law, they shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes when verifying the work authorization of its employees.
21. To the extent applicable, no party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
22. All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address as shown below, or such other address as it may designate, by notice given as aforesaid:

If to the County:

**Sheriff John Ingram**  
Brunswick County Sheriff Office  
70 Stamp Act Drive NE  
Bolivia, NC 28422

with copy to: **County Manager**  
Brunswick County Manager  
30 Government Center Drive  
Bolivia, NC 28422

If to Town:

**Town Administrator**  
200 Persimmon Road  
Carolina Shores, NC 28467

23. Each party to this Agreement will be responsible for its own actions in providing service under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
24. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.
25. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
26. This Agreement constitutes the entire agreement of the parties. There are no other agreements, oral or written, other than those in this Agreement. Any amendments to this agreement must be in writing and signed by all parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies, have caused this Agreement to be duly executed, this the day and year first above written.

ATTEST:

BRUNSWICK COUNTY

BY: \_\_\_\_\_  
Andrea White, Clerk to the Board

BY: \_\_\_\_\_  
Randell Woodruff, County Manager

ATTEST:

TOWN OF CAROLINA SHORES

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

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

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

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

WITNESS:

SHERIFF OF BRUNSWICK COUNTY

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

BY: \_\_\_\_\_  
Sheriff John Ingram

Approved as to Legal Form

\_\_\_\_\_



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

**Action Item # V. - 22.**

**From:** Tax Administration - July 2020 Releases  
Jeffery P Niebauer

**Issue/Action Requested:**

Request that the Board of Commissioners approve the July 2020 releases.

**Background/Purpose of Request:**

Approval of the tax releases for July 2020. A summary of the releases is listed below.

**County** real property release value \$535,880 (5 releases)

**County** VTS June 2020 release value \$151,864 (16 releases)

**Smithville** VTS June 2020 release value \$22,373 (2 releases)

**Boiling Spring** VTS June 2020 release value \$2,080 (1 release)

**Leland** VTS June 2020 release value \$21,567 (3 releases)

**Oak Island** VTS June 2020 release value \$22,373 (2 releases)

**St James** VTS June 2020 release value \$28,264 (4 releases)

For information purposes only

**Calabash** fire district \$28.13 (2 releases)

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the July 2020 releases.

**ATTACHMENTS:**

Description

- ☐ Tax Releases July 2020
- ☐ Motor Vehicle Releases VTS July 2020 Processed June 2020 (NCDMV Tax & Tag)
- ☐ Fire Fee Releases July 2020

## Tax Releases for July 2020

### Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047696	6/25/2020	SUNBELT P5 LLC	137699 (2019)	60686778	Brunswick County	240AF0037		\$145.50-C	\$30,000.00	Duplicate listing
047698	6/25/2020	SUNBELT P5 LLC	136447 (2018)	60686778	Brunswick County	240AF0037		\$169.75-C	\$35,000.00	Duplicate listing
047700	6/25/2020	TREST ROY D	300213 (2018)	80061487	Brunswick County	2250006301	SHALLOTTE	\$761.26-C	\$156,960.00	Did not sell/Transfer parcel on land use
047701	6/25/2020	TREST ROY D	300212 (2018)	80061487	Brunswick County	2250006301	SHALLOTTE	\$761.26-C	\$156,960.00	Did not sell/Transfer parcel on land use
047702	6/25/2020	TREST ROY D	300211 (2018)	80061487	Brunswick County	2250006301	SHALLOTTE	\$761.26-C	\$156,960.00	Did not sell/Transfer parcel on land use

## Release Category Codes

### Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

### Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

## Release Category Codes

Release Code	Release Type
--------------	--------------

PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
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SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTS RELEASES PROCESSED JUNE 2020

<u>Adjust ment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B-VAL</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
935236	26374467	COMBS, ANDREA MALENA	BJN5491	2007	TOYT	6,310	5,679	631				5,679						NC INSPECTION, 208,976 MILES	06/05/20	12	High Mileage/Condition
933978	54053461	JONES, JAYNE-LEIGH	TCJ2741	2008	FORD	7,410	5,780	1,630				5,780						A. SPENCER VISUALLY INSPECTED MILEAGE	06/05/20	12	High Mileage/Condition
935326	41863047	SHANK, GERALD CHRISTOPHER	2020CS	2009	MAZD	8,080	6,000	2,080	20			6,000						ADJ PER NADA VALUE	06/11/20	20	Appealed value
935741	47937130	WINSTON, KATHRYN CUSHING	ECF8371	2016	MERZ	33,241	22,797	10,444	29			22,797		23,996	2019			BOS 2019=\$23996-DEP	06/11/20	1	Adjusted per Purchase Price
935887	40756531	THIBODEAU, PETER AMOS	XXL8587	2017	GMC	30,497	23,925	6,572	31			23,925						ADJ PER NADA VALUE	06/11/20	20	Appealed value
936061	48775124	WINSTON, KATHRYN CUSHING	JCRDU	2012	LEXS	17,340	16,000	1,340	29			16,000						ADJ PER NADA VALUE	06/11/20	20	Appealed value
936064	53424628	ROBLES, JEREMIAS MIGUEL	HFE1833	2020	CHEV	47,717	-	47,717					TEMP				MILITARY	HOR- NY	06/11/20	4	Military Exempt
936081	53653383	GREAT DAY GOLF CARTS LLC	CM13331	2020	TRIC	15,260	1,100	14,160				1,100						OVERVALUED TRAILER	06/11/20	20	Appealed value
936518	32142667	NELSON, ALAN FREDERICK	CH36729	2012	KARA	6,712	730	5,982				730						OVERVALUED TRAILER	06/11/20	20	Appealed value
937232	54304819	VANSTEEN, DALTON PERRY	CM13153	2016	CAON	8,060	600	7,460				600						OVERVALUED TRAILER	06/12/20	20	Appealed value
937553	41181180	WICKHAM, KELLY SUE	EKM4643	2016	CADI	25,960	20,675	5,285	31			20,675						ADJ PER NADA VALUE	06/17/20	20	Appealed value
938073	24842105	HOFFMAN, JAMES LEO	CJP1626	2015	AUDI	36,660	25,350	11,310	29			25,350						ADJ PER NADA VALUE	06/17/20	20	Appealed value
939267	51306718	WADDELL, WILLIAM JOSEPH	PED7313	2017	RAM	17,490	-	17,490	14	3	PERM						MILITARY	HOR-TX ETS-290430	06/18/20	4	Military Exempt
938660	52725106	ADKINS, STEVEN SHANE	HCF3021	2011	TOYT	9,710	-	9,710	31		TEMP						MILITARY	HOR- AK	06/18/20	4	Military Exempt
940038	48457257	MODLIN, CHADWICK THOMAS	HAJ2579	2017	LINC	29,650	24,767	4,883	14	3		24,767		26,070	2019			BOS 2019=\$26,070-DEP	06/22/20	1	Adjusted per Purchase Price
940329	52658907	KRUKAR, BARBARA	TAW8614	2018	CADI	39,220	34,050	5,170	29			34,050						ADJ PER NADA VALUE	06/22/20	20	Appealed value



JULY 2020  
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047697	6/25/2020	SUNBELT P5 LLC	137699 (2019)	60686778	Brunswick County	240AF0037		\$15.63-CALF	\$30,000.00	Duplicate listing
047699	6/25/2020	SUNBELT P5 LLC	136447 (2018)	60686778	Brunswick County	240AF0037		\$12.50-CALF	\$35,000.00	Duplicate listing

## Release Category Codes

Release Code	Release Type
--------------	--------------

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Code	Release Type
--------------	--------------

BHILL	BALH HEAD ISLAND LATE LIST
BELL	BELVILLE LATE LIST
BSLL	BOILING SPRING LAKES LATE LIST
BOLL	BOLIVIA LATE LIST
CALL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

## Release Category Codes

Release Code	Release Type
--------------	--------------

PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
--------------	--------------

SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH



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

**Action Item # V. - 23.**

**From:** Human Resources - Policy Revision for Inclement Weather  
Melanie Turrise, Human Resources  
Director

**Issue/Action Requested:**

Request that the Board of Commissioners adopt a revision to the County Personnel Policy #400 Section 25 Inclement Weather/Non-Emergency Closure and State of Emergency.

**Background/Purpose of Request:**

Request that the Board of Commissioners adopt a revision to the County Personnel Policy #400 Section 25 Inclement Weather/Non-Emergency Closure and State of Emergency.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners adopt a revision to the County Personnel Policy #400 Section 25 Inclement Weather/Non-Emergency Closure and State of Emergency.

**ATTACHMENTS:**

Description

▣ Proposed\_Inclement\_Weather\_7.6.2020.pdf

## 25. INCLEMENT WEATHER/NON-EMERGENCY CLOSURE AND STATE OF EMERGENCY

### 25.1 Definitions

25.1.1 *Inclement Weather* – a weather event (snow, ice, etc.) or other event which may result in hazardous conditions. This may result in closure of County offices by the County Manager. In the event that County offices are open for business, employees may use discretionary judgment if they feel that their safety is at risk.

25.1.2 *State of Emergency* (aka County Disaster) – a serious event (i.e. hurricane) that results in extremely hazardous conditions and safety risk. Under these conditions, the Chairman of the Board of Commissioners declares a state of emergency.

### 25.2 Pay Parameters

25.2.1 When county offices are closed to the public during normal business hours due to inclement weather and/or state of emergency events, County Management will provide compensation equivalent to the employee hourly rate for normal business hours, as appropriate, to full-time employees that are scheduled to work during the period of closure.

25.2.2 When County offices remain open for business, all employees are expected to report for their scheduled shift. Due to discretionary judgment, an employee who does not work their scheduled hours must use 'leave' in order to be paid for the hours not worked. Leave usage will be utilized in the following order:

- petty leave
- comp time may be used if petty leave exhausted
- annual leave may be used if petty leave and comp time exhausted
- sick leave may be used if petty leave, comp time and annual leave have been exhausted
- if no leave available, employee must take leave without pay

25.2.3 When County offices are closed due to state of emergency as defined in 25.1.2, only essential personnel, as defined by the Department Head, may work. Those essential employees approved to work during the state of emergency, will receive premium pay.

25.2.3.1 Non-exempt essential personnel will be compensated at 1.5 times their hourly rate for all hours worked during the state of emergency.

25.2.3.2 Exempt essential personnel will be compensated at 1.0 times their hourly rate for all hours worked during the state of emergency.

25.2.3.3 Both non-exempt and exempt essential personnel that are required to work during normal business hours will receive compensation in accordance with 25.2.1 in addition to the pay they receive under 25.2.3.1 and 25.2.3.2.

~~25.2.4 Under circumstances that require essential employees to meet, confer, or participate in planning for an event prior to a county closure or declared state of emergency, outside of their regularly scheduled shift, including a night, weekend or holiday, both non-exempt and exempt personnel will be paid at their normal rate of pay.~~



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

**From:**  
Andrea White

**Action Item # VI. - 1.**

Public Hearing - Economic Development Incentive for Pacon Manufacturing Corporation

**Issue/Action Requested:**

Request that the Board of Commissioners conduct a Public Hearing to receive public comments regarding a proposed economic development incentive for Pacon Manufacturing Corporation.

**Background/Purpose of Request:**

The Brunswick County Board of Commissioners proposes to appropriate and expend county funds for the following economic development project pursuant to Section 158-7.1 of the General Statutes of North Carolina. Pacon Manufacturing Corporation plans to establish a manufacturing facility in an existing building located at 100 Quality Drive, Navassa, NC 28451. The Project is eligible for a One North Carolina Grant from the N.C. Department of Commerce in the amount of \$300,000 and a Building Reuse Grant from the N.C. Department of Commerce, Rural Development Division, in the amount of \$700,000.

These grants require approval of Performance Agreements by Brunswick County as the applicant for the grant funding and Pacon Manufacturing Corporation. Brunswick County must commit to a local match of \$300,000 for the One North Carolina Fund and \$35,000 for the Building Reuse Grant, which is provided by the \$300,000 One North Carolina Fund match.

In return for the economic incentives detailed above, the Company must invest \$16,000,000 in real estate improvements and personal property, said investment to include \$3,000,000 for building renovations, and \$13,000,000 in machinery and equipment. In addition, the Company must create 299 new full-time jobs in Brunswick County for full payment of the One North Carolina Grant within 5 years, and 238 new full-time jobs in Brunswick County within 2 years for the Building Reuse Grant and Brunswick County Local Incentive Grant with an average annual wage of \$32,146.

If approved, the County will fund the local match payment with available revenues in the County's General Fund. The Board believes this project will stimulate and stabilize the local economy and result in the creation of new, permanent jobs in the County.

The Public Hearing was advertised in the local newspapers published on June 17, 2020 and June 18, 2020.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners conduct a Public Hearing to receive public comments regarding a proposed economic development incentive for Pacon Manufacturing Corporation.

## **ATTACHMENTS:**

### Description

- ▣ Affidavit of Publication - Pacon Manufacturing - Brunswick Beacon
- ▣ Affidavit of Publication - Pacon Manufacturing - State Port Pilot





## NOTICE OF PUBLIC HEARING

The Brunswick County Board of Commissioners will conduct a Public Hearing on Monday, July 6, 2020 at 3:00 p.m., or as soon thereafter as it may be reached, in the Commissioners Chambers located in the David R. Sandifer Building, 30 Government Center Drive, NE, Bolivia, NC. The purpose of the hearing is to receive public comments regarding a proposed economic development incentive for Pacon Manufacturing Corporation.

The Brunswick County Board of Commissioners proposes to appropriate and expend county funds for the following economic development project pursuant to Section 158-7.1 of the General Statutes of North Carolina. Pacon Manufacturing Corporation plans to establish a manufacturing facility in an existing building located at 100 Quality Drive, Navassa, NC 28451. The Project is eligible for a One North Carolina Grant from the N.C. Department of Commerce in the amount of \$300,000 and a Building Reuse Grant from the N.C. Department of Commerce, Rural Development Division, in the amount of \$700,000.

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If approved, the County will fund the local match payment with available revenues in the County's General Fund. The Board believes this project will stimulate and stabilize the local economy and result in the creation of new, permanent jobs in the County.

The public is invited to attend.

Andrea White

Clerk to the Brunswick County Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

## AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared

**Angie Sutton**

who, being first duly sworn, deposes and says: that she is

**Publisher**

(Owner, partner, publisher, or other officer or employee  
authorized to make this affidavit)

of The Brunswick Beacon, a newspaper published, issued, and entered as periodical mail in the Town of Shallotte in the said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Brunswick Beacon on the following date(s):

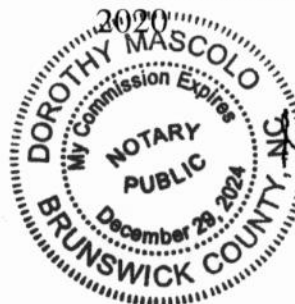
**June 18, 2020**

and that the said newspaper in which such notice, paper document or legal advertisement was published, was at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This the 18th day of June, 2020.

*Angie Sutton*  
(Signature of person making affidavit)

Sworn to and subscribed before me this 18th day of June,



*Dorothy Mascolo*  
(Notary Public)



# Brunswick County PUBLIC NOTICE

## NOTICE OF PUBLIC HEARING

The Brunswick County Board of Commissioners will conduct a Public Hearing on Monday, July 6, 2020 at 3:00 p.m., or as soon thereafter as it may be reached, in the Commissioners Chambers located in the David R. Sandifer Building, 30 Government Center Drive, NE, Bolivia, NC. The purpose of the hearing is to receive public comments regarding a proposed economic development incentive for Pacon Manufacturing Corporation.

The Brunswick County Board of Commissioners proposes to appropriate and expend county funds for the following economic development project pursuant to Section 158-7.1 of the General Statutes of North Carolina. Pacon Manufacturing Corporation plans to establish a manufacturing facility in an existing building located at 100 Quality Drive, Navassa, NC 28451. The Project is eligible for a One North Carolina Grant from the N.C. Department of Commerce in the amount of \$300,000 and a Building Reuse Grant from the N.C. Department of Commerce, Rural Development Division, in the amount of \$700,000.

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If approved, the County will fund the local match payment with available revenues in the County's General Fund. The Board believes this project will stimulate and stabilize the local economy and result in the creation of new, permanent jobs in the County.

