## BRUNSWICK COUNTY BOARD OF COMMISSIONERS REGULAR MEETING AGENDA May 2, 2022 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. Board of Education - Request to Delay Budget Submittal

Request that the Board of Commissioners approve the Brunswick County Schools' request to submit budget after Statutory Date due to the current funding agreement.

2. Clerk to the Board - Board Appointment - City of Southport ETJ Appointment to Board of Adjustments to

Request that the Board of Commissioners approve the City of Southport's recommended appointment of Ms. Kate Seigler to fill the vacant ETJ position on the City of Southport's Board of Adjustments for a term expiring April 2025.

3. Clerk to the Board - Juvenile Crime Prevention Council Appointments

Request that the Board of Commissioner approve the selection of Travis Greer as the Local Health Director Designee, Jennifer McCrea for the Juvenile Defense Attorney Designee and Shirley Smircic as the DA Officer Designee on the Juvenile Crime Prevention Council

4. Clerk to the Board - Meeting Minutes

Request the Board of Commissioners approve the draft minutes from the Regular Meeting of April 18, 2022.

5. Clerk to the Board - Proclamation - Municipal Clerks Week

Request the Board of Commissioners consider honoring the Municipal Clerks of Brunswick County with the attached Proclamation.

6. County Attorney - Refund Request for Excise Tax

Request that the Board of Commissioners authorize a refund requested for excise taxes paid in error in the amount of \$1037.00.

7. Emergency Services - North Carolina Emergency Management Capacity Building Competitive Grant

Request the Board of Commissioners approve the application for the North Carolina Emergency Management Capacity Building Competitive Grant program for \$107,250.00.

8. 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 Insurance Proceeds Budget Amendment

Appropriate \$90,000 of insurance proceeds funding for the replacement of two total loss vehicles (SD467, SD590).

#### -Child Health Miscellaneous Revenues Budget Amendment

Appropriate \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford one. The Health Services car seat coordinator plans to purchase as many car seats and related supplies before the end of FY21-22 and distribute on a first come, first serve basis once client needs have been verified.

9. Health and Human Services - Health Services - AA 546 - Communicable Disease Pandemic Recovery

Request that the Board of Commissioners approve the Agreement Addendum for Activity 546 - Communicable Disease Pandemic Recovery and authorize the Health Director's executing signature.

10. Health and Human Services - Health Services - AA 620 - ARPA COVID-19 School Health Team Workforce

Request that the Board of Commissioners approve the Agreement Addendum for Activity 620 - ARPA COVID-19 School Health Team Workforce and authorize the Health Director's executing signature.

11. Operation Services - Lease Agreement for Shallotte Probation & Parole Office

Request that the Board of Commissioners approve a lease agreement for the probation and parole office in Shallotte.

12. Register of Deeds Grant Program

Request the Board of Commissioners to approve the application submission of the Register of Deeds Grant Program and delegate authority to the County Manager to sign grant agreement if awarded as appropriated by the North Carolina General Assembly and administered by the Office of State Budget and Management.

13. Utilities - Grant Application Ratify (John Nichols, PE - Director of Public Utilities) Request that the Board of Commissioners ratify attached Brunswick County Grant Application Evaluation Form.

## VI. Presentation

1. Clerk to the Board - NC DOT Update Presentation

Request the Board of Commissioners hear a presentation from NC DOT Division Engineer Chad Kimes regarding projects and budgets.

#### VII. Administrative Report

1. Administration - ARPA Policies & Procedures Approval and Preliminary Funding Priorities

Request approval of the Resolution adopting policies to aid in the expenditure of American Rescue Plan Act of 2021;

Provide feedback and guidance on the recommended funding priorities (no approval requested at this time)

2. Emergency Services - Governor's Volunteer Service Award

Request the Board of Commissioner's approve a resolution recognizing the recipients of the 2020, 2021 and 2022 Governor's Volunteer Service Award.