The public is invited to attend.

Andrea White

Clerk to the Brunswick County Board of Commissioners

(6-17)

## CK COUNTY AROLINA

## FFIDAVIT OF PUBLICATION

undersigned, a Notary Public of said County and State, oned, qualified and authorized by law to administer lly appeared MARISA BUNDRICK, who, being n, deposes and says that she is the employee autho- this affidavit, of The State Port Pilot Inc., engaged ion of a newspaper known as THE STATE PORT hed, issued and entered as periodicals mail in the ort, in said County and State; that the notice or other ment, a true copy of which is attached hereto, was HE STATE PORT PILOT on the following dates:

6/17

newspaper in which said notice, paper, document or ment was published was, at the time of each and ublication, a newspaper meeting all of the requirements ons of Section 1-597 of the General Statutes of North was a qualified newspaper within the meaning of of the General Statutes of North Carolina.

18th day of June, 2020.

Marisa Bundrick

(Signature of person making affidavit)

Sworn to and subscribed before me this 18th day of June, 2020.

Shannon M. Galloway

Notary Public EXP: 4/22/2024



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

**Action Item # VII. - 1.**

**From:**  
Randell Woodruff

Brunswick Business & Industry Development - Pacon Manufacturing Performance Agreement, Rural Development Building Reuse Grant and Local Agreements (Bill Early, Executive Director)

**Issue/Action Requested:**

Request that the Board of Commissioners approve the One NC Grant Performance Agreement, NC Department of Commerce Rural Development Building Reuse Grant Agreement, Local Incentive Agreement, Amended and Restated Rural Economic Development Loan Agreement, and budget amendment for local matching funds associated with Pacon Manufacturing Corporation.

**Background/Purpose of Request:**

Pacon Manufacturing is a New Jersey based company relocating their manufacturing business from New Jersey to North Carolina and has determined that the former US Marine Building, located in Navassa, is suitable for their manufacturing and warehousing needs for anticipated growth within their company.

-The One NC Grant and Company Performance Agreement - to be eligible for the full \$300,000 grant the company must create 269 jobs by April 5, 2024. This requires a local match of \$300,000.

-The proposed Rural Development Building Reuse Grant Agreement will provide State assistance in offsetting the costs of facility improvements required to utilize the existing building. The proposed application is a request for funding of \$700,000 from NC Department of Commerce Rural Development. The local matching funds of \$35,000 is satisfied with the local matching funds for the One NC Grant.

-Local Incentive Agreement with Pacon Manufacturing Company provides a \$300,000 total payment from the County designed to be an inducement to the company to provide and maintain the required Performance Commitment levels of Full Time Employees and Direct Investment in plant, property and equipment.

-Amended and Restated Rural Economic Development Loan Agreement and Legally Binding Commitment with Quality Drive Partners Holdings, LLC (Landlord) and Pacon Manufacturing Corporation (Owner-Tenant) allows for Pacon Manufacturing Company (Tenant) to receive the \$700,000 Building Reuse Grant and The Owner-Tenant specifically acknowledges and agrees that it must repay the Amended Loan in accordance with the terms of this Amended Legally Binding Commitment including the Amended Loan if Owner-Tenant does not create and maintain the new jobs required.

**Fiscal Impact:**

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

Budget amendment and the associated capital grant ordinance appropriates \$1,000,000 in State Revenues Restricted and \$300,000 in Fund balance appropriated for the grant fund local matching funds for the One NC Grant. The \$35,000 local match for the reuse grant is satisfied by the One NC Grant match of \$300,000.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the One NC Grant Performance Agreement, NC Department of Commerce Rural Development Building Reuse Grant Agreement, Local Incentive Agreement, Amended and Restated Rural Economic Development Loan Agreement, and budget amendment for local matching funds associated with Pacon Manufacturing Corporation.

**ATTACHMENTS:**

Description

- ▣ Contract Revision
- ▣ One NC Agreement Documents
- ▣ Pacon Incentive Agreement
- ▣ Quality Pacon Brunswick - Amended and Restated Legally Binding Commitment
- ▣ Notice of Public Hearing
- ▣ 20200706 Budget Amendments Pacon .pdf
- ▣ 07062020 Pacon CPO.pdf



ROY COOPER  
*Governor*

ANTHONY M. COPELAND  
*Secretary*

KENNY FLOWERS  
*Assistant Secretary*

September 4, 2019

Mr. Frank Williams  
Chairman, Board of Commissioners  
Brunswick County  
PO Box 249  
Bolivia, NC 28422

Re: Contract Agreement for Grant Number 2019-121-3201-2587; Your Signature and Reply is Requested  
Project Title: "Pacon Manufacturing/Project Pavement" – **Revision #1**

Dear Chairman, Board of Commissioners Williams:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com). If you have any questions or if I can be of any assistance, please contact me at (919) 814-4671 or [nichole.gross@nccommerce.com](mailto:nichole.gross@nccommerce.com).

Sincerely,

Nichole M. Gross  
Grant Manager

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Brunswick County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Quality Drive Holdings, LLC** (the “Owner”) owns certain real property located at:

100 Quality Drive  
Navassa, NC 28451

in **Brunswick** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
  - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
  - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **4/18/2019** ("Effective Date") and shall terminate on **4/18/2021** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$700,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the



Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit

shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in

connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (e). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner’s expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan

funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
  - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
  - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
  - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:   Attn: **Hazel Edmond**  
Program Manager  
North Carolina Department of Commerce  
Rural Economic Development Division  
301 North Wilmington Street  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:                   Attn: **Mr. Frank Williams**  
Chairman, Board of Commissioners  
Brunswick County  
PO Box 249  
Bolivia, NC 28422

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.



20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

**Brunswick County**

Signature: \_\_\_\_\_ [SEAL]

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

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

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

**North Carolina Department of Commerce**

Signature: \_\_\_\_\_ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 9/4/2019

**EXHIBIT A**  
**SCOPE OF PROJECT**

Summary: The project will support the reuse of a 336,435 SF building located at 100 Quality Drive in Navassa. The building was constructed in 2000 and has been vacant for 10 years. Pacon Manufacturing produces a wide range of custom products for wet and dry applications. Products include baby wipes, make-up removal wipes, and cleaning wipes. Clients include Burt's Bee's, Neutrogena, and Clorox.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

**Eligible Expenditures:**

**Vacant Building Category:** within the existing building footprint

**Existing Business Building Category:** within the existing building and/or additions

**Rural Health Care Category:** within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

**Reimbursement Requirements:**

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C**  
**REPORTING SCHEDULE**

Progress reports are due on January 15<sup>th</sup> and July 15<sup>th</sup> for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

**Failure to submit progress reports as required:**

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D**  
**JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

**Job Verification**

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

**Grantees should submit the following as evidence of job creation and maintenance:**

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
  - NCUI 101 Forms should be submitted to Commerce.
  - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
  - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
  - The jobs created and the baseline must be maintained concurrently during the same six-month period.
  - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
  - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos on CD that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/forms> . Email completed forms and reports to [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com) .

**Brunswick County** (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Quality Drive Holdings, LLC** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

100 Quality Drive  
Navassa, NC 28451

in **Brunswick County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$700,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
  - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
  - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
  - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **0** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **238** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **4/18/2019** (“Effective Date”) and shall terminate **4/18/2021** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

- employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.
- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.
7. Project Records.
- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal



monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
  - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
  - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
  - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
  - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
- (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.

12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
- (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
  - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$2,941.17** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
  - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, “Laws”) of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Owner:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

**Governmental Unit Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

**Owner Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2019-121-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Brunswick County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$700,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

100 Quality Drive  
Navassa, NC 28451

in **Brunswick** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.



The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner (“First Demand”) in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand (“Second Demand”) to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31<sup>st</sup> day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: \_\_\_\_\_ , 20 \_\_\_\_\_

If by Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

Dated as of: \_\_\_\_\_ , 20 \_\_\_\_\_

If by Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

Limited Waiver of Confidentiality  
Unemployment Tax and Wage Records  
**BUILDING REUSE PROGRAM – Revision #1**

**EXHIBIT G**  
**2019-121-3201-2587**

Name of Taxpayer \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

NC Unemployment Insurance Acct #: \_\_\_\_\_ Fed Tax ID #: \_\_\_\_\_

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Brunswick County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

\_\_\_\_\_  
Signature Chief Financial Officer or Other Authorized Company Official

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

\_\_\_\_\_  
Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Quality Drive Holdings, LLC**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

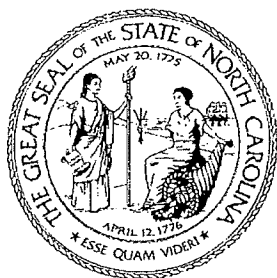
☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Brunswick County** as the beneficiary in the amount of **\$700,000.00**.

☐ **Brunswick County** (“Governmental Unit”) has elected NOT to secure with a deed of trust on the subject property the **\$700,000.00** in grant funds awarded by the North Carolina Department of Commerce (“Commerce”) for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner’s failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

---

Please fill in the box below:

Governmental Unit Name:	<u><b>Brunswick County</b></u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____



ROY COOPER  
Governor

ANTHONY M. COPELAND  
Secretary

STEWART DICKINSON  
Director

August 5, 2019

Mr. Lawrence Shannon  
Pacon Manufacturing Corporation  
400 Pierce Street  
Somerset, NJ 08873

SUBJECT: Company Performance Agreement – # 2018-21633  
One NC Fund – County of Brunswick / Pacon Manufacturing Corporation (the "Company")

Dear Mr. Shannon:

The *Terms of One NC Grant* and *Company Performance Agreement* are enclosed for the above-referenced project. Please print two copies of the *Company Performance Agreement*, complete with signature(s) and notarization. Both originals duly executed by the company, as specified in the Agreement, must be returned to the Commerce Finance Center by October 15, 2019, or the One NC Grant award may be terminated. Refer to the North Carolina General Statute §143B-437.72 regarding compliance.

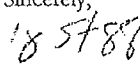
After receiving the executed documents (two sets) of *Company Performance Agreements*, the Department of Commerce will forward the documentation to the County of Brunswick for appropriate local government signatures. After I receive the executed agreements, copies will be e-mailed to you for your file.

A copy of the *One North Carolina Fund Disbursement Request* form (Exhibit A) the company submits to the County of Brunswick when funds are being requested is enclosed.

The *One North Carolina Fund February 1 Company Report to Department of Commerce* form (Exhibit B) regarding February 1 annual reporting requirements is enclosed. Before February 1 of each year, complete and send to my attention. You may want to make yourself a reminder.

Should you have questions, regarding the grant funding process, please call me at 919-814-4615 or email [kstagg@nccommerce.com](mailto:kstagg@nccommerce.com). Express mail your executed agreements (UPS or FedEx) to my attention: Commerce Finance Center, North Carolina Department of Commerce, 301 North Wilmington Street (Fourth Floor South), Raleigh, North Carolina, 27601. (Please do not use the US Postal Service to express mail your agreements; the US Postal Service does not deliver directly to our building.)

Thank you.

Sincerely,  
  
Kenny Stagg

Enclosures

# COMPANY PERFORMANCE AGREEMENT

## THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the “CPA”), effective the 5th day of April, 2019 (the “Effective Date”), by and between Pacon Manufacturing Corporation, a Delaware Corporation authorized to do business in North Carolina (the “Company”), and the County of Brunswick, North Carolina (the “Local Government,” and, together with the Company, the “Parties”);

### WITNESSETH:

**WHEREAS**, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the “DOC”); and

**WHEREAS**, a One North Carolina Fund grant award in the amount of Three Hundred Thousand Dollars (\$300,000) (the “Grant”) has been negotiated and agreed to by DOC and the Parties; and

**WHEREAS**, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the “LGGA”); and

**WHEREAS**, the Grant is to be used by the Company toward the goal of creating Two Hundred Ninety Nine (299) new jobs (the “Target New Jobs”), which shall be permanent full-time jobs (each, a “New Job”), and Thirty Seven Million Six Hundred Thousand Dollars (\$37,600,000) (the “Target Investment”) in new investment in the State of North Carolina; and

**WHEREAS**, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

**WHEREAS**, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

**WHEREAS**, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the “Program Guidelines”);

**WHEREAS**, pursuant to, *inter alia*, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

**NOW, THEREFORE**, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

*One NC Company Performance Agreement  
Pacon Manufacturing Corporation / Brunswick County  
New Job Only; Company Only  
Form 2019*

## 1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

- 1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the “**Project**”):

A plant (the “**Facility**”) at which the Company will manufacture drapes, wipes, pads, towels and liquids to be located in or around 100 Quality Drive in the Town of Navassa in Brunswick County, North Carolina.

- 1.2 The Company shall maintain its current operations at its facilities in North Carolina.

- 1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company’s application to DOC (the “**Company Application**”). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create Two Hundred Sixty Nine (269) New Jobs (the “**Required New Jobs**”) (90% of the Target New Jobs), by April 5, 2024 (the “**Grant End Date**,” which shall be five years from the date on which the Grant was formally awarded) (the period between April 5, 2019 and April 5, 2024, the “**Grant Period**”).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

- 1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred One Dollars (\$601) per week.
- 1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).
- 1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Thirty Three Million Eight Hundred Forty Thousand Dollars (\$33,840,000) by the Grant End Date (the “**Required Investment**”) (90% of the Target Investment).
- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (“**Statutorily Qualifying Expenses**”). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water,

*One NC Company Performance Agreement  
Pacon Manufacturing Corporation / Brunswick County  
New Job Only; Company Only  
Form 2019*

sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.

- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

## 2.0 DISBURSEMENT OF GRANT

- 2.1 Proceeds of the Grant up to a total amount of Three Hundred Thousand Dollars (\$300,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above ("**Performance Criteria**"). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the "**Company Disbursement Request**"), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the "**Local Government Disbursement Request**"). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:

- a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 75 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements, (iii) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (iv) obtained all required environmental permits.
- b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 150 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements, and (iii) invested the amount to be disbursed in Statutorily Qualifying Expenses.
- c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 224 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements, and (iii) invested the amount to be disbursed in Statutorily Qualifying Expenses.
- d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained the Required New Jobs, (ii) satisfied the Wage Standard and health insurance requirements, (iii) made the Required Investment, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required

*One NC Company Performance Agreement  
Pacon Manufacturing Corporation / Brunswick County  
New Job Only; Company Only  
Form 2019*



number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

2.2. DOC will close out the Grant on the first to occur of:

(i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

(ii) The Grant End Date.

("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

### 3.0 OBLIGATION TO REPAY GRANT

3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.

3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.4 **Reserved.**

*One NC Company Performance Agreement  
Pacon Manufacturing Corporation / Brunswick County  
New Job Only; Company Only  
Form 2019*

3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.

3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

#### 4.0 **ADJUSTMENTS TO GRANT AT CLOSEOUT**

4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "**Adjusted Grant**"):

- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

- c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

#### 5.0 **OBLIGATIONS BEYOND CLOSEOUT**

5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.

5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.

5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2

hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

## **6.0 ADDITIONAL PROVISIONS**

- 6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting any position that does not qualify as a New Job, such as a part-time position) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.**
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen. Stat. §143B-437.07).
  - B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).
- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may

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request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

- 6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

The Company has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

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- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.
- 6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.
- 6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements

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from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.

- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.

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6.20 This Grant award shall terminate and be null and void on October 15, 2019, if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

County of Brunswick  
(Local Government)

(Official Seal)

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

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

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

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

ATTEST:

\_\_\_\_\_, Clerk

\_\_\_\_\_

*Signature Page Follows*

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(Corporate Seal)

Pacon Manufacturing Corporation  
(Company)

By: RLH

Name: Lawrence H. Stanton

Title: Vice President

Authorized Corporate Officer

Date: 9/17/2018

STATE OF NJ  
COUNTY OF Essex

I, Don R Santiago, a Notary Public of said State and County, do hereby certify that Lawrence H. Stanton (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Don R Santiago  
Notary Public Signature

Don R Santiago  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 17<sup>th</sup> day of Sept, 20 19

(Official Seal or Stamp)

My Commission expires on March 9<sup>th</sup>, 2022

DON R. SANTIAGO  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2458292  
My Commission Expires 03/09/2022

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**PACON MANUFACTURING COMPANY**  
**and**  
**BRUNSWICK COUNTY, NORTH CAROLINA**

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**INCENTIVE AGREEMENT**  
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**Dated as of 15th day of June, 2020**  
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## INCENTIVE AGREEMENT

**THIS INCENTIVE AGREEMENT** is dated as of the 15th day of June, 2020 (as supplemented or amended, the "Agreement"), and is between **PACON MANUFACTURING COMPANY**, a Delaware corporation (the "Company"), and **BRUNSWICK COUNTY, NORTH CAROLINA**, a public body politic and a political subdivision of the State of North Carolina (the "County"), with each also being referred to as a "Parties" or jointly as the "Parties".

### RECITALS:

The purpose of this Agreement is to describe certain incentives to be provided by the County to the Company in connection with the Company's location of a manufacturing facility in the County.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereby agree as follows:

### ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

**1.01. Definitions.** For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Abandonment of Operations" means that for a period in excess of two (2) weeks when the Company's level of Full Time Employees or Direct Investment goes below twenty percent (20%) of the guaranteed minimum levels of Performance Commitments for either Full Time Employees or Direct Investment

"Beneficial Occupancy" means the date on which (a) the Company occupies the Facility for its intended purpose, evidenced by the obtaining of a Certificate of Occupancy for the Facility and (b) at least twenty (20) persons are employed at least one week in the Facility.

"Building" means the building in which the Facility will be located.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State are required by law to be closed.

"Change in Use" means any reduction in or diversion of use of the Facility which would not provide the guaranteed Performance Commitments of Direct Investment or Full Time Employees, as set forth in Article II and Exhibit C which is less than an Abandonment of Operations.

"Closing Date" means the date on which this Agreement is first executed and delivered by the Parties.

"Direct Investment" means the original tax value of all building improvements and equipment placed by the Company on the ad valorem tax rolls, regardless of the funding sources for said property.

"Facility" means the manufacturing facility intended to be constructed by the Company on the Site, as more particularly described in Exhibit B.

The number of "Full Time Employees" means the number of people employed for at least thirty five (35) hours per week who are not contract or temporary employees.

"Incentive" means the various incentive payments to the Company from the County referred to in this Agreement as referred to in Article III.

"Performance Commitments" means the levels of Full Time Employees to be hired by the Company and/or the levels of Direct Investment to be made by the Company in relation to the Company's operations in the Facility.

"Occupancy Date" means the date on which the Company assumes Beneficial Occupancy of the Facility.

"Site" means the real property in the County upon which the Facility is located as more specifically described in Exhibit A, which description is subject to minor adjustments prior to conveyance of the Site, based upon engineering analyses by the Company.

"State" means the State of North Carolina.

**1.02 Rules of Construction.** Unless the context otherwise indicates:

(a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;

(b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;

(c) All references to officers are references to County officers; and

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

## ARTICLE II

### **COMPANY'S COMMITMENTS**

In return for the Incentives set forth herein, which are a competitive necessity for the Company to choose to locate its Facility in the County, the Company commits to certain Performance Commitments related to jobs created and incrementally increased taxes in the County. For the County to provide incentives to support the location of the Facility in the County there must be a competitive offer from another potential location for this Facility, and but for the provision of the incentives contemplated by this Agreement, the Company would not locate its facility in the County. Previous to the execution of this Agreement, the Company has provided to the county evidence of a competitive alternative location for this Facility, which is satisfactory in the County's discretion. The Parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that the Company will meet or exceed these Performance Commitments.

Specifically, the Company agrees to meet or exceed the following Performance Commitments:

- (a) The Company will create and maintain in the Facility for the five (5) year term of this Agreement, jobs for at least two hundred thirty-eight (238) Full Time Employees, within twenty four (24) months from the Occupancy Date.
- (b) Benefits will be provided which will include, but not be limited to, the Company providing health insurance coverage for its employees, with the Company paying at least fifty (50%) of the cost for such coverage.
- (c) The Building has been acquired by a third party for a purchase price of six million five hundred thousand dollars (\$6,500,000), which will lease it to the Company. Improvements and renovations will be made to the Building by the Company and/or its landlord. The costs of all such improvements and renovations will be paid for by the Company directly or indirectly through rent payments, all of which will be considered to be Direct Investments by the Company. The Company shall make initial Direct Investments in building improvements, renovations or construction equal to three million dollars (\$3,000,000). The Company will make Direct Investments of thirteen million dollars (\$13,000,000) for equipment and business personal property. The total amount of Direct Investments will be at least to sixteen million dollars (\$16,000,000). The taxable property resulting from these Direct Investments shall remain in the County subject to ad valorem tax assessments for the full five (5) year term of this Agreement. It is understood that Direct Investments will be made over a period of time on a phased basis. All such Direct Investments, to be considered a basis for incentives covered hereunder shall be made within two (2) years from the date of the execution of this Agreement.

Confirmations of the Company's attainment as to Performance Commitments shall be as follows. The amount of Direct Investment shall be the amounts shown on its Business Real and Personal Property Tax Listings, for each year that new investments are made. The number of Full Time Employees shall be the number shown on filings of forms NCUI 101 with the N.C. Employment Security Commission as to unemployment compensation taxes. The County may in its discretion require other documentation to verify the attainment of these Performance Commitments.

### **ARTICLE III**

#### **INITIAL CASH INCENTIVE**

The County shall pay to the Company or to the owner of the Building on behalf of or for the benefit of the Company an Incentive grant equal to three hundred thousand dollars (\$300,000), (the "Initial Cash Incentive"). This Incentive grant shall be paid as follows:

- (a) Thirty five thousand dollars (\$35,000) shall be paid when the Company presents to the County invoices for improvements and renovations to the Building and proof of payment of those invoices.
- (b) The remaining portion of the Incentive grant, two hundred sixty five thousand dollars (\$265,000) shall be paid when the Company presents invoices for improvements and renovations to the Building totalling at least five hundred thirty thousand dollars (\$530,000) and proof of payment of those invoices and when the State Department of Commerce pays or has paid to the County at least the amount of two hundred sixty five thousand dollars (\$265,000) in Building Reuse Grant funds for improvements and renovations to the Building.

This Incentive is designed to be an inducement to the Company to provide and maintain the required Performance Commitment levels of Full Time Employees and Direct Investment in plant, property and equipment. Exhibit C provides a schedule whereby a reimbursement of the Initial Cash Incentive will be due from the Company, should the Company have an Abandonment of Operations in the Facility. In this event, the Company would be obligated to reimburse a pro rata portion of the Initial Cash Incentive based upon the number of years of the five (5) year term that the Company will have an Abandonment of Operations.

If in any year of the five (5) year term of this Agreement that the Company has a Change of Use whereby the number of Full Time Employees is less than ninety percent (90%) of the Performance Commitment for Full Time Employees and/or the Direct Investments Is less than the Performance Commitment for Direct Investments, but not so low as to constitute Abandonment of Operations, the Company must reimburse the County a pro rata share of sixty

thousand dollars (\$60,000), which pro rata share shall be computed as the average unweighted percentage by which the Company has failed to meet the Performance Commitments for Full Time Employees and/or Direct Investment. The calculation of these partial paybacks is as shown on Exhibit C.

Any reimbursements due to be paid by the Company to the County under the terms of this Article shall be paid no later than January 31 of the year following that in which the Company failed to meet one or both of the Performance Commitments.

## **ARTICLE IV**

### **CONSTRUCTION OF FACILITY**

The Parties agree that improvements/renovations to the Building shall be solely the responsibility of the Company and/or owner of the Building. The Company shall assure that it and/or the owner of the Building causes the construction to be carried on in accordance with all applicable State and local laws and regulations. The Company shall insure (1) that the improvements/renovations do not encroach upon nor overhang any easement or right-of-way and (2) that the improvements/renovations will be wholly within any applicable building restriction lines, however established, and will not violate applicable use of other restrictions contained in prior conveyances or applicable protective covenants or restrictions. The Company shall cause all utility lines, and streets serving the Site, which are located within the metes and bounds of the Site, to be completed in accordance with applicable regulations of any governmental agency having jurisdiction.

The Company shall pay all taxes and all charges for utility services furnished to or used on or in connection with the Site and the Facility.

The Company shall observe and comply promptly with all current and future orders of all courts and regulatory bodies having jurisdiction over the Facility or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies writing policies covering the Facility or any portion thereof.

## **ARTICLE V**

### **INDEMNIFICATION**

The Company hereby agrees to indemnify, protect and save the County and its officers, directors and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Site, Building, or the Facility or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use of the Building, and improvements/renovations thereof, insofar as such matters relate to events subject to the control of the Company and not the County. The indemnification arising under this Article shall survive the Agreement's termination.

## **ARTICLE VI**

### **TERMINATION OF AGREEMENT**

Upon the occurrence of any of the following events, the Company shall have the option of terminating this Agreement upon the failure of the County, to provide payment of the Initial Cash Incentive in the total amount of three hundred thousand dollars (\$300,000), as provided in Article III of this Agreement.

Should the Company exercise its option to terminate this Agreement, pursuant to this Article or of its unilateral choice, regardless of any of the above incidences of default, the Company shall repay to the County all or a portion of the funds paid to or for the benefit of the Company, pursuant to Article III, and as shown in Exhibit C.

The County shall have the option of terminating this Agreement upon an Abandonment of Operations by the Company, which option shall be executed by giving written notice to the Company.

In any event, the above terms notwithstanding, this Agreement shall terminate at the end of the five (5) year term of this Agreement.

## **ARTICLE VII**

### **TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS**

Notwithstanding anything herein to the contrary, if the Company shall be prevented or delayed from fulfilling, or continuing to fulfill, either or both of the Performance Commitments as set forth in herein, by reason of a:

- (a) Government moratorium;

- (b) Delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by the Company to obtain same;
- (c) Enemy or hostile governmental or terrorist action;
- (d) Act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (e) Strike, lockout or a labor dispute involving entities other than the Company which causes the Company an inability to obtain labor or materials;
- (f) Delay in funding from any state or local government incentive to or for the benefit of the Company; or;
- (g) Any other event, other than normal business exigencies, which is beyond the reasonable control of the Company.

then the Performance Commitments for the year(s) in which such event occurred shall be equitably reduced to reflect the effect of such event.

The Parties shall negotiate in good faith to make an equitable reduction in the Performance Commitments for an affected year(s). However, if the Parties cannot in good faith reach an agreement as to such adjustment, all Parties agree to submit this issue to binding arbitration on an expedited basis.

## **ARTICLE VIII**

### **ASSIGNMENTS**

No Parties shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the Parties. Provided, however, that this Agreement may be assigned by the Company to a wholly owned subsidiary of the Company, without the consent of all other Parties, provided that the Company will guarantee the performance by the Subsidiary of the obligations due under this Agreement.

## **ARTICLE IX**

### **LIMITED OBLIGATION OF COUNTY**

**NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE**



COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE COUNTY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.

## ARTICLE X

### MISCELLANEOUS

**10.01**            **Governing Law.**    The Parties intend that this Agreement shall be governed by the law of the State of North Carolina.

**10.02**            **Notices.**

(a)      Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

(b)      Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

(1)      If to the Company, to:

Lawrence Shannon  
Pacon Manufacturing  
100 Quality Drive  
Leland, NC 28451-7666

(2)      If to the County, to:

Randell Woodruff, County Manager  
Brunswick County  
PO Box 249

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to the other Parties.

**10.03. Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

**10.04. Severability.** If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

**10.05. Entire Agreement; Amendments.** This Agreement, including Exhibits A through C Attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties, and this Agreement shall not be changed except in writing signed by all the Parties.

**10.06. Binding Effect.** Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**10.07. Time.** Time is of the essence in this Agreement and each and all of its provisions.

**10.08. Liability of Officers and Agents.** No officer, agent or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

**10.09. Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

**PACON MANUFACTURING  
COMPANY**

**ATTEST:**

**By** \_\_\_\_\_

\_\_\_\_\_  
Secretary

[SEAL]

**BRUNSWICK COUNTY,  
NORTH CAROLINA**

**ATTEST:**

**By** \_\_\_\_\_

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Name:  
Finance Officer, Brunswick County,  
North Carolina

## Exhibits

A - Site description

B - Facility Description

C - Schedule for reimbursement of Initial Cash Incentive

## EXHIBIT A

### SITE DESCRIPTION

Commencing at a P.K. Nail in the centerline intersection of the S.R. 1435 and S.R. 1430, thence leaving said intersection and along S.R. 1435 in an easterly direction North Legal Description 86°12'09" East 548.95 feet to an existing iron pipe, thence North 86°08'03" East 46.45 feet to an existing iron pipe, thence North 83°17'10" East 99.98 feet to a point, thence North 79°23'48" East 100.00 feet to a point, thence North 75°30'26" East 100.00 feet to a point, thence North 73°07'01" East 22.91 feet to an existing rail road spike and being the True Point of Beginning; thence from the above described true point of beginning North 71°10'20" East 77.09 feet to an existing P.K. Nail thence North 67°43'42" East 100.00 feet to a point, thence North 63°50'20" East 100.00 feet to a point, thence North 59°56'58" East 100.00 feet to a point, thence North 51°38'00" East 591.96 feet to an existing iron pipe, thence South 38°22'00" East 35.00 feet to a point, thence North 51°38'00" East 357.10 feet to a point, thence North 51°38'00" East 10.00' to a point in the approximate mean high water line of the Cape Fear River, thence along the approximate mean high waterline line of the Cape Fear River the following bearings and distances: South 50°46'40" East 141.37 feet; South 43°50'21" East 179.32 feet; South 53°40'20" East 68.75 feet; South 56°21'09" East 119.64 feet; South 47°35'45" East 97.24 feet; South 42°49'08" East 167.38 feet to a point in the intersection of the southern approximate mean high waterline of the Cape Fear River and the western approximate mean high waterline of the Brunswick River, thence leaving said intersection and along said approximate mean high waterline of the Brunswick River the following bearings and distances: South 31°19'07" East 210.80 feet; South 11°10'57" East 94.97 feet; South 03°18'15" West 116.40 feet; South 07°25'50" West 129.03 feet; South 14°07'10" West 156.36 feet; South 13°11'59" West 94.06 feet; South 20°52'19" West 85.49 feet; South 14°50'45" West 163.98 feet; South 22°07'21" West 108.74 feet; South 25°34'08" West 114.18 feet; South 29°05'10" West 200.81 feet; South 29°09'42" West 185.39 feet to a point in said approximate mean high waterline, thence leaving said waterline of Brunswick River North 73°19'00" West 632.29 feet to an existing stone monument, thence continuing North 73°19'00" West 815.44 feet to an existing stone monument, thence North 00°10'00" East 781.70 feet to an existing concrete monument, thence North 77°48'00" West 243.28 feet to an existing iron pipe in the northern edge of Quality Drive, which is being maintained by the North Carolina Department of Transportation, thence continuing North 82°46'00" West 125.46 feet to an existing iron pipe in the southern right of way line of the now or formerly CSX Railroad right of way, thence along said right of way North 86°08'03" East 46.45 feet to an existing iron pipe, thence continuing North 83°17'10" East 99.98 feet to a point, thence North 79°23'48" East 100.00 feet to a point in the northern margin of Quality Drive, thence North 75°30'26" East 100.00 feet to a point within said Quality Drive, thence North 73°07'01" East 22.91 feet to an existing rail road spike in Quality Drive and being the point and place of beginning containing 59.82 acres, more or less, as shown on that survey entitled "ALTA/ACSM Land Title Survey For Brunswick Corporation and KCS International Inc", Navassa TWSP, Brunswick County, NC dated June of 2007 prepared by Murphy Geomatics Professional Land Surveying and having Project Number 7496.

The deed into the Grantor recorded in Book 1356 Page 876 contains an incorrect call in line 34 in which the word "East" should actually be "West." The property conveyed herein is the identical property conveyed to the Grantor by the deed recorded in Book 1356 Page 876.