3. Tax Administration - Contract for Revaluation Vendor

Request that the Board of Commissioners accept the proposal from Piner Appraisal, Inc. to assist with the 2023 countywide revaluation. The contract will provide assistance in valuing Commercial properties.

#### VIII.Other Business/Informal Discussion

## IX. Closed Session

## 1. Closed Session

Request the Board enter closed session pursuant to G.S. 143-318.11(a)(1) and (3) to approve draft Closed Session Minutes from April 4, 2022 and to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

## X. Adjournment



## Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

Action Item # V. - 1. Board of Education - Request to Delay Budget Submittal

**From:** Aaron Smith

## **Issue/Action Requested:**

Request that the Board of Commissioners approve the Brunswick County Schools' request to submit budget after Statutory Date due to the current funding agreement.

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

Brunswick County Schools Finance Officer Freyja Cahill submitted the attached letter requesting to submit a budget to the Board of Commissioners after the County of Brunswick and the State of North Carolina budgets are approved. The NCGS 115C-429 requires the Board of Education to submit a budget to the Board of County Commissioners by May 15th of each year for funding consideration. This has been the practice for many years due to the funding agreement between the schools and the county.

## **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 Brunswick County Schools' request to submit budget after Statutory Date due to the current funding agreement.

## ATTACHMENTS:

Description

D 20220502 Attach - Budget Delay Letter



## BRUNSWICK COUNTY SCHOOLS

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

Fax: 910-253-2983

April 28, 2022

Aaron Smith Finance Officer **County of Brunswick** Bolivia, North Carolina, 28422

Dear Aaron

GS 115C-429 requires the board of education to submit a budget to the board of county commissioners by May 15<sup>th</sup> of each year for funding consideration. Since a local funding agreement is in place, the board of education will not submit a budget request in addition to the calculated amount of ad valorem.

The board of education respectfully requests permission to delay submitting the local current expense operating budget for fiscal year 2022-2023 until the County of Brunswick and the State of North Carolina budgets are approved. As has been done for several preceding years, the board of education intends to operate under an interim resolution until such time as an operating budget is adopted.

Please present this request to the board of county commissioners for approval. Thank you for your assistance with the budget process and please contact me if I may address any concerns.

Sincerely,

Freiz- Cahill

Freyja Cahill **Chief Finance Officer** 

A Community of Learners



## Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

From: Daralyn Spivey

## Action Item # V. - 2. Clerk to the Board - Board Appointment - City of Southport ETJ Appointment to Board of Adjustments to

## Issue/Action Requested:

Request that the Board of Commissioners approve the City of Southport's recommended appointment of Ms. Kate Seigler to fill the vacant ETJ position on the City of Southport's Board of Adjustments for a term expiring April 2025.

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

The City of Southport's Code of Ordinances mandates that the County Board of Commissioners appoint extraterritorial jurisdiction members to the Board of Adjustments

## **Fiscal Impact:**

## **Approved By County Attorney:**

Yes

## **County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the City of Southport's recommended appointment of Ms. Kate Seigler to fill the vacant ETJ position on the City of Southport's Board of Adjustments for a term expiring April 2025.

## **ATTACHMENTS:**

Description

**D** Southport ETJ Board of Adjustments Appointee

## RESOLUTION OF SOUTHPORT BOARD OF ALDERMEN REQUESTING BRUNSWICK COUNTY BOARD OF COMMISSIONERS TO APPOINT EXTRATERRITORIAL MEMBER TO THE CITY OF SOUTHPORT BOARD OF ADJUSTMENT

- WHEREAS, there is an extraterritorial board position that has been vacant for a few months; and
- WHEREAS, the City of Southport Board of Adjustment recently conducted interviews to fill vacant positions; and
- WHEREAS, the City of Southport Code of Ordinances mandates that Brunswick County Board of Commissioners appoint said extraterritorial members; and
- WHEREAS, the Board of Aldermen desires that the Brunswick County Board of Commissioners appoint said extraterritorial member as expeditiously as possible to assure the efficient functioning of the Board of Adjustment;
- **NOW, THEREFORE, BE IT RESOLVED** that the City of Southport Board of Aldermen hereby request that the Brunswick County Board of Commissioners appoint Kate Seigler to the City of Southport Board of Adjustment to fill the vacancy.