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Tax Parcel Identification Number: 0300007

## **EXHIBIT B**

### **FACILITY DESCRIPTION**

To make the building(s) at 100 Quality Drive, Navassa NC a proper fit for Pacon Manufacturing Corporation we will be addressing the following areas:

- Build a structure to connect the (2) existing buildings.
- Put the necessary amount of trailer height dock doors in this structure which will serve as shipping/receiving hub.
- Construct a primary manufacturing room, complete with necessary HVAC and air control
- Construct a room to house the compounding/blending tanks
- Provide plumbing and piping as needed to connect compounding area to production area
- Update HVAC, Electrical, Plumbing as needed
- Complete renovation of all restroom facilities
- Add on and renovate employee break room/cafeteria
- New carpeting and painting for entire office complex
- Grading and paving as needed for employee parking and trailer parking

## EXHIBIT C

### **SCHEDULE FOR REIMBURSEMENT OF INITIAL CASH INCENTIVE**

*[For the sake of this example, it is assumed that the Initial Incentive Grant was \$300,000, the term of the Agreement is five years, employment commitments are for 238 Full Time Employees phased in over time and Direct Investments of \$16,000,000. Year 1 is the year in which the Company takes Beneficial Occupancy of the Facility.]*

In the event of an Abandonment of Operations within the Facility at any time prior to December 31, of Year 5 the Company must reimburse the County for the Maximum Amount Due (as set forth below) for the year shown below which corresponds to the date of the Abandonment of Operations. In addition, in any year prior to December 31, of Year 5 that the Company, or its successor in interest pursuant to a Change of Use, fails to meet the Minimum Levels of Performance set forth below for 90% of the Performance Commitment for Full Time Employees and/or the Performance Commitment for Direct Investment, the Company must reimburse the County a pro rata share of \$60,000, which pro rata share shall be computed as the average unweighted percentage by which the Company has failed to meet the Minimum Levels of Performance for Full Time Employees and/or Direct Investment. The examples below demonstrate the application of this reimbursement provision. Any reimbursement owed by the Company shall be paid to the County no later than January 31 of the year following that in which the Company failed to meet one or both of the Performance Commitment.

<b><u>Performance Commitment</u></b>			
<b><u>Date</u></b>	<b><u>Maximum Amount Due</u></b>	<b><u>Full-Time Employees</u></b>	<b><u>Direct Investment</u></b>
Year 1	\$300,000	214	\$16,000,000
Year 2	240,000	214	\$16,000,000
Year 3	180,000	214	\$16,000,000
Year 4	120,000	214	\$16,000,000
Year 5	60,000	214	\$16,000,000

**Example 1.** On December 31, of Year 3, the Company has 190 Full Time Employees, or 80% of the Performance Commitment and \$12,800,000 in Direct Investment, or 80% of the Performance Commitment. The Company must reimburse the County 20% of \$60,000 or \$12,000.

**Example 2.** On December 31, Year 3, the Company has 190 Full Time Employees, or 80% of the Performance Commitment and \$14,400,000 in Direct Investment, or 90% of the Performance Commitment. The Company must reimburse the County 15% of \$60,000 or \$9,000.

**Example 3.** On December 31, Year 3, the Company has 190 Full Time Employees, or 80% of the Performance Commitment and \$,16,000,000 in Direct Investment, or 100% or more of the Performance Commitment. The Company must reimburse the County 10% of \$60,000 or \$6,000.

**Example 4.** On December 31 of Year 3 the Company has 219 Full Time Employees, or 92% of the Performance Commitment, which is greater than the level of the Minimum Level of Performance Commitments, and \$16,000,000 in Direct investments, or 100% or more of the Performance Commitment. The Company does not owe any reimbursement to the County.



**Brunswick County** (the “Governmental Unit”) enters into this Amended and Restated Rural Economic Development Loan Agreement and Legally Binding Commitment (the “Amended LBC,” including the “ Amended Loan,” defined below with **Quality Drive Partners Holdings, LLC**, its successors and assigns, (“Landlord” and the owner of the Property leased to Pacon Manufacturing Corporation), together with the addition of **Pacon Manufacturing Corporation**, its successors and assigns, (the “Owner-Tenant” for purposes of this Amended LBC and the tenant of the Property owned and leased by Landlord), the Landlord and Owner-Tenant together with the Governmental Unit, the “Parties”.

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant;

WHEREAS, on or about January 14, 2019, Owner-Tenant completed and submitted a Rural Building Reuse and Infrastructure Form to the North Carolina Department of Commerce, Rural Economic Development Division seeking a Grant (the “Application”) upon which Owner-Tenant indicated it was a representative of the owner of certain real property located at 100 Quality Drive, Navassa, NC 28451 in Brunswick County, North Carolina (the “Property”) pursuant to the intention of Owner-Tenant to purchase the Property from Landlord;

WHEREAS, Owner-Tenant did not purchase the Property from Landlord, but instead entered into a lease agreement with Landlord on or about June 27, 2019 to lease the Property;

WHEREAS, the Parties understand that, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application approved of by Commerce in writing, all of which are incorporated into the Grant Agreement (attached hereto) by reference; (2) based on the representation in the Application that the Owner-Tenant owned the Property; (3) based on Commerce’s Grant requirements and guidelines, which are incorporated into the Legally Binding Commitment (as defined below) and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and the Legally Binding Commitment by Commerce in its sole discretion, which if so amended, modified or supplemented or applied the Governmental Unit and Owner-Tenant agree to hold Landlord harmless as further described in this Amended LBC including the Amended Loan; and for (4) the creation and retention of certain jobs by Owner-Tenant in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to the Grant Agreement); and

WHEREAS, on or about June 15, 2020, in an effort to enable Owner-Tenant to receive the benefit of the Grant under the terms required by Commerce to issue the

Grant as provided for in the Grant Agreement and Exhibits A through H to the Grant Agreement as attached hereto and incorporated herein as **Amended LBC Exhibit A** (collectively, the "Grant Agreement"), Landlord entered into a Loan Agreement and Legally Binding Commitment, as shown in Exhibit E to the Grant Agreement, (the "LBC") including the Loan and Promissory Note, as shown on Exhibit F to the Grant Agreement, ("the Promissory Note") with the Governmental Unit whereby Landlord agreed to certain monetary and non-monetary obligations associated with the Grant subject to the understanding and this subsequent agreement that Landlord would be held harmless by Owner-Tenant and the Governmental Unit as applicable;

WHEREAS, the Governmental Unit has elected not to secure with a deed of trust on the Property the Amended Loan (as defined below) as provided for in Exhibit H to the Grant Agreement and the Governmental Unit further provides that it will not subsequently request or require that a deed of trust on the Property be provided by Landlord;

WHEREAS, pursuant to Paragraph 18 of the LBC, Landlord and the Governmental Unit hereby amend and restate the LBC including the Loan Agreement as to the obligations of the Landlord and Governmental Unit to which Owner-Tenant joins to express the entire understanding between the Parties, which understanding does not alter the rights or obligations of Commerce as an intended third party beneficiary under the LBC as shown in its original form on **Amended LBC Exhibit A** and attached hereto;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties do hereby amend and restate the LBC including the Loan in this Amended LBC including the Amended Loan whereby the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary; No Deed of Trust. There is no Third-Party Beneficiary to this Amended LBC including the Amended Loan. The Governmental Unit represents, warrants and agrees that it has not prior to the date of execution of this Amended LBC requested or required, and will not subsequently request or require, that a deed of trust on the Property be provided by the Landlord.
2. Amended Loan.
  - (a) The Governmental Unit represents and warrants that prior to the date of execution of this Amended LBC, the Governmental Unit has not loaned the Grant amount contemplated by the LBC to Owner-Tenant. Further, the Governmental Unit hereby loans to the Owner-Tenant the sum of **\$700,000.00** (the "Amended Loan"), which consists entirely of the State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to Owner-Tenant, which is required to create and maintain certain full-time New Jobs, as defined in Paragraph 3(a), to complete the Project under this Amended LBC including the Amended Loan as the "Company," the "Employer" and the "Owner-Tenant" (together and hereinafter, the "Owner-Tenant"). The Owner-Tenant specifically acknowledges and agrees that it must repay the Amended Loan in accordance with the terms of this Amended LBC including the Amended Loan if Owner-Tenant does not create and maintain the new jobs required by Paragraph 3(a)

below.

- (b) As conditions of receiving the Amended Loan:
    - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Landlord and Owner-Tenant shall each execute three originals of this Amended LBC including the Amended Loan in its exact form;
    - ii. Owner-Tenant acknowledges and agrees that the Amended Loan contemplated by this Amended LBC is income to the Owner-Tenant and not to Landlord and Owner-Tenant acknowledges and agrees that Owner-Tenant will claim as income such Amended Loan amount on its federal, state, and local tax returns, as applicable; and
    - iii. Owner-Tenant agrees to timely submit all job verification documentation as shown on Exhibit D to the Grant Agreement and contained in **Amended LBC Exhibit A** to Commerce as described therein and the Governmental Unit agrees to take steps to ensure proper close out of the Loan and Amended Loan such that the Promissory Note is closed, cancelled, released or otherwise terminated on or before **6/30/21**, unless extended for an express term in writing by the Governmental Unit and Landlord.
  - (c) The Owner-Tenant hereby represents and warrants that all Amended Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Amended Loan funds.
3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
- (a) New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Owner-Tenant) which is with the Owner-Tenant, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Owner-Tenant in order to complete the Project and is over and above the **0** full-time jobs in North Carolina (“Baseline Number”) that the Owner-Tenant reported having at the time of the Application for the Project. The Owner-Tenant agrees that it shall be required to create and maintain in existence for six (6) consecutive months **238** New Jobs on or before **4/19/21**, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner-Tenant shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Owner-Tenant to create and maintain its required number of New Jobs.
  - (b) Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner-Tenant shall notify the Governmental Unit, with a copy to Landlord and the Governmental Unit and the Governmental Unit will promptly notify Commerce so Commerce can verify the creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner-Tenant shall provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Owner-Tenant necessary to verify the number and types of jobs created and maintained, the wages

paid to employees and all other conditions and terms of the LBC and the Project. Failure of the Owner-Tenant to provide such access upon request shall constitute a material default by the Owner-Tenant under the terms of the LBC and, in the sole discretion of Commerce, may subject the Landlord to repayment in an amount calculated under Paragraph 13 below, which would trigger indemnity of the Landlord by the Owner-Tenant and the Governmental Unit pursuant to Paragraph 3(c) below and Paragraph 10 below and this Amended LBC.

(c) Demand by Commerce and Payment. Notwithstanding anything contained herein to contrary, if at any time Commerce requests or demands that Landlord repay all or any portion of the Loan or Amended Loan pursuant to the terms of the LBC contained in Exhibit E to the Grant Agreement attached hereto as **Amended LBC Exhibit A**, upon receipt of a demand for repayment from Commerce, Landlord will promptly provide such demand to the Governmental Unit for payment. The Governmental Unit agrees to promptly pay in full the amount of the demand by Commerce on behalf of Landlord and within the payment timeframe designated by Commerce to avoid default of Landlord.

4. Changes in the Project or Other Conditions.

- (a) The Owner-Tenant agrees not to make a "Project Change," which is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the Amended LBC including the Amended Loan, the required number of New Jobs, or the matching investment in the Project, any cessation of business by the Owner-Tenant and any filing of bankruptcy by the Owner-Tenant unless expressly approved by the Governmental Unit and Landlord. If the Governmental Unit and Landlord expressly agree to any such Project Change, the Governmental Unit and Landlord shall cause the Owner-Tenant to request prior approval from Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b) Owner-Tenant shall immediately notify the Governmental Unit and Landlord of any change in conditions or local law, or any other event, which may significantly affect the ability of Owner-Tenant to perform any of the terms of the Amended LBC including the Amended Loan or the Project.

5. Term of Amended LBC. The effective period of this Amended LBC including the Amended Loan shall commence **4/19/2019** ("Effective Date"), Owner-Tenant agrees that it shall be required to create and maintain in existence for six (6) consecutive months **238** New Jobs on or before **4/19/21**, and this Amended LBC including the Amended Loan shall terminate on or before **6/30/2021** unless terminated on an earlier date under the terms of this Amended LBC (either one of which dates shall constitute the "Termination Date") including the Amended Loan or unless extended for an express term in writing by the Governmental Unit and Landlord.

6. Independent Status of the Governmental Unit.

- (a) The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner-Tenant and Landlord. The Grant Agreement, the Amended LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner-Tenant and Landlord. Nor shall the Grant Agreement, the Amended LBC or the Project be construed to make any employees, agents or members of the Owner-Tenant or Landlord into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State.
  - (b) The Owner-Tenant shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to their employees. The Owner-Tenant shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this Amended LBC or the Project.
- 7. Project Records.
  - (a) The Owner-Tenant shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Amended LBC including the Amended Loan separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
  - (b) The Owner-Tenant shall retain all financial records, supporting documents and all other pertinent records related to this Amended LBC, the Amended Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
- 8. Monitoring, Reports and Auditing. The Owner-Tenant agrees to generate such reports regarding the Amended LBC including the Amended Loan or the Project as may be requested by the Governmental Unit, the Landlord or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner-Tenant further grants the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the Amended LBC including the Amended Loan or the Project. In addition, the Owner-Tenant agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply

with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a) If the Owner-Tenant fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the Amended LBC including the Amended Loan, the Owner-Tenant acknowledges and agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner-Tenant written notice specifying the Termination Date, which shall be determined by Commerce in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan or Amended Loan payments. Further, upon such termination, the Owner-Tenant shall not expend any Amended Loan funds without the express written authorization of the Governmental Unit, Landlord and Commerce and shall return all unspent Amended Loan funds to the Governmental Unit for return to Commerce, upon request and as directed.
- (b) If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner-Tenant agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Landlord written notice specifying the Termination Date, which Commerce may determine in its sole discretion. The Governmental Unit and the Landlord agree to immediately forward a copy of said notice to the Owner-Tenant. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make the Loan or Amended Loan payments. Further, upon such termination, the Owner-Tenant shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Amended Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c) The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Amended Loan amounts to the Owner-Tenant under the LBC or this Amended LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Amended Loan become unavailable, the Landlord agrees, and Owner-Tenant acknowledges, that either Commerce or the Governmental Unit has the right to terminate the LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Landlord agrees to immediately forward a copy of any such written notice to the Owner-Tenant. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments or Amended Loan Payments. Further, upon such termination, and receipt of a copy of the aforesaid written notice forwarded by Landlord, the Owner-Tenant shall not expend any Amended Loan funds without the express written authorization of the Governmental Unit and Landlord and shall return all unspent Amended Loan funds to the Governmental Unit for return to Commerce, upon demand and as directed.

10. Indemnification.

The Owner-Tenant acknowledges that Landlord was required to enter into the LBC and a Promissory Note to enable Owner-Tenant to receive the Amended Loan. In exchange, Owner-Tenant specifically acknowledges and agrees to release, indemnify, defend and hold Landlord and its respective members, officers, directors, employees, and agents its successors and assigns (hereinafter collectively referred to as "Indemnified Parties") harmless against any and all loss, cost, damage or expense including reasonable attorney's fees, fines, penalties, tax, and civil judgments incurred by the Indemnified Parties as a result of any reimbursement or other requirements imposed on the Indemnified Parties as a result of Owner-Tenant's default pursuant to this Amended LBC and all agreements and exhibits contained in **Amended LBC Exhibit A** entered into by Landlord in connection with the Grant, as such reimbursement or other requirements are set forth in this Amended LBC and any and all agreements and exhibits contained the **Amended LBC Exhibit A**. Owner-Tenant hereby acknowledges and agrees that in the event the Indemnified Parties are obligated to pay any loss, Owner-Tenant shall reimburse the Indemnified Parties for such payments, including reasonable attorney's fees (if any) paid to enforce this Amended LBC and any and all agreements and exhibits contained in this **Amended LBC Exhibit A**. The time and method of reimbursement to the Indemnified Parties shall be determined by the Landlord in its sole and absolute discretion. Further, the Governmental Unit acknowledges that the Landlord was required to enter into the LBC and the Promissory Note to enable Owner-Tenant to receive the Amended Loan and proceed with the Project. As stated in Paragraph 3(c) above, if Commerce requests or demands that Landlord repay all or any portion of the Loan or Amended Loan pursuant to the terms of the LBC contained in Exhibit E to the Grant Agreement attached hereto as **Amended LBC Exhibit A**, upon receipt of a demand for repayment from Commerce, Landlord will promptly provide such demand to the Governmental Unit for payment. The Governmental Unit agrees to promptly pay in full the amount of the demand by Commerce on behalf of Landlord and within the payment timeframe designated by Commerce to avoid default of Landlord. In addition, the Governmental Unit specifically acknowledges and agrees that if Owner-Tenant defaults on its obligation to hold the Indemnified Parties harmless for costs not contemplated by Paragraph 3(c) above, the Governmental Unit agrees to release, indemnify, defend and hold the Indemnified Parties harmless against any loss, cost, damage or expense including attorney's fees, fines, penalties, tax, and civil judgments incurred by the Indemnified Parties as a result of any reimbursement or other requirements imposed on the Landlord as a result of Owner-Tenant's default pursuant to this Amended LBC and any and all agreements and exhibits contained in the **Amended LBC Exhibit A** entered into by Landlord in connection with the Grant, as such reimbursement or other requirements are set forth in this Amended LBC and all agreements and exhibits contained in **Amended LBC Exhibit A**. The Governmental Unit hereby acknowledges and agrees that in the event the Indemnified Parties are obligated to pay any loss, the Governmental Unit shall reimburse the Indemnified Parties such payments, including applicable attorney's fees (if any) paid to enforce this Amended LBC and any and all agreements and exhibits contained in **Amended LBC Exhibit A**. The time and method of reimbursement to the Indemnified Parties shall be determined by Landlord in its sole and absolute discretion.

11. Representations and Warranties. The Owner-Tenant and Governmental Unit hereby represent and warrant that:
- (a) The Owner-Tenant is duly authorized to do business under North Carolina law and is not delinquent on any federal, state or local taxes, licenses or fees.
  - (b) This Amended LBC including the Amended Loan has been entered into and executed on behalf of the Owner-Tenant by an individual with full actual and apparent authority to bind the Owner-Tenant to the terms hereto, and the execution and delivery of this Amended LBC including the Amended Loan has been duly authorized by all necessary action, and is not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner-Tenant, nor is in contravention of the provisions of any indenture, agreement or undertaking to which the Owner-Tenant is a party or by which it is bound. This Amended LBC including the Amended Loan has been entered into and executed on behalf of the Governmental Unit by an individual with full actual and apparent authority to bind the Governmental Unit and any and all consents, approvals, resolutions, and other actions have been received by the Governmental Unit to ensure proper execution of this Amended LBC including the Amended Loan.
  - (c) There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner-Tenant's knowledge, threatened against or affecting the Owner-Tenant, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by the LBC or this Amended LBC including the Amended Loan, or the validity or enforceability of this Amended LBC including the Amended Loan or the Owner-Tenant's ability to discharge its obligations under this Amended LBC including the Amended Loan.
  - (d) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Amended LBC including the Amended Loan by the Owner-Tenant or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner-Tenant shall provide the Governmental Unit and Landlord with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Amended LBC including the Amended Loan.
  - (e) The Owner-Tenant is solvent.
  - (f) A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan and Amended Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner-Tenant hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner-Tenant shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Amended Loan funds.



12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a) The Owner-Tenant shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner-Tenant contained in this Amended LBC including the Amended Loan. If the Owner-Tenant so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit for return to Commerce, upon request and as directed, all unspent Amended Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this Amended LBC including the Amended Loan, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner-Tenant and hold the Owner-Tenant liable for any other repayment provided for under this Amended LBC including the Amended Loan.
- (b) Other than as provided for in Paragraph 12(a), if the Owner-Tenant ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner-Tenant shall give the Governmental Unit and Landlord immediate notice of the event, shall not expend any Amended Loan funds without the express written authorization of the Governmental Unit and Landlord and shall return all unspent Amended Loan funds to the Governmental Unit for return to Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (c) If the Owner-Tenant fails to provide the Governmental Unit and Landlord notice of the Owner-Tenant ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Amended LBC including the Amended Loan. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Landlord. Landlord shall immediately forward said written notice to the Owner-Tenant. Upon such termination, and receipt of the written notice from Landlord, the Owner-Tenant shall not expend any Loan funds without the express written authorization of the Governmental Unit and Landlord and Owner-Tenant shall return all unspent Amended Loan funds to the Governmental Unit for return to Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (d) Notwithstanding the foregoing and wherever referred to in this Amended LBC including the Amended Loan, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner-Tenant, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure to the extent applicable as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.
- (e) Governmental Unit agrees that any failure of Owner-Tenant to comply with any terms, conditions or requirements herein, or should there occur any default by Owner-Tenant in any of the provisions hereof, such failure or default shall not relieve the Governmental Unit from, nor create any defense to, nor limit, impede or delay, Governmental Unit's (i) payment obligations set forth in Paragraph 3(c)

above, and/or (ii) indemnity obligations set forth in Paragraph 10 above.

13. Additional Repayment Requirements and Remedies.

- (a) The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this Amended LBC, including the requirements to repay unspent Amended Loan funds. No remedy conferred or reserved by the Landlord or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Amended LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b) The Owner-Tenant acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of the LBC.
  - i. If the Owner-Tenant fails to create and maintain such New Jobs, then the Owner-Tenant shall repay to the Governmental Unit for return to Commerce, as directed, an amount equal to the product of (i) \$2,941.17 (the amount of Amended Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Owner-Tenant fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Owner-Tenant shall lose credit for any qualifying New Jobs under the Amended LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Owner-Tenant has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Owner-Tenant must repay shall then be calculated in accordance with Paragraph 13.
  - iii. Either Commerce, the Governmental Unit, or Landlord shall notify the Owner-Tenant in writing of the amount to be repaid and direct the Owner-Tenant whether to repay such amount to the Governmental Unit for return to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce, or by Landlord upon receipt of demand by the Governmental Unit or Commerce. If Owner-Tenant does not repay all such amounts to the Governmental Unit for return to Commerce within twenty-five (25) days following demand, the amounts received by Owner-Tenant under the Amended Loan shall bear interest at the rate of 10% per annum after demand until paid and shall be properly chargeable to the Owner-Tenant or the Governmental Unit, as the Landlord may elect. If in default of such payment, Commerce may employ an attorney to enforce its respective rights and remedies, and the Owner-Tenant and Governmental Unit hereby agree to pay the legal costs and reasonable attorneys' fees of Commerce plus all other

reasonable expenses incurred by Landlord in exercising any of its rights and remedies upon such defaults.

- (c) If there is a breach of any of the requirements, covenants or agreements in this Amended LBC (including, without limitation, a failure to repay the amount required under Paragraph 13 or this Amended LBC within the time required), or if there are any representations or warranties which are untrue as to a material fact in this Amended LBC or in relation to the Amended LBC or the Project (including the performance thereof), the Owner-Tenant agrees that the Governmental Unit may require repayment from the Owner-Tenant of an amount of Amended Loan funds to be determined in its sole discretion but not to exceed the amount of Amended Loan funds the Owner-Tenant has already received under this Amended LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this Amended LBC.
  - (d) Governmental Unit agrees that any failure of Owner-Tenant to comply with any terms, conditions or requirements herein, or should there occur any default by Owner-Tenant in any of the provisions hereof, such failure or default shall not relieve the Governmental Unit from, nor create any defense to, nor limit, impede or delay, Governmental Unit's (i) payment obligations set forth in Paragraph 3(c) above, and/or (ii) indemnity obligations set forth in Paragraph 10 above.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of the LBC or Amended LBC including the Amended Loan shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in the LBC or Amended LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner-Tenant knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under the LBC or the Amended LBC (the "Waiver"). To the extent the Governmental Unit or the State (including Commerce) relies upon the Waiver to enforce any provisions of the LBC or Amended LBC against Landlord, Owner-Tenant knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by Landlord to enforce its rights under the LBC or the Amended LBC against Owner-Tenant. Any such waiver includes any objections the Owner-Tenant may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a) Nondiscrimination. The Owner-Tenant agrees that it will not discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Amended LBC or the Project.

- (b) Compliance with Laws. The Owner-Tenant shall at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of this Amended LBC or the Project.
  - (c) Non-Assignability. The Owner-Tenant shall not assign or transfer any interest in this Amended LBC including the Amended Loan without the prior written consent of the Landlord and the Governmental Unit; provided however, that claims for money due to the Landlord from the Governmental Unit or the Owner-Tenant under this Amended LBC including the Amended Loan may be assigned to any commercial bank or other financial institution without such approval.
  - (d) Personnel. The Owner-Tenant represents that it has or will secure at its own expense all personnel required to monitor, carry out and perform the scope of services of this Amended LBC including the Amended Loan and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Name: Randell Woodruff

Title: County Manager

Address: PO Box 249

Bolivia, NC 28422

Email: randell.woodruff@brunswickcountync.gov

If to the Landlord:

Name: Christopher Norvell

Title: Partner

Address: 153 Edgewater Lane

Wilmington, NC 28406

Email: cnorvell@edgewater-ventures.com

If to the Owner-Tenant:

Name: Lawrence Shannon

Title: Vice President

Address: 100 Quality Drive

Leland, NC 28451-7666

Email: lshannon@paconmfg.com

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subparagraph.

18. Entire Agreement. This Amended LBC including the Amended Loan supersedes all prior agreements between the Governmental Unit and the Landlord with regard to the Loan, the Amended Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein. This Amended LBC including the Amended Loan shall not be amended, modified or altered except pursuant to a writing signed by all Parties.
19. Execution. This Amended LBC including the Amended Loan may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Amended LBC including the Amended Loan which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This Amended LBC including the Amended Loan shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this Amended LBC including the Amended Loan is intended to be severable and, if any provision of this Amended LBC including the Amended Loan is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Amended LBC including the Amended Loan, but this Amended LBC including the Amended Loan shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
22. Force Majeure. To the extent the Governmental Unit or the State (including Commerce) affords Landlord Force Majeure protections as provided in Section 22 of the LBC, Landlord agrees to afford the same protections to Owner-Tenant. At the request of Owner-Tenant, Landlord agrees to request and defend, as applicable, the Force Majeure protections as provided in Section 22 of the LBC for the benefit of Owner-Tenant; provided, however, that Owner-Tenant agrees to reimburse Landlord for any and all reasonable costs associated with such request or defense.

IN WITNESS WHEREOF, the parties hereto have executed this Amended LBC including the Amended Loan as of the date first above written.

*[Signature Pages to Follow]*

**QUALITY DRIVE PARTNERS HOLDINGS, LLC**

By: SRE DBRE Quality Drive LLC, Sole Member

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

ATTEST:

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

(CORPORATE SEAL)

**PACON MANUFACTURING CORPORATION**

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

ATTEST:

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

(CORPORATE SEAL)

**BRUNSWICK COUNTY**

By: \_\_\_\_\_  
County Manager

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board

(COUNTY SEAL)

Approved as to Form:

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

**Amended LBC Exhibit A**

(Grant Agreement and Exhibits A through H to the Grant Agreement)

## **NOTICE OF PUBLIC HEARING**

The Brunswick County Board of Commissioners will conduct a Public Hearing on Monday, July 6, 2020 at 3:00 p.m., or as soon thereafter as it may be reached, in the Commissioners Chambers located in the David R. Sandifer Building, 30 Government Center Drive, NE, Bolivia, NC. The purpose of the hearing is to receive public comments regarding a proposed economic development incentive for Pacon Manufacturing Corporation.

The Brunswick County Board of Commissioners proposes to appropriate and expend county funds for the following economic development project pursuant to Section 158-7.1 of the General Statutes of North Carolina. Pacon Manufacturing Corporation plans to establish a manufacturing facility in an existing building located at 100 Quality Drive, Navassa, NC 28451. The Project is eligible for a One North Carolina Grant from the N.C. Department of Commerce in the amount of \$300,000 and a Building Reuse Grant from the N.C. Department of Commerce, Rural Development Division, in the amount of \$700,000.

These grants require approval of Performance Agreements by Brunswick County as the applicant for the grant funding and Pacon Manufacturing Corporation. Brunswick County must commit to a local match of \$300,000 for the One North Carolina Fund and \$35,000 for the Building Reuse Grant, which is provided by the \$300,000 One North Carolina Fund match.

In return for the economic incentives detailed above, the Company must invest \$16,000,000 in real estate improvements and personal property, said investment to include \$3,000,000 for building renovations, and \$13,000,000 in machinery and equipment. In addition, the Company must create 299 new full-time jobs in Brunswick County for full payment of the One North Carolina Grant within 5 years, and 238 new full-time jobs in Brunswick County within 2 years for the Building Reuse Grant and Brunswick County Local Incentive Grant with an average annual wage of \$32,146.

If approved, the County will fund the local match payment with available revenues in the County's General Fund. The Board believes this project will stimulate and stabilize the local economy and result in the creation of new, permanent jobs in the County.

The public is invited to attend.

Andrea White  
Clerk to the Brunswick County Board  
of Commissioners



Request Info	
<b>Type</b>	Budget Amendment
<b>Description</b>	Pacon Incentive Agreement
<b>Justification</b>	Board Meeting 07/06/2020 - Appropriate Fund Balance of \$300,000 for Pacon Manufacturing Local Incentive Agreement. Incentive is designed as an inducement to the company to provide and maintain the required Performance Commitment levels of Full Time Employees and Direct Investment in plant, property and equipment and to provide local match requirements of the One NC Grant of \$35,000.
<b>Originator</b>	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	300000	Increase	Credit
109800	498023	Interfund Trans General Fund	Trans To Special Revenue Fund	300000	Increase	Debit

Total	
<b>Grand Total:</b>	600000

Request Info						
Type	Budget Amendment					
Description	Pacon Incentive Reuse Grant					
Justification	Board Meeting 07/06/2020 - Appropriate State Revenues Restricted of \$1,000,000 and and transfer General Funds of \$300,000 for Pacon Manufacturing Incentive Agreement and Reuse Grant. The One NC Grant and Company Performance Agreement provides \$300,000 in funding with a required local match of \$300,000. Pacon must create 269 jobs by April 5, 2024. The proposed Rural Development Building Reuse Grant Agreement of \$700,000 will provide State assistance in offsetting the costs of facility improvements required to utilize the existing building. The proposed application is a request for funding from NC Department of Commerce Rural Development. Local matching funds of \$35,000 is satisfied with the local matching funds for the One NC Grant.					
Originator	CHRISTINA KENNEDY					
Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230006	332000	Pacon Mnftng Incntv and Reuse	State Revenues - Restricted	1000000	Increase	Credit
230006	398110	Pacon Mnftng Incntv and Reuse	Trans Frm General Fund	300000	Increase	Credit
230006	465500	Pacon Mnftng Incntv and Reuse	Grant Subsidy	1300000	Increase	Debit
Total						
Grand Total:				2600000		



**COUNTY OF BRUNSWICK, NORTH CAROLINA  
GRANT ORDINANCE**

**Pacon Manufacturing Incentive and Reuse Grant  
230006**

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

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

**Pacon Manufacturing Incentive and Reuse Grant**

Revenues:

State Revenues Restricted	1,000,000
Fund Balance Appropriated	300,000
<b>Total Grant Fund Revenues</b>	<b>\$ 1,300,000</b>

Expenditures:

Grant Subsidy	1,300,000
<b>Total Grant Fund Expenditures</b>	<b>\$ 1,300,000</b>

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

Current Funds Appropriated	\$ 300,000
----------------------------	------------

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

Contribution to Grants Fund	\$ 300,000
-----------------------------	------------

Section 4. This Grant Ordinance shall be entered into the minutes of the July 6, 2020 meeting of the Brunswick County Board of Commissioners.



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

**Action Item # VII. - 2.**

**From:** Emergency Services - Coastline Rescue Franchise Application  
Bryan Batton, Asst. County Attorney

**Issue/Action Requested:**

Request that the Board of Commissioners consider the franchise application submitted by Coastline Rescue Squad

**Background/Purpose of Request:**

Coastline Rescue Squad submitted an application for a franchise to provide ambulance service within Brunswick County at the same level prior to the termination of the previous franchise on July 22, 2019.

Recommendation of EMS and Peer Review committee is to deny the franchise application submitted by Coastline Rescue.

The inability of the applicant to provide a consistent level of service responses results in the unnecessary duplication of services and the unnecessary provision of resources. Based on applicants level of coverage and response times, reliance on applicant to perform the ambulance services in the area would endanger the health and lives of the citizens, residents, and visitors to Brunswick County.