This the <u>14<sup>th</sup></u> day of April, 2022.

Hatem, M.D.. M.P.H Joséph Gity of Southport

Dorothy Dutton, City Clerk





**From:** Daralyn Spivey

## Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

Action Item # V. - 3. Clerk to the Board - Juvenile Crime Prevention Council Appointments

## **Issue/Action Requested:**

Request that the Board of Commissioner approve the selection of Travis Greer as the Local Health Director Designee, Jennifer McCrea for the Juvenile Defense Attorney Designee and Shirley Smircic as the DA Officer Designee on the Juvenile Crime Prevention Council

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

JCPC Coordinator Donna Cuneo advised that the above designees would need approval based on the interpretation of the NC Administrative Code and the JCPC policies which state that each member, as well as designees, must be approved by the Brunswick County Board of Commissioners. The Board of Commissioner appointments that will be made by the Commissioners will be forthcoming on the May 16th meeting.

## Fiscal Impact:

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:** Yes

## **County Manager's Recommendation:**

Recommend that the Board of Commissioner approve the selection of Travis Greer as the Local Health Director Designee, Jennifer McCrea for the Juvenile Defense Attorney Designee and Shirley Smircic as the DA Officer Designee on the Juvenile Crime Prevention Council

## **ATTACHMENTS:**

## Description

- **D** JCPC Roster 2022-04-18
- D Notice of Request

## BRUNSWICK COUNTY JCPC MEMBERS Effective April 21, 2022

Member	Position
Forte, Mike	County Commissioner
Lytch, Catherine	Director DSS or designee
Niebauer, Holly	AMH/DD/SA designee
McCrae, Jennifer	Juvenile Defense Attorney
Nowell, T K	Brunswick County Sherriff
Rogge, Marsha	Chief Court Counselor
	or designee
Hankins, Pauline	Chief District Judge/ designee
Greer, Travis	Local Health Director/designee
	Member of Business Community
	Member of Faith Community
Smircic, Shirley	DA Officer or designee
Willis, Resea	Representative Non-Profit
Johnson, Melinda	Representative/Parks &.
	Rec
Lloyd, Meredith	School designee
Wood, Raymond	Substance Abuse Professional
	Chief of Police
Ohmer, Rich	County Manager designee
Rutkowski, E 6/23	County Commissioner Appointee
Jordan, Bonnie 6/22	County Commissioner Appointee
Flucker, Sharon 6/23	County Commissioner Appointee
Smithers, N 6/23	County Commissioner Appointee
Elliott, Maxine 6/23	County Commissioner Appointee
Manning, John 6/23	County Commissioner Appointee
Marlowe, Lavar 6/22	County Commissioner Appointee
	Youth Member
	Youth Member
Program Providers	Program
Mortley, Warren	Providence Home
Smircic, Shirley	Teen Court
Jackson/Lois	Restitution
Breen/Bob	
Ditta, Erin/ Hale-Holland Deanna	Strengthening Families
Clemmons, Kristina/Seamon,	Coastal ART
Jeremy	
Cribb, Kelly	DPS Area JCPC Consultant

From:	Donna Cuneo
To:	Daralyn Spivey
Cc:	Melinda Johnson; Christina Kennedy; John Manning; Kelly Cribb; Meredith Lloyd
Subject:	JCPC Approved Minutes, Attendance Sheet and New Member Approvals
Date:	Friday, April 22, 2022 2:11:17 PM
Attachments:	Attendance Sheet March 17, 2022.docx
	Minutes for March 17, 2022 (1).docx
	JCPC Members.docx

**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.

The JCPC would like to have an item added to the agenda for the next Commissioners meeting. The JCPC board members would like to recommend that Travis Greer be approved for the position of Local Health Director/designee, Jennifer McCrea for the position of Juvenile Defense Attorney and Shirley Smircic as DA Officer/designee. Please let me know if you have any questions or concerns.

Also, find attached the approved March minutes and attendance sheet.

<u>Thank you,</u>

Donna Cuneo



## Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

**From:** Daralyn Spivey

## **Issue/Action Requested:**

Request the Board of Commissioners approve the draft minutes from the Regular Meeting of April 18, 2022.

Action Item # V. - 4.

Clerk to the Board - Meeting Minutes

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

## Fiscal Impact:

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:** Yes

## **County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the draft minutes from the Regular Meeting of April 18, 2022.

## **ATTACHMENTS:**

## Description

**D** Regular Meeting Minutes 2022-04-18

## BRUNSWICK COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES REGULAR MEETING April 18, 2022 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 Randy Thompson, Chairman Commissioner Mike Forte, Vice-Chairman Commissioner J. Martin Cooke Commissioner Pat Sykes Commissioner Frank Williams
STAFF:	Steve Stone, County Manager Bob Shaver, County Attorney David Stanley, Deputy County Manager Aaron Smith, Finance Director Daralyn Spivey, Clerk to the Board Meagan Kascsak, Communications Director Lt. 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. <u>CALL TO ORDER</u>

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

## II. INVOCATION/PLEDGE OF ALLEGIANCE

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

## III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda. No adjustments were requested.

Commissioner Cooke moved to approve the agenda as presented. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

## IV. <u>PUBLIC COMMENTS</u>

Mr. Dale Todd spoke to the need of increasing staff for the Veterans Services office and his appreciation of the work that office does for the growing number of veterans moving to the County

Ms. Lori Sharkey requested the support of the Board for the NC211 Greenway Plan.

## V. <u>APPROVAL OF CONSENT AGENDA</u>

Vice-Chairman Forte moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0). See individual items for approval status:

## 1. Administration – Brunswick County Schools Contract with Stonehenge Building and Timeless Properties for Various Bathroom Renovations -Approved

The Board approved and authorized the Chairman to sign the Stonehenge Building Contract in the amount of \$362,559 and the Timeless Properties in the amount of \$361,530 for various bathroom renovations.

2. Clerk to the Board – Meeting Minutes April 4 2022 - Approved

The Board approved the draft minutes from the Regular Meeting of April 4, 2022.

## 3. County Attorney – Declaration of Surplus Property - Approved

The Board declared property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

4. EMS – Sunny Point Fire and Emergency Services Mutual Aid Agreement – Approved

The Board approved the Memorandum of Mutual Aid Agreement between Brunswick County and Sunny Point Fire & Emergency Services.

5. EMS – Transfer of Unneeded Fixed Asset to Winnabow Fire Department - Approved

The Board approved the transfer of one (1) Scott Air Systems mobile breathing air refill station to the Winnabow Fire Department.

6. Finance Fiscal Items – Approved

The Board approved the following Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda:

-Environmental Health Services Additional State Funding Budget Amendment Appropriate \$4,777 of additional state revenues for the purchase of supplies and materials needed to support the environmental health food and lodging program activities.

-Financial Reports for March 2022 (unaudited)

Within the report is Summary Information for General and Enterprise Funds, Cash and Investments, and key indicators of Revenues and Expenditures. All reports provided at: <u>https://brunswickcountync.gov/finance/reports</u>

7. Governing Body – NACo Voting Delegate - Approved

The Board approved Commissioner Frank Williams as the Voting Delegate for the NACo National Conference 2022.

- 8. Health and Huma Services Brunswick Senior Resources Inc. Additional Funding and Budget Revision #1 to HCCBG Approved The Board approved an additional 2022 funding allocation and Revision #1 budget document for the Fiscal Year 2021-2022 Home and Community Care Block Grant for Older Adults.
- 9. Health and Human Services Health Services Environmental Health Positions- Approved The Board approved Health Services' request for (2) additional Environmental Health positions to be hired immediately.