Coverage area is currently covered by Brunswick County Emergency Medical Services at a higher level of care for the entire area of the requested franchise application. The applicant is not able to provide a sustainable and consistent level of care throughout the coverage area.

Per the franchise ordinance, Brunswick County Board of Commissioners shall hold a hearing and make a determination within thirty days of the hearing. The hearing was held by the Board of Commissioners on June 15, 2020. At the hearing, the Board received information from both Coastline Rescue Squad and EMS. In addition, Coastline Rescue Squad offered a smaller service area for the Board's consideration. Maps of the terminated area and proposed area are attached.

A franchise will be granted if the Board of Commissioners finds that:

- (1) The public convenience and necessity warrants the cost of expanding the services already available to the proposed ambulance service;
- (2) Each such ambulance of the applicant, his required equipment and the premises designated in the application, have been certified by the county and state;
- (3) Certified ambulance attendants and emergency medical technicians are employed in such capacities as required by law.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners consider the franchise application submitted by Coastline Rescue Squad.

**ATTACHMENTS:**

Description

- ▣ Coastline Franchise Application
- ▣ Peer Review Committee Meeting Minutes
- ▣ BC Code of Ordinances Ambulance Franchises
- ▣ Coastline Proposed Area
- ▣ Coastline Terminated Area

July 19, 2019

David Robinson, Chief  
Coastline Volunteer Rescue Squad, Inc.  
Post Office Box 24  
Supply, NC 28462

Lyle Johnston, EMS Director  
Brunswick County Emergency Services  
P.O. Box 249  
Bolivia, NC 28422

**RE: Coastline Volunteer Rescue Squad, Inc. – Franchise Application**

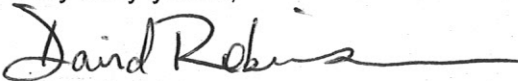
Dear Lyle:

Enclosed please find CVRS's franchise application. CVRS wishes to continue doing emergency and non-emergency services in the same capacity that it has had up to July 22, 2019.

We would like to have open conversations with you and the County about the application process so that CVRS can continue its operations in a way that assists the public and the County. Please let us know if you are open to a meeting to discuss those options.

Thank you for your assistance.

Very truly yours,

  
David Robinson

Enclosure

**Brunswick County Emergency Services  
EMS Division  
Provider Application  
For Inclusion Into  
The EMS System Plan**



*Brunswick County Code of Ordinances, Public Health and Safety Chapter 1-9, Article II regulates the operation of emergency and non-emergency ambulance services within the jurisdiction of Brunswick County. Potential franchisees are required by ordinance to submit an application for initial and renewal ambulance service franchises.*



**Provider Information:**

Legal Name of Provider: Coastline Volunteer Rescue Squad, Inc.

Mailing Address: Post Office Box 24

City: Supply State: NC Zip Code: 28462

Physical Address of the Primary Business: 3027 Holden Beach Road SW

City: Supply State: NC Zip Code: 28472

Is the Provider Licensed in North Carolina: Yes Provider Number: 0100568

Provider Administrative Contact: Michael Murphy

Phone Number: (910) 842-2266 Fax Number: (910) 846-2251

Pager Number: None Mobile Number: (910) 880-9566

Email Address: eku1975@hotmail.com

What is the proposed level of licensed operation inside Brunswick County:

☒ X - EMT

☒ X - EMT-I

☐ EMT-P

Provide a written narrative indicating the proposed service area of the provider inside Brunswick County to include square miles: Coastline Volunteer Rescue Squad ("CVRS") wishes to continue to serve the area assigned to it as the CVRS district, which is approximately 200 square miles. This area includes the towns of Holden Beach and Varnamtown; US 17 from Shallotte's city limits north to Randolphville Road; NC 211 from the Columbus County line to Sunset Harbor Road; all communities along Stone Chimney Road, Boones Neck Road, Seashore Road, Civietown Road; and other areas not specified above that reside within the Fire Districts of Tri-Beach, Civietown and Supply. See the attached *Exhibit A* for a map identifying the CVRS district.

For nonemergency transports, CVRS wishes to continue to provide assistance wherever it can be of assistance within the entire county.

Describe the time period (days of week, time of day) that the provider will have an ambulance active in Brunswick County (i.e. 24 hours/day, 9-5, etc.). CVRS will have an ambulance active in Brunswick County 24 hours/day, 7 days/week, subject to the availability volunteer personnel and usage of part-time personnel.

Indicate how the provider will assure that adequate North Carolina credentialed personnel will be available to respond to all calls as required by G.S. 131E-158.

CVRS is in compliance with G.S. 131E-158 by allowing only credentialed personnel to be in its ambulance crews. A minimum of one medical responder and one EMT are required for any response and any transport of a patient to a medical facility. CVRS complies, and will continue to comply, with these requirements.

---

Indicate the provider's procedure for documenting patient care information and sending appropriate reports to North Carolina Office of Emergency Medical Services.

CVRS complies with NCEMS's data system requirements by using "EMS Charts", which is a program approved by NCOEMS and BCEMS.

---

Indicate the provider's procedure for investigating and reporting medical errors:

CVRS's staff and its Chief review all EMS Charts internally. CVRS also allows BCEMS QA access to its EMS Charts to ensure quality patient care and to investigate potential errors in care. CVRS also has a member presently on the BCEMS QA Committee who reports activity directly to the agency. CVRS also hires EMS Management and Consultants to review CVRS's billing for quality assurance purposes.

---

Indicate the provider's procedure for suspending an individual's EMS credential and providing remedial training:

CVRS is aware of and will comply with the BCEMS system plan procedure for suspending credentials. CVRS will also comply with all recommendations by BCEMS and the QA division, in addition to the CVRS training division requirement, which include suspension from active participation in patient care and referral to remedial training in coordination with the BCEMS training division.

---

Indicate the provider's procedure for maintaining, inserting, and updating records in the North Carolina Credentialing Information System.

The CVRS Chief and Training Division are responsible for this procedure on a monthly basis and each time a new member joins. It is presently up to date.

---

Indicate the provider's procedure for daily unit stock, vehicle problem reporting, and adherence to the EMS System minimal ambulance stock requirements:

CVRS has and uses daily check-off forms and vehicle deficiency forms, which allow for regular inventory checking and any problems reporting. CVRS is also in compliance with storage requirements and annual inspection requirements as established by NCEMS.

Indicate the provider's procedure for restocking used supplies and equipment:

CVRS's supplies are located in a controlled, OSHA-compliant environment in the CVRS station. Only credentialed staff have access to this location, and this staff restocks supplies that have been used after every response. CVRS makes every attempt to use the same vendor as BCEMS for consistency in supplies and equipment.

Indicate the provider's procedure for accounting for secured medications:

CVRS uses no controlled substances. All EMTA medication are secured behind lock and key inside the station. CVRS also maintains a medications log that identifies all medications that have been used during responses.

Indicate the total number of vehicles provider proposes to operate inside Brunswick County:   2   Ground   2   EMT-I/P Non Transport

Indicate how the public will access the provider:

Brunswick County 911 via the Brunswick County Sheriff's Office for emergencies;  
for nonemergency transports, the public may dial (910) 880-9566 and (910) 842-2266.

Indicate how provider's units will communicate with their dispatch center as well as the Brunswick County Communication Center. Provide copies of current FCC licenses as an attachment: CVRS's units use NC VIPER to communicate with the CVRS dispatch  
center and the Brunswick County Communication Center. NC VIPER is provided by  
the North Carolina Highway Patrol. CVRS's FCC licenses are attached hereto as  
**Exhibit B.**

Indicate how individual providers will receive continuing education, how classes will be tracked, and the consequences of not attending continuing education:

CVRS's individual providers will receive continuing education according to the system  
plan established by the BCEMS Training Division and Medical Director. CVRS's  
individual providers usually take continuing education classes provided statewide by the  
North Carolina Community Colleges. Individual providers who fail to obtain their  
required continuing education credits will have their privileges and credentials  
suspended.

Indicate this provider's proposed fee schedule for services in Brunswick County:

**See Charge List attached hereto as Exhibit C.**

Basic Life Support Emergency Transport: \_\_\_\_\_

Basic Life Support Non-Emergency Transport: \_\_\_\_\_

ALS I Transport \_\_\_\_\_

ALS II Transport \_\_\_\_\_

Specialty Care Transport \_\_\_\_\_

Loaded Mileage: \_\_\_\_\_

Chief Administrator Signature: David Robinson

**Attachment Checklist:**

Attachment I: Provide an organizational chart of the provider showing at a minimum:

- Chief Executive Officer
- Chief Financial Officer
- Chief EMS Officer
- Line Supervision
- EMS Providers

Attachment II: Provide a copy of the current provider's roster showing at a minimum:

- Full Name
- NCOEMS P Number
- Certification Level
- Certification expiration date

Attachment III: Provide a copy of the current plan for quality improvement including how the provider will track and report progress, as well as trigger points for remedial training

Attachment IV: Provide a copy of the providers proof of vehicle and liability insurance

Return Completed application package with all supporting documentation to:

Lyle Johnston, EMS Director  
Brunswick County Emergency Services  
PO Box 249  
Bolivia NC 28422

# ***Brunswick County Emergency Services***

## ***Peer Review Committee Meeting***

### ***Call to Order***

The Brunswick County EMS Peer Review Committee meeting was called to order on Thursday, September 26, at 9:15am, at the H. Mark Gore Building, Shallotte, N.C. with Tracy Carnes presiding. Tracy Carnes welcomed the committee members, and local representatives for attending the meeting.

### ***Roll Call Committee Members:***

Dr. William Sherrod, Chair  
Lyle Johnston, BCEMS  
Rich Burns, BCEMS  
Twanda Williams, BCEMS  
Art Dornfeld, BCEMS  
Kim Lewis, 911/Communication

Tracy Carnes, BCEMS/Facilitator  
Kat Corrigan, BCEMS  
Ed Conrow, BCEMS  
David Ward, Tri-Beach, FD  
Leon Bass, Sunny Point St.35  
Bryan Ross, 911/Communication

### ***Other State and Local Representatives***

Mark Player, Atlantic Coast

Larry Phelps, St. James

### ***Franchise Request:***

Joseph McKeller, Attorney for CVR's  
Michael Murphy, Coastline Volunteer Rescue Squad, Inc.  
David Robinson, Coastline Volunteer Rescue Squad, Inc.  
Vance Baxley, Field Training Officer-MED1 NC Services  
Benjamin Edwards, Fleet Manager/Training Officer-Med1 NC Services

### ***New Business:***

Tracy Carnes opened the floor to discuss franchise applications from Coastline Volunteer Rescue Squad, Inc. presented by Joseph McKeller Attorney at Law, and Med1 NC Services, LLC presented by Vance Baxley and Benjamin Edwards. Also, approval of the minutes, educational updates and discussion of the latest changes to the Brunswick County Emergency Medical Services system STEMI/Cardiac, Stroke, Arrest/ROSC data, Protocol update and Medical Director's updates.

### ***Approval of Minutes:***

Tracy Carnes asked if each committee member had received a copy of the minutes, and had the opportunity to review the minutes from the previous meeting held on June 27, 2019. A motion to approve the minutes was requested. David Ward motioned for an approval of the minutes held on June 27, 2019, and Dr. William Sherrod seconded the motion. The vote was unanimous by the committee.



### **Franchise Request:**

#### ***Coastline Volunteer Rescue:***

Mr. Joseph McKellar, Attorney at law Batts, Batts & Bell, LLP, Rocky Mount, NC was present to represent on the behalf of Coastline Volunteer Rescue Squad, Inc. Mr. McKellar stated, Coastline Volunteer Rescue Squad, Inc., received a letter ending their franchise agreement in July, 2019 from the County without any reason. There is a law suit pending with the County. Nevertheless and out of an abundance of caution, we believe we're not required to come before this Committee. However, we have decided to complete the franchise agreement, although CVRS's never had completed a franchise agreement in years past. Mr. McKellar stated, "Coastline Volunteer Rescue Squad, Inc. was invited before the Committee to submit and discuss the franchise application. CVRS is requesting the approval from the Brunswick County Emergency Services Peer Committee to return back to normal operations responding to emergency and non-emergency services." Over the past forty years it has been the goal of Coastline Volunteer Rescue Squad, Inc. to serve the citizens of Brunswick County and wishes to continue to serve districts in Tri-Beach Volunteer Fire Dept. Supply Volunteer Fire Dept., Civietown Volunteer Fire Dept., and Bolivia Fire Dept. district areas. Also, the city limits of Shallotte to the county line of Columbus County and surrounding areas.

Mr. McKellar mentioned this is not an application, but a reapplication for CVRS. We're requesting to continue service within the County. CVRS has a lot of volunteers to include 13 EMT volunteers, and 2 AEMT's who are credentialed and certified. Addition CVRS's fleet consists of 4/vehicles; 2 ambulances that are certified at advance level services and 1 BLS QRV - Quick Response Vehicle. CVRS supports 5/fire agencies, local sheriff and state law enforcement. They also provide medical transport support in several situations which includes; MVC, injuries, missing person, water rescue, fire calls, personal assistance calls, stand-bys at the local high schools and transport of patients to distant healthcare facilities. Many of these services were only provided by CVRS's.

During Hurricane Florence CVRS provided its front line unit and transported patients for Hospice. During Hurricane Dorian CVRS received several phone calls from the same providers seeking CVRS's assistance, but they were unable to assist. CVRS enjoys helping the citizens and the phone is ringing off the hook. They have a lot of donors and support throughout the Supply and Holden Beach area. CVRS is seeking to continue services without seeking funding from the County. There is an abundance of charitable support and billing collection is enough to sustain its agency.

Lyle Johnston asked David Robinson what their hours of operation are. 12- or 24-hour shifts? Mr. Robinson stated that he is unable to determine hours of operation at this time. That will depend on their funding, assets available and staffing.

Lyle Johnston asked David Robinson what services CVRS will be providing. Mr. Robinson replied, CVRS's goal is to get back up and running emergency and non-emergency calls. In the past, prior to Lyle Johnston's employment, CVRS had requested an adjustment in the district area and would be open to a modification of a zone change.

*The Committee discussed and Lyle Johnson motioned to deny the request for Coastline Volunteer Rescue Squad, LLC Franchise Application as presented before the committee. CVRS is unable to adequately fulfill the services presented in the application submitted and Dr. William Sherrod seconded. The motion was adopted by a vote of 7-0 with Lyle Johnston, Dr. William Sherrod, Kat Corrigan, Rich Burn, Tracy Carnes, Art Dornfeld, and Brian Ross voting in favor to deny the request. David Ward, Leon Bass, Kim Stanley abstained.*

### **Med1 NC Services:**

Mr. Vance Baxley and Mr. Benjamin Edwards were present to represent Med1 NC Services, LLC to submit a franchise agreement application for non-emergency transport. Mr. Baxley stated, Med1 NC Services, LLC., is based in Robinson County, NC and is requesting approval from this committee to expand its services into Brunswick County to transport non-emergency patients that require transportation to and from doctor's appointments, dialysis, and hospital to home.

Mr. Baxley stated, Med1 NC Services has been in service for ten years, providing services in Robinson County and Hoke County. Their dispatch center operates 24/hours per day, 7 days a week and there is a local number to contact to schedule a transport. Its fleet consist of ten vehicles and one unmarked (QRV) quick response vehicle that are all certified and equipped at the North Carolina Office of Emergency Medical Services standards. They use EMS Charts for their documentation and send reports to NCEMS. They're flexible on the number of trucks on the road depending on the call volume and the agency has assisted with several 911 transports during two natural disasters; Hurricane Matthew and Florence.

Mr. Edwards mentioned Med1 has ten trucks, eight van trucks, and two box trucks. All units are equipped with Stryker Stretchers, Lifepak Monitors. Also, two types of radios on its units which include Kenwood VHF, and Viper radios.

Dr. Sherrod asked Mr. Edwards what are their hours of operation; 12 hours or 24 hours.

Mr. Edward replied, they're looking to locate to the middle of the county and will be operating 24/hours, 7 days a week, and provide non-emergency medical transportation for patients that require transport to and from doctor's appointments, dialysis, and hospital to home.