## 10. Sheriff's Office – Sole Source Resolution & Agreement- Approved The Board approved a resolution authorizing the purchase of an item under a sole source exception and its associated agreement. The product, known as a Heliwagon, is valued at \$40,050 and is needed for the Sheriff's Office Aviation Unit. Grant funds are being utilized to facilitate this purchase. The Resolution reads as follows:

## RESOLUTION AUTHORIZING PURCHASE OF A HELIWAGON<sup>®</sup> REMOTE CONTROLLED HELICOPTER LANDING DOLLY UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

**WHEREAS**, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a

product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

**WHEREAS**, the Brunswick County Sheriff's Office is in need of a helicopter landing dolly to facilitate moving the helicopter into and out of hangar storage; and

**WHEREAS**, movement of the helicopter must be performed by the helicopter pilot and a single crew member, which is both unsafe and extremely difficult without the assistance of a proper landing dolly; and

**WHEREAS**, the Heliwagon Remote Controlled Landing Dolly is the only 100% electric wireless remote controlled landing dolly for skid helicopters and also utilizes an electric locking wheel system that eliminates the use of chocks, which allows the helicopter crew to remotely move the dolly into position for landing; safely land on a stable platform; and then remotely move the dolly into the hangar facility; and

**WHEREAS**, Heliwagon, Inc. is the exclusive creator, manufacturer, and seller of the Heliwagon Remote Controlled Landing Dolly; and

**WHEREAS**, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

**NOW, THEREFORE BE IT RESOLVED,** that the Brunswick County Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 18th day of April, 2022.

Randy Thompson, Chairman Brunswick County Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC Clerk to the Board

- Tax Admin April 2022 Releases Approved The Board reviewed and approved the April 2022 releases.
- 12. Utilities ARPA Grant Application Resolution Longwood Road Approved The Board adopted a resolution and authorized the County Manager to sign the application to the North Carolina Department of Environmental Quality American Rescue Plan Act (ARPA) Grant Program. The Resolution reads as follows:

## RESOLUTION BY GOVERNING BODY OF APPLICANT

**WHEREAS,** the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of wastewater collection and transmission systems, and

**WHEREAS,** the Brunswick County has need for and intends to construct a wastewater collection and transmission system project described as The Longwood Road Forcemain Project, and

**WHEREAS,** the Brunswick County intends to request State loan and/or grant assistance for the project,

## NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BRUNSWICK COUNTY:

That Brunswick County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Steve T. Stone, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18<sup>th</sup> of April 2022 at Brunswick County, North Carolina.

Randy Thompson, Chair Board of Commissioners

## ATTEST:

Daralyn Spivey NCCCC Clerk to the Board

The undersigned duly qualified and acting Clerk of the Brunswick County Board of Commissioners does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Brunswick County Board of Commissioners duly held on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Recording Officer

Title

## VI. <u>PRESENTATIONS</u>

 Clerk to the Board – Proclamation - Resolution Recognizing Honor Flight The Board heard a request to adopt a resolution in recognition of Honor Flight of the Cape Fear Area. Commissioner Cooke moved to approve the Proclamation. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0). The Resolution reads as follows:

## **RESOLUTION RECOGNIZING HONOR FLIGHT OF THE CAPE FEAR AREA**

**WHEREAS**, the security of the United States relies on patriotic women and men who put their personal lives on hold and place themselves in harm's way to protect the freedoms on which this country was founded and that all citizens of the United States cherish; and

WHEREAS, the Honor Flight Network is a national, non-profit organization

created by Earl Morse, a physician assistant and retired Air Force captain, and Jeff Miller, a small business owner and son of a World War II Veteran solely to honor America's Veterans for all their sacrifices; and

**WHEREAS**, through the Honor Flight organization, over 250,000 World War II, Korea War, and Vietnam War Veterans from across the United States have an opportunity to take an all-expenses paid trip to Washington D.C. to visit the military service memorials; and

**WHEREAS**, many Veterans have never visited Washington, D.C., and could not make this trip without Honor Flight's support and resources; and

**WHEREAS**, Honor Flight of the Cape Fear Area is a recently established hub of the national program led by local volunteers to pay tribute to Veterans in the Cape Fear area, and to educate members of the community about our local heroes; and

**WHEREAS**, on April 30, 2022, this amazing organization is providing World War II, Korea War, and Vietnam War Veterans a chance to fly out of Wilmington International Airport to Washington D.C. and visit their memorials; giving participants the unique opportunity both to pay their respects to their fellow soldiers and to receive the time of reflection and celebration they so richly deserve; and

**WHEREAS**, North Carolina's Veterans of World War II, the Korea War, and the Vietnam War embody the spirit of service with a willingness to find meaning in something greater than themselves, and it is fitting and proper that the outstanding accomplishments and sacrifices of these distinguished Americans be honored appropriately.

**NOW, THEREFORE, BE IT RESOLVED** that the Brunswick County Board of Commissioners commend North Carolina's Veterans of World War II, the Korea War, and the Vietnam War; Honor Flight of the Cape Fear Area is recognized; and Brunswick County extends its deepest appreciation to those who stood ever ready to make the ultimate sacrifice upon the alter of freedom.

Adopted, this 18<sup>th</sup> day of April 2022.

Randy Thompson, Chair Board of Commissioners

Daralyn Spivey, NCCCC Clerk to the Board

## 2. Human Resources – Presentation – Classification and Total Compensation Study Update from Piedmont Triad Regional Council

The Board received a presentation from David Hill, Project Manager from Piedmont Triad Regional Council (PTRC), regarding the Classification and Total Compensation Study and associated recommendations. Commissioner Cooke moved to approve the implementation of the PTRC recommendations effective immediately. The motion was seconded by Commissioner Williams. The motion passed by a vote of four to one (Ayes – Thompson, Forte, Cooke, and Williams. Nays – Sykes).

## VII. <u>ADMINISTRATIVE REPORT</u>

## 1. Utilities – 2022 Drinking Water Week Resolution

The Board heard a request to adopt a resolution in recognition of Drinking Water Week. Commissioner Williams moved to approve the Resolution. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0). The Resolution reads as follows:

## RESOLUTION RECOGNIZING DRINKING WATER WEEK IN BRUNSWICK COUNTY, NORTH CAROLINA

**WHEREAS**, the Board of Commissioners for Brunswick County (County) wishes to provide and promote the importance of safe drinking water in Brunswick County; and

WHEREAS, Brunswick County Public Utilities (BCPU) serves not only the unincorporated areas of the County; but also, within the municipalities of Boiling Spring Lakes, Bolivia, Calabash, Carolina Shores, Caswell Beach, parts of Leland, Navassa, Northwest, parts of Oak Island, St. James, Sandy Creek, parts of Southport, Sunset Beach, and Varnamtown; and

**WHEREAS,** for nearly four decades Brunswick County Public Utilities has faithfully provided water to other utilities (wholesale customers) including Ocean Isle Beach, Holden Beach, Oak Island, Bald Head Island, Southport, Shallotte, and H2GO; and

**WHEREAS,** the County recognizes that water is our most valuable natural resource, and that access to safe drinking water is a necessity; and

WHEREAS, Brunswick County Public Utilities operates a premier drinking water system, that has been awarded the NC American Water Works Association Water Large Distribution System of the Year Award five consecutive years, that safeguards public health by producing and distributing drinking water to citizens throughout Brunswick County; and

**WHEREAS**, the County's water system also provides fire protection, supports the continued growth essential to the economic health of the region, and enhances the quality of life for all citizens of the County; and

WHEREAS, the County has taken extraordinary steps to provide sufficient water quantity and to safeguard the health and economic future of its residents and customers by undertaking construction of an expansion of the Northwest Water Treatment Plant and the addition Low Pressure Reverse Osmosis to remove emerging contaminants in its source water; and

WHEREAS, the County calls upon the residents and businesses of our County, the regulatory agencies tasked with source water protection, and all residents and visitors within the state that impact the upstream river system, to protect our source waters from pollution, to practice water conservation, and to support efforts to provide high quality drinking water for the residents and visitors of Brunswick County.