Art Dornfeld asked Mr. Edwards if the franchise agreement is approve how many units will be stationed within Brunswick County. Mr. Edward replied, they will have ten units and one quick response vehicle stationed in the County.

David Ward asked Mr. Edwards if their service is capable of transporting bariatric patients.

Mr. Edwards replied, "Yes it services is capable of transporting bariatric patients. They have bariatric stretchers, utilize a box truck or send an extra unit to transport the patient".

Brian Ross asked Mr. Edwards what their meaning of 911 backup and where will they be stationed at in the County. Mr. Edward, stated if the county should exhaust all of their 911-EMS units, Med1 is willing to assist with transporting patients and they're looking to station in the middle of the County.

Leon Bass asked Mr. Edwards how many units they will be running in the Brunswick County.

Mr. Edward replied, they will stations ten units in the County.

Lyle Johnson asked Mr. Edwards if they are still providing non-emergency transport in Robinson and Hoke County. Mr. Edwards stated, they're not providing non-emergency transport in Robinson and Hoke County. Hoke County uses the hospital for its non-emergency transports and they were outbid in Robinson County.

*The Committee discussed and Dr. William Sherrod motioned to approve Med1 NC Services, LLC Franchise Application as presented before the committee and Kat Corrigan seconded the motion. The committee (Kim Stanley, Brian Ross, Art Dornfeld, Dr. Sherrod, Kat Corrigan, Rich Burns, Tracy Carnes, and Lyle Johnston), made a unanimous vote to approve Med1 NC Services, LLC submitted franchise agreement application.*

### **Status Report:**

Tracy Carnes presented the committee with an overview report of the Brunswick County EMS and other local agencies call volumes, calls by outcome, and dispatch responses, which does not include St. James, and Sunny Point data. During this quarter there were several 911 calls which included Bald Head Island 74 calls, Coastline 36 calls, Southport Fire/Rescue 528 calls and Brunswick County EMS 5951 calls, with a total of 6589 calls. The calls by outcome included transports 3399, cancelations 1220, care transfers 297, patient refusals 1053, and 100 treated and refused, deceased after resuscitative efforts 18, and DOA's 47. Also, the number of dispatch response code includes 1348 Alpha, Bravo1707, Charlie 1179, Delta 2013, Echo 94, and inter-facility 10.

### **Brunswick Reports:**

Tracy Carnes mentioned since last quarter Brunswick County EMS has hired thirty employees and we currently there're eighty fulltime paramedics of which six is AEMT, and fifty-three part-time paramedics of which ten AEMT and nine Basics.

### **Chute Time & Stokes:**

In July through September 2019, Brunswick County EMS Chute Time compliance had maintain average of 90%, which is in compliance with the State standards, in spite of the problems with Marvlis. There was a total of forty-four code strokes activation, and forty-four received BGL of which forty-three received the MEND Exam's; however we still need to do a better job on getting the on scene times. Also, there were twelve STEMI's activation and eight received 12/leads within less than five minutes, nine were activated within the positive 12/lead, and five had scene times less than ten minutes with three patients transported to Grand Strand Regional Hospital and nine to New Hanover.

### **Trauma:**

Tracy Carnes mentioned during this quarter there were a total of sixty-seven trauma activations; which included twenty-two traumas I, and forty-five traumas II. Only 38 patients had a c-collar placed and that protocol TB 8 needs review by staff. Two tourniquets were placed and 2 patients had a need for RSI. Airlink was utilized 11 times and included eight-mva, one-fall, one-burn and one ROSC patient.

*Protocol:*

Tracy Carnes mentioned she has been reviewing the BCEMS Protocols and noticed there were a few typo mistakes and needed to be updated and revised to include the following:

*\*Parenteral Access: Intraosseous #11. Paramedic may administer 20 to 40mg (1 to 2 cc) of 2% Lidocaine in adult patients who experience infusion related pain. This may be repeated prn to a maximum of 60mg (3cc)*

*\*Stroke EMS Triage and Destination Plan: The symptoms of Acute Stroke Positive with a Stroke Screen with a RACE  $\geq 4$ , w/in 24 hours and the destination is New Hanover Regional Medical Center and Grand Strand Regional Medical Center*

*\*Burns Resources (Appendix J): The burn chart is incorrect. Tracy Carnes will contact NCOEMS for a revised chart.*

**Educational Updates:**

Rich Burns mentioned that he has been working with Capt. Sammy Turner in an effort to schedule an Active Shooter Awareness Class. The Active Shooter Awareness Class will be held in September, and October, 2019 to accommodate staff. Also, the ACLS, PALS, PHTLS, and the Advanced Stroke Life Support class is available on-line, please take opportunity to register.

**Other Business:**

*Brunswick County EMS:*

Art Dornfeld mentioned Brunswick County Emergency Services has order a new swift-water rescue trailer, and it will be arriving soon. The next Swift-water class is scheduled in March, 2020, and there will be a Rope class coming soon, please look for additional information to come.

Lyle Johnson mentioned the NCEMS Expo is scheduled for September 27-October 2, 2019 in Greensboro, NC.

*Brunswick County 911/Communication:*

Brian Ross and Kim Stanley mentioned they will be updating their CAD system to Zuercher in February, 2020.

*Sunny Point Fire-Rescue-EMS Station 35:*

Leon Bass mentioned Sunny Point has transition its unit from a district response to the closest unit and there has been a decreased in the number of call volumes, however the number of transports has increased which has allowed their staff to gain more hands on skills and exposure. The calls by outcome included 45/transport, 15/patient refusals and 1/transport by other agency. There were 14 patients transported to Doshier, 10 Brunswick Novant Medical Center and 22 New Hanover Regional Medical Center. Also, the number of calls by geographic zone includes Boiling Spring Lakes 20 calls, Bolivia 1 call, Leland 2 calls, Oak Island 4 calls, On Base 3 calls, Southport 31 calls, and Supply 1 call, and there were 2 code strokes activation, 2 traumas II, 0 STEMI and 0 ROSC.

Leon Bass mentioned Sunny Point Fire-Rescue-EMS is looking to upgrade its radios system to the band radio system in December 2020, and there has been some discussion to change their medical command to a Defense Command or Universal Medical Command under DOD in October, 2020.

*St. James:*

Larry Phelps mentioned that St. James Fire/Rescue has order a new truck and it will be located at the old station.

*Atlantic Coast Medical Transport:*

Mark Player, mentioned Atlantic Coast Medical Transport non-emergency transport service will be operating 24/hours.

*Motion to Adjourn:*

Tracy Carnes closed the meeting by thanking everyone for attending and the next meeting January 9, 2020, at 9:00am.



## ARTICLE II. - AMBULANCES

### DIVISION 1. - GENERALLY

#### Sec. 1-9-16. - Definitions.

Unless the context otherwise requires, the following definitions shall apply in the interpretation and enforcement of this article:

*Ambulance* or *rescue vehicle* shall mean any privately or publicly owned motor vehicle, aircraft, or vessel that is specially designed, constructed or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways or airways of this county of persons who are sick, injured, wounded or otherwise incapacitated or helpless.

*Ambulance attendant* shall mean an individual who has completed a training program in emergency medical care and first aid approved by the state department of human resources and has been certified as an ambulance attendant by the department.

*Ambulance service* shall mean a publicly or privately owned enterprise that is engaged in the transportation of patients to emergency and/or nonemergency medical facilities.

*Approved* shall mean approved by the state medical care commission pursuant to the latter's rules and regulations promulgated under G.S. section 143B-165.

*County* shall mean board of commissioners or a designated representative.

*Dispatcher* shall mean a person who is available at all times to receive requests for ambulance service, to dispatch ambulances, and to advise any municipal police, county sheriff dispatcher and emergency medical facilities of any existing or threatened emergencies.

*Emergency* and *emergency transportation service* shall mean the operation of an ambulance in order to provide medical care and transportation of a patient who is in need of immediate medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

*Emergency medical facility* shall mean a designated area within a hospital where there is available on a twenty-four-hour basis, staffing by highly qualified medical and hospital support personnel, general purpose operation rooms, diagnostic facilities and equipment capable of rendering emergency care.

*Emergency medical technician* shall mean an individual who has completed a training program in

emergency medical care at least equal to the National Standard Training Program for emergency medical technicians as defined by the United States Department of Transportation and has been certified as an emergency medical technician by the state department of human resources.

*Franchise* shall mean a permit issued by the county to a person for the operation of an ambulance service.

*Franchisee* shall mean any person having been issued a franchise by the county for the operation of an ambulance service.

*Highway or street* shall mean the entire width between property or right-of-way lines of every way or place or whatever nature, when any part thereof is open to the use of the public as a matter of right for the purpose of vehicular traffic. The terms highway or street or a combination of the two (2) terms shall be used synonymously.

*License* shall mean any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the state.

*Motor vehicle* shall mean any device in, upon or by which any person or property is or shall be transported upon a highway, excepting devices moved by human power or used exclusively upon fixed rails or tracks.

*Nonemergency transportation services* shall mean the operation of an ambulance or rescue vehicle for any purpose other than an emergency.

*Operator* shall mean a person in actual physical control of an ambulance or rescue vehicle which is in motion or which has the engine running.

*Owner* shall mean any person or entity that owns and operates an ambulance service.

*Patient* shall mean an individual who is sick, injured, wounded or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

*Person* shall mean any individual, firm, partnership, association, corporation, company group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.

(Ord. No. 36, §§ 1.1—1.19, 6-4-79)

**Cross reference—** Definitions and rules of construction generally, § 1-1-2.

**State Law reference—** Definitions, G.S. § 131E-155.

**Sec. 1-9-17. - Violations.**

Violation of this article, or the terms of any franchise granted under this article, shall be a misdemeanor as provided by G.S. section 14-4. Each such violation also shall subject the offender, franchisee, to a civil penalty in the amount of one hundred dollars (\$100.00) for each separate breach of the franchise or violation of this article. This civil penalty must be paid within ten (10) days after the hearing, as provided in section 1-9-46 on the citation, has been held. If not paid, such penalty may be recovered by the county as provided by G.S. section 153A-123(c). If the civil penalty is not paid within the ten (10) days as provided for above, the county may suspend or revoke the franchise.

(Ord. No. 36, § 13.2, 6-4-79)

**Cross reference**— General penalty, continuing violations, § 1-1-11.

**Sec. 1-9-18. - Territorial jurisdiction.**

The provisions of this article shall apply to all unincorporated areas within the geographic confines of the county and to such incorporated areas as may by resolution permit this article to be applicable within such incorporated areas.

(Ord. No. 36, § 15.1, 6-4-79)

**State Law reference**— Territorial jurisdiction of county ordinances, G.S. § 153A-122.

**Sec. 1-9-19. - Enforcement.**

The office of emergency medical services shall be the enforcing agency for the regulations contained in this article. Such office will:

- (1) Receive all franchise proposals from potential providers;
- (2) Study each proposal for conformance to this article;
- (3) Recommend to the board of commissioners the award of franchises to the applicants submitting the best proposals;
- (4) Quarterly inspect the premises, vehicles, equipment and personnel of franchisees to ensure compliance to this article and perform any other inspections that may be required;
- (5) Recommend the temporary or permanent suspension of a franchise if in noncompliance with the franchise terms in this article. Recommend the imposition of a misdemeanor or civil penalties as provided in this article;
- (6)



Ensure by cooperative agreement with other ambulance services the continued service in a district where an ambulance service franchise has been suspended;

- (7) Receive monthly reports from ambulance services and consolidate the same into a quarterly summary for review by the county and franchise holders;
- (8) Receive complaints from the public, other enforcing agencies and ambulance services regarding franchise infractions, review the complaint, and obtain corrective action;
- (9) Recommend improvements to the county which will ensure better medical transportation.
- (10) Maintain all records required by this article and other applicable county regulations.
- (11) Perform such of the above functions as may be requested by any municipality within the county.

(Ord. No. 36, § 14.20, 6-4-79; Ord. of 5-20-91)

#### Sec. 1-9-20. - Inspections.

The county may inspect a franchisee's records, premises and equipment at any reasonable time under supervision in order to ensure compliance with this article and any franchise granted under this article.

(Ord. No. 48, § 4, 12-1-80)

#### Sec. 1-9-21. - Recommending changes to article.

The fire and rescue commission is hereby authorized to recommend changes to this article to the end that it will be at all times current and consistent with the functions, duties and capabilities of a given department or agency.

(Ord. No. 48, § 4, 12-1-80)

#### Sec. 1-9-22. - Ambulance attendants and emergency medical technicians.

Standards for ambulance attendants and emergency medical technicians shall be the same as required by the state office of emergency medical services for certification as set forth in the current edition of *Rules and Regulations Governing Ambulance Service*, which is on file in the county office of emergency medical services.

(Ord. No. 36, § 7.1, 6-4-79; Ord. of 5-20-91)

Sec. 1-9-23. - Vehicles and equipment.

The standards to be applied to both vehicles and equipment are those developed by the state medical care commission pursuant to G.S. Article 7, Chapter 131E, and G.S. Article 56, Chapter 143. The standards are contained in Rules and Regulations Governing Ambulance Service which are on file in the county office of emergency medical services.

(Ord. No. 36, § 8.1, 6-4-79; Ord. of 5-20-91)

**State Law reference**— Regulation of ambulance services, G.S. § 131E-155 et seq.; emergency medical services, G.S. § 143-507 et seq.

Sec. 1-9-24. - Communications.

- (a) Each ambulance or rescue vehicle must be equipped with a two-way very high frequency radio licensed by the Federal Communications Commission and it must be in operative condition at all times. The radio must have a four-channel capability with two (2) channels equipped to conform to the regional emergency medical services communications plan.
- (b) Each base of operations must have at least one (1) open telephone line. The ambulance service must provide for a phone to be manned twenty-four (24) hours per day. Phone numbers must be registered with each law enforcement agency in the county. When and where applicable, county 911 service shall meet the requirements of this section.

(Ord. No. 36, § 9.2, 6-4-79; Ord. of 5-20-91)

Sec. 1-9-25. - Records.

Each owner of an ambulance service shall maintain the following records:

- (1) *Record of dispatcher or owner.* The record of the dispatcher or owner shall show the time the call was received; the time the ambulance was dispatched; the time the ambulance arrived on the scene; the time the ambulance arrived at its destination; the time the ambulance was in service; and the time the ambulance returned to

base. The record shall also include the caller's name, address and phone number, if available, and nature of the call.

- (2) *Trip record.* The trip record shall state all information required in subsection (1) in addition to the patient's address and telephone number; the condition of the patient, the type of medical assistance administered before reaching the hospital; odometer reading at the beginning and ending of the trip; the total trip miles, the schedule of charges; and the signature of the attendant and driver, the going and oncoming driver, and the offgoing and oncoming attendant. The ambulance call report form provided by the North Carolina Office of Emergency Medical Services shall be utilized for the trip record required in this subsection.
- (3) *Accounts receivable form.* An accounts receivable form shall be kept on all partial and full payments with the date of payments, if charges were assessed.
- (4) *Monthly report.* A copy of the monthly ambulance call report form data supplied by the North Carolina Office of Emergency Medical Services shall be submitted to the county by the ambulance service. Nonemergency ambulance transportation services must submit a substantially similar monthly report in the event that North Carolina Ambulance Call Report Form is not utilized.

(Ord. No. 36, § 11.16, 6-4-79; Ord. of 5-20-91)

#### Sec. 1-9-26. - Rates and charges.

- (a) Each owner of an ambulance service intending to charge for service shall submit a schedule of rates to the county for approval and shall not charge more than the approved rates without specific approval by the county.
- (b) No ambulance service shall attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with the family or guardian of the patient once the patient is in the process of receiving medical attention.
- (c) On nonemergency calls, or calls where a person requires transportation to a nonemergency medical facility, attempts to collect payment can be made before the ambulance begins its trip.

(Ord. No. 36, § 12.3, 6-4-79; Ord. of 5-20-91)

#### Sec. 1-9-27. - Violations.

It shall be a misdemeanor for any person to obtain or receive ambulance service without intending at the time of obtaining or receiving such services to pay, if financially able, the necessary charges. A determination that the recipient of such services has failed to pay for the services rendered for a period of ninety (90) days after request for payment, and that the recipient is financially able to do so, shall raise a presumption that the recipient of the services did not intend to pay for the services at the time they were obtained or received.

(Ord. No. 36, § 13.1, 6-4-79)

Secs. 1-9-28—1-9-40. - Reserved.

## DIVISION 2. - FRANCHISES

Sec. 1-9-41. - Required, exemptions.

- (a) No person either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the business or service of the transportation of patients within the county unless the person holds a valid permit for each ambulance used in such business or service issued by the office of emergency medical services of the state department of human resources and has been granted a franchise for the operation of such a business or service by the county pursuant to this article.
- (b) A vehicle operated for ambulance or rescue vehicle purposes within the county shall meet minimum staffing requirements as set forth by the North Carolina Office of Emergency Medical Services.
- (c) No franchise shall be required for:
  - (1) Any entity rendering assistance to a franchised ambulance service in the case of a major catastrophe or emergency with which the ambulance services franchised by the county are insufficient or unable to cope or;
  - (2) Law enforcement personnel.

(Ord. No. 36, § 2.3, 6-4-79; Ord. No. 48, § 1, 12-1-80; Ord. of 5-20-91)

Sec. 1-9-42. - Application.

- (a) An applicant may apply for a franchise to operate either emergency transportation service or nonemergency transportation service. If both types of services are to be provided, a

combined application may be filed for each type.

- (b) Application for a franchise to operate ambulances or rescue vehicles in the county shall be made upon such forms as may be prepared or prescribed by the county and shall contain:
  - (1) The name and address of the applicant and of the owner of the ambulance or rescue vehicle;
  - (2) The trade or other fictitious name, if any, under which the applicant does business or proposes to do business, along with a certified copy of an assumed name certificate stating such name or articles of incorporation stating such name, or other proof of name;
  - (3) A resume of the training and experience of the applicant in the transportation and care of patients;
  - (4) A description and copy of state certification for each ambulance or rescue vehicle owned and operated by the applicant;
  - (5) The location and description of the place or places from which it is intended to operate;
  - (6) Financial statement of the applicant as the same pertains to his operations in the county which shall be in such form and in such detail as may be required by the county;
  - (7) A description of the applicant's capability to provide twenty-four-hour coverage, seven (7) days per week for the district covered by the franchise applied for, and an accurate estimate of the minimum and maximum times for a response to calls within such district.

(Ord. No. 36, §§ 3.1, 4.2, 6-4-79)

#### Sec. 1-9-43. - Hearing on application.

Upon receipt of an application for a franchise, the county shall schedule a time and place for hearing the applicant. Within thirty (30) days after hearing, the county shall cause such investigation as it may deem necessary to be made of the applicant and his proposed operations, and make a final determination.

(Ord. No. 36, § 4.3, 6-4-79)

**State Law reference—** Ambulance franchise hearing, G.S. § 153A-250.

#### Sec. 1-9-44. - Granting.

A franchise will be granted if the county finds that:

- (1) The public convenience and necessity warrants the cost of expanding the services already available to the proposed ambulance service;
- (2) Each such ambulance of the applicant, his required equipment and the premises designated in the application, have been certified by the county and state;
- (3) Certified ambulance attendants and emergency medical technicians are employed in such capacities as required by law.

(Ord. No. 36, § 4.4, 6-4-79)

Sec. 1-9-45. - Term.

The county may issue a franchise under this article to an owner of an ambulance or rescue service, to be valid for a one-year term provided that either party at its option, may, terminate the franchise upon sixty (60) days' prior written notice to the other party. After a notice of service termination is given, the ambulance service shall reapply for a franchise if continued service is desired.

(Ord. No. 36, § 5.1, 6-4-79)

Sec. 1-9-46. - Suspension, revocation or termination.

- (a) If any franchisee shall fail to comply with or shall violate any provision of this article, or a franchise issued under this article, the franchisee shall be cited by the county for the violation or failure to comply. The county, after a hearing, pursuant to this citation may impose a civil penalty of one hundred dollars (\$100.00) for each separate breach of the franchise as provided in section 1-9-17 or may suspend or revoke the franchise. If upon such hearing, the county shall find that the franchisee has corrected any deficiencies and has brought his operation into compliance with the provisions of this article, the franchise shall not be suspended or revoked but a civil penalty as provided in section 1-9-17 may be imposed.
- (b) Upon suspension, revocation, or termination of a franchise granted under this division, such franchised ambulance service shall immediately cease operations. Upon suspension, revocation, or termination of a driver's license or attendant's certificate or emergency medical service technician certificate, such person shall cease to drive an ambulance or act as primary attendant in providing an ambulance service, and no person shall employ or permit such individual to drive an ambulance or act as primary attendant in providing an ambulance service.

(Ord. No. 36, § 5.3, 6-4-79)

Sec. 1-9-47. - Standards for ambulance franchise.

- (a) Each franchised ambulance service shall at all times comply with the requirements of this article, the franchise granted under this division, and all applicable state and local laws relating to health, sanitation, safety, equipment, and ambulance design and all other laws and ordinances.
- (b) Prior approval of the county shall be required where ownership or control of more than ten (10) percent of the right of control of the franchisee is acquired by a person or group of persons acting in concert; none of whom own or control ten (10) percent or more of such right of control, singularly or collectively, at the date of the franchise. By its acceptance of the franchise, the franchisee specifically agrees that any such acquisition occurring without prior approval of the county shall constitute a violation of the franchise by the franchisee and shall be cause for termination at the option of the county.
- (c) Any change of ownership of a franchised ambulance service shall terminate the franchise and shall require a new application and a new franchise and conformance with all the requirements of this article as upon original franchising.
- (d) No franchise may be sold, assigned, mortgaged or otherwise transferred without the approval of the county and a finding of conformance with all requirements of this article as upon original franchising. Each franchised ambulance service, its equipment and the premises designated in the application and all records relating to its maintenance and operation as such, shall be open to inspection by the state, county or their designated representatives.

(Ord. No. 36, § 6.4, 6-4-79)

Sec. 1-9-48. - Insurance.

No ambulance franchise shall be issued under this article, nor shall such franchise be valid after issuance, nor shall any ambulance or rescue vehicle be operated in the county, unless there is at all times in force and effect insurance coverage, issued by an insurance company licensed to do business in the state, for each ambulance or rescue vehicle owned and/or operated by or for the ambulance service providing for the payment of damages: in the sum of one hundred thousand dollars (\$100,000.00) for death or injury to any one (1) person arising out of one (1) accident; three hundred thousand dollars (\$300,000.00) for death or injury to all persons arising out of one (1) accident, and fifty thousand dollars (\$50,000.00) for damage to any property arising out of one (1) accident, in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law,

regardless of whether the ambulance was being driven by the owner or his agent.

(Ord. No. 36, § 10.1, 6-4-79)

**State Law reference—** Business under assumed name, G.S. § 66-68 et seq.

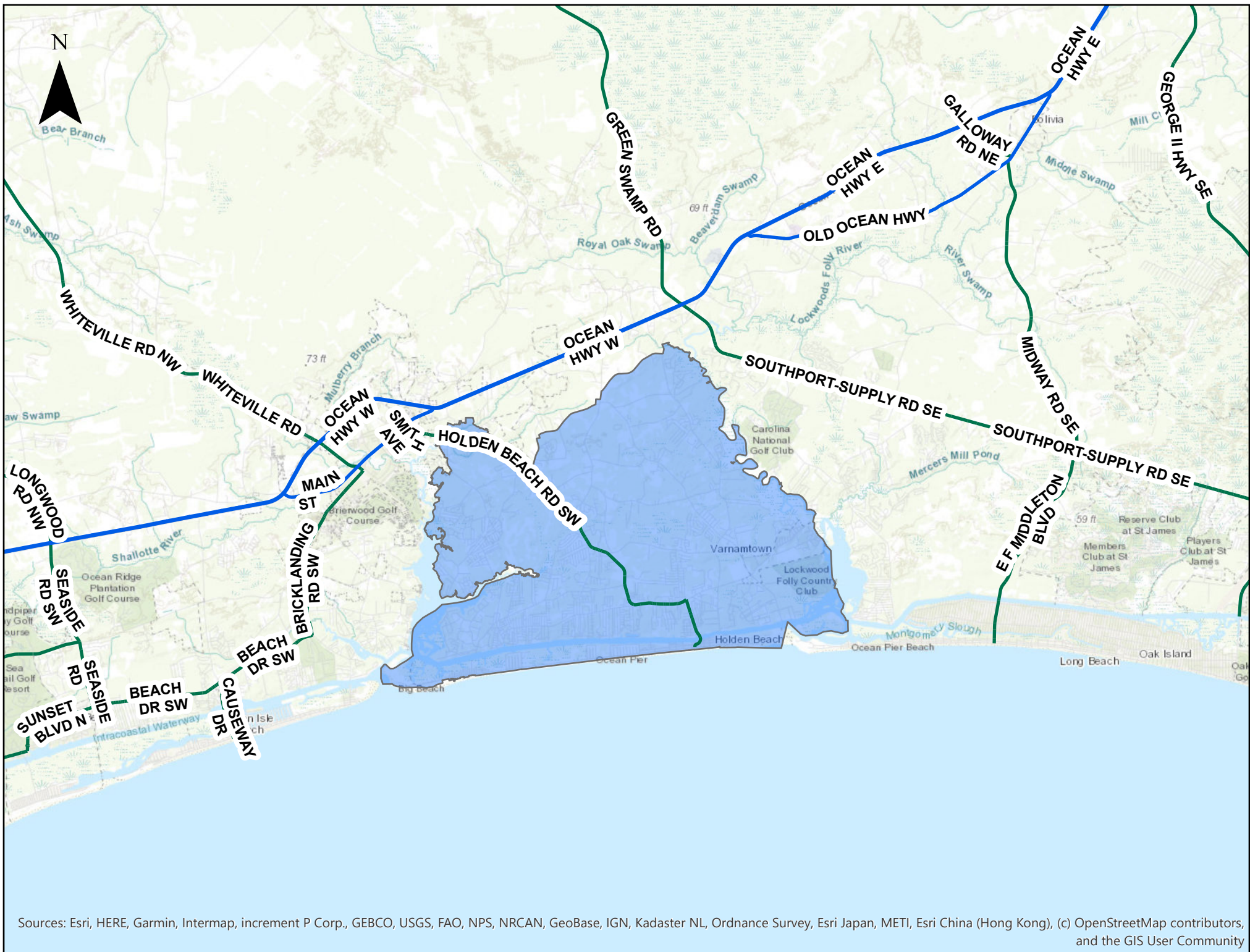
Sec. 1-9-49. - Districts.

The board of commissioners shall designate specific service areas as franchise districts. The districts will be established on criteria that include geographic size, road access, the location of existing medical transportation services, population and response time.

(Ord. No. 36, § 4.1, 6-4-79)

Secs. 1-9-50—1-9-60. - Reserved.

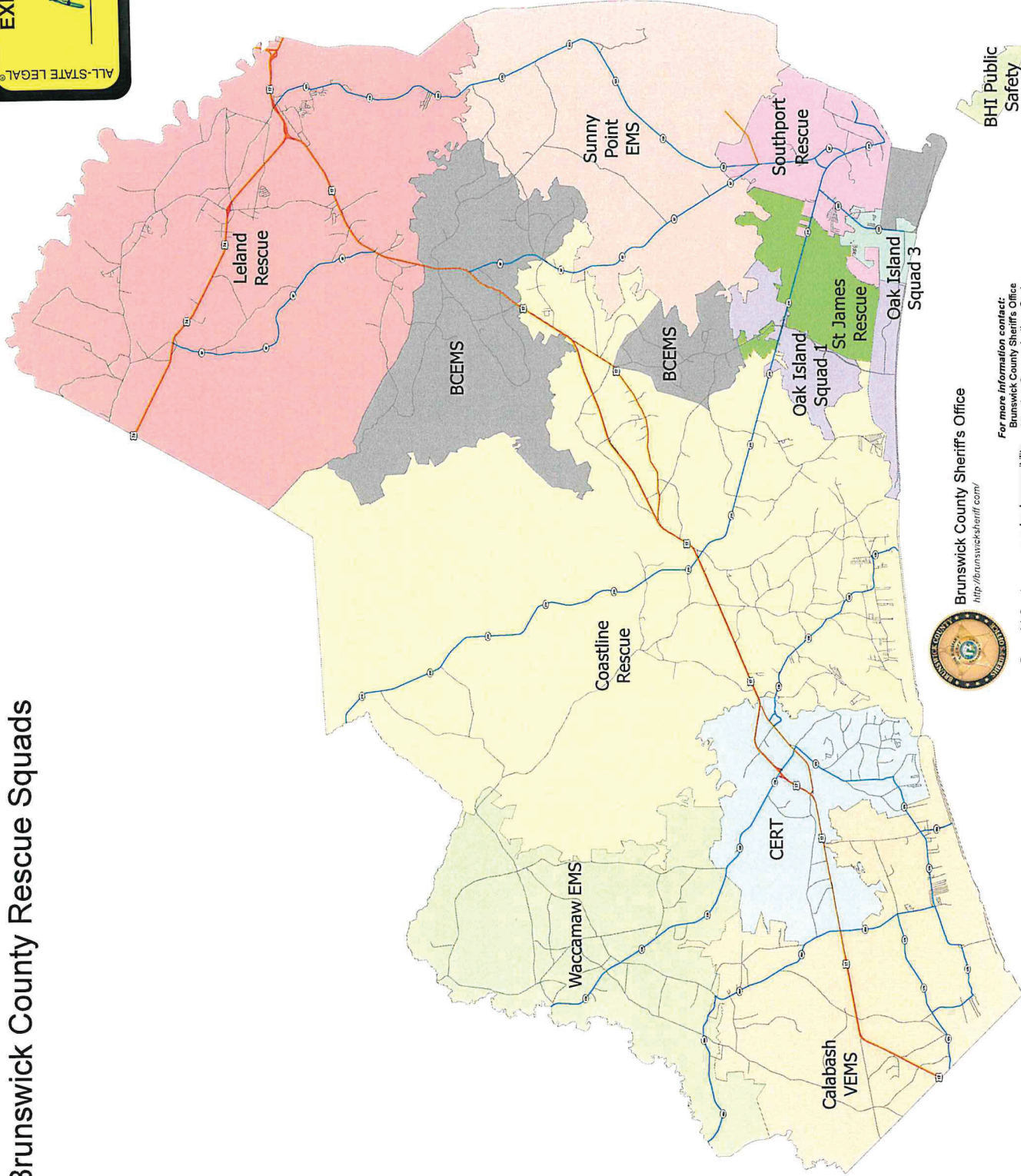








# Brunswick County Rescue Squads



Brunswick County Sheriff's Office

<http://brunswicksheriff.com/>

For more information contact:  
Brunswick County Sheriff's Office  
Attention: Communications Center  
PO Box 249  
3325 Old Ocean Hwy, Building C  
Bolivia, NC 28422  
(910) 253-5383

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BHI Public Safety



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

**Action Item # VIII. - 1.**

**From:**

Andrea White

Governing Body - Annual Board Appointments

**Issue/Action Requested:**

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

**Background/Purpose of Request:**

Annual Board appointments were presented at the June 1, 2020 regular meeting. Following the meeting, several board/committee/council seats were still vacant. The appointees presented, if approved, will fill those seats, and all remaining vacancies will be brought to the Board at a later date.

**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 annual board appointments as presented.

**ATTACHMENTS:**

Description

- ▣ Appointees for Consideration

Board	Title	First Name	Last Name	District	New Expiration Date	Term
SEAT DESIGNATED BY POSITION or AT LARGE						
Health & Human Services Advisory Board		VACANT		Optometrist	6/30/2023	3
UNDESIGNATED						
Home & Community Care Block Grant Committee		VACANT		N/A	6/30/2021	1
Juvenile Crime Prevention Council	Mr.	Lavar	Marlow	N/A	6/30/2022	2



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

**Action Item # X. - 1.**  
Closed Session

**From:**  
Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners hold a Closed Session pursuant to G.S. 143-318.11(a)(1) and (3) to approve Closed Session minutes and to consult with its attorney.

**Background/Purpose of Request:**

**Fiscal Impact:**

**Approved By County Attorney:**

**County Manager's Recommendation:**

Recommend that the Board of Commissioners hold a Closed Session pursuant to G.S. 143-318.11(a)(1) and (3) to approve Closed Session minutes and to consult with its attorney.