**NOW, THEREFORE BE IT RESOLVED**, by the Chairman and the Board of Commissioners of Brunswick County that the first full week of May is proclaimed as Drinking Water Week.

**THEREFORE, BE IT FURTHER RESOLVED**, that a copy of this resolution be recorded in the permanent minutes of this Board.

Adopted this 18th day of April 2022.

Randy Thompson, Chairman Brunswick County Board of Commissioners

ATTEST:

Daralyn Spivey, NCCC Clerk to the Board

## VIII. OTHER BUSINESS/INFORMAL DISCUSSION

Vice-Chairman Forte brought forward his desire to look at the possibility of outfitting four (4) schools in the County with sensory room to serve those children with autism.

Commissioner Sykes would like an update on the FY16 Enterprise Fund Neighborhood Water Main Project.

## IX. <u>ADJOURNMENT</u>

Vice-Chairman Forte moved to adjourn the meeting at 7:31 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

Randy Thompson, Chairman Brunswick County Board of Commissioners

Attest:

Daralyn Spivey, NCCCC Clerk to the Board



## Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

Clerk to the Board - Proclamation - Municipal Clerks Week

**From:** Daralyn Spivey

## **Issue/Action Requested:**

Request the Board of Commissioners consider honoring the Municipal Clerks of Brunswick County with the attached Proclamation.

Action Item # V. - 5.

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

Clerks play a vital role in local government and are often referred to as the "hub of the wheel" of local government. The Clerks within Brunswick County partner, collaborate, educate and support one another like no other profession. Clerk Week is declared as the week of May 1-7, 2022.

## **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:** Yes

## **County Manager's Recommendation:**

Recommend that the Board of Commissioners consider honoring the Municipal Clerks of Brunswick County with the attached Proclamation.

## ATTACHMENTS:

Description

D Proclamation Municipal Clerks Week 2022





## PROCLAMATION RECOGNIZING MAY 1-7, 2022 AS MUNICIPAL CLERKS WEEK IN BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, the office if Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing body, and the agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of Municipal Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Brunswick County Board of Commissioners recognize May 1-7, 2022 as Municipal Clerks Week and commend \_\_\_\_\_\_, \_\_\_\_ Clerk for the vital service she provides and exemplary dedication to the \_\_\_\_\_\_ and in turn, to Brunswick County.

This the 2<sup>nd</sup> day of May, 2022.

Randy Thompson, Chairman Brunswick County Commissioners

ATTEST:

Daralyn Spivey, NCCCC Clerk to the Board



## **Brunswick County Board of Commissioners ACTION AGENDA ITEM** May 2, 2022

## From:

## Action Item # V. - 6. County Attorney - Refund Request for Excise Tax

Asst. County Attorney-- Bryan Batton

## **Issue/Action Requested:**

Request that the Board of Commissioners authorize a refund requested for excise taxes paid in error in the amount of \$1037.00.

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

Per North Carolina general statutes, an excise tax is paid to the Register of Deeds on the transfer of property in the amount of \$1 for every \$500 of value. Pursuant to NCGS 105-228.37, Mann, McGibney & Jordan, PLLC has requested a refund in the amount of \$1037. The original deed was recorded with an excise tax in the amount of \$1,766.00 when the amount should have been \$729.00. A notice of correction has been filed with the Register of Deeds.

## **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

## **Approved By County Attorney:**

Yes

## **County Attorney's Recommendation:**

Recommend the Board of Commissioners authorize the requested refund.

## **Advisory Board Recommendation:**

The Register of Deeds recommends approval of the requested refund.

## **County Manager's Recommendation:**

Recommend that the Board of Commissioner approve the selection of Travis Greer as the Local Health Director Designee, Jennifer McCrea for the Juvenile Defense Attorney Designee and Shirley Smircic as the DA Officer Designee on the Juvenile Crime Prevention Council

## **ATTACHMENTS:**

Description

- Request of Excise Tax Refund D
- Corrected Instrument D



## MANN, MCGIBNEY, & JORDAN

TO: Brunswick County Commissioners

Date:

March 30, 2022

RE: Lot 113 Phase 2B Section 3 Grayson Park

Property Address:

2838 Longleaf Pine Circle Leland, NC 28451

## VIA ELECTRONIC MAIL ONLY

To Whom It May Concern:

The above referenced property was transferred by General Warranty Deed in Book 4821, Page 562 of the Brunswick County, North Carolina Register of Deeds. The Grantor was Cates Building, Inc., a North Carolina Corporation and the Grantees were Joseph R. Graves and wife Keri Ann Anastasi. This General Warranty Deed was correctly recorded on March 28,2022, but **the amount indicated as excise tax on the recording website was incorrect**. Excise Tax in the amount of \$1,766.00 was incorrectly remitted to the Brunswick County Register of Deeds. As indicated on the recorded deed, only \$729.00 should have been remitted to the Brunswick County Register of Deeds.

Please **refund to Mann, McGibney & Jordan, PLLC the overpaid amount of \$1,037.00**. Payment can be mailed to the Wilmington office address at Mann, McGibney & Jordan, PLLC, 110 Dungannon Blvd, Suite 160, Wilmington, NC 28403. This "Correcting Instrument for Incorrectly Recorded Documents" has been recorded in Brunswick County Register of Deeds, Book 4829 Page 740 dated April 7, 2022. Should you require any additional information, please contact our office at (910) 696-6266.

Sincerely,

Sarah Reamer Attorney

Raleigh :621 West Jones Street, Raleigh, NC 27603Durham :16 Consultant Place, Suite 101, Durham, NC 27707Cary :401 High House Road, Suite 140, Cary, NC 27513Brier Creek :7751 Brier Creek Parkway, Suite 103, Raleigh, NC 27617OBX :5595 North Croatan Highway, Kitty Hawk, NC 27949Wilmington :110 Dungannon Boulevard, Suite 160, Wilmington, NC 28403

Phone: (910) 696-6266 Fax: (919) 651-1415

Email: closings@mmandjlaw.com Web: www.mmandjlaw.com

BOOK:4829 PAGE:740 Brenda M. Clemmons . Brunswick County. NC Register of Deeds



Prepared By & Return To: Mann, McGibney & Jordan, PLLC 110 Dungannon Blvd, Suite 160, Wilmington, NC 28403

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK CORRECTING INSTRUMENT FOR INCORRECTLY RECORDED DOCUMENT

Lot 113 in Phase 2B, Section 3 of Grayson Park, Tax Parcel# 057AD056 was transferred by Warranty Deed in Book 4821, Page 563 of the Brunswick County, North Carolina Register of Deeds. This General Warranty Deed was incorrectly recorded. The Grantor was Cates Building, Inc., a North Carolina Corporation and the Grantees were Joseph R. Graves and wife Keri Ann Anastasi. This deed was recorded on March 28, 2022 and Excise Tax in the amount of \$1,766.00 was remitted to the Brunswick County Register of deeds. This calculation was incorrect and only \$729.00 should have been remitted to the Brunswick County Register of Deeds.

(SEAL)

Sarah Reamer, Attorney Mann, McGibney & Jordan, PLLC

STATE OF NC **COUNTY OF NEW HANOVER** 

Pendur \_\_County, certify that Sarah I, MALLING KELlhe undersigned, a Notary Public for Reamer personally appeared before me this day and acknowledged the due execution of the foregoing Witness my hand and official seal, this <u></u>day of document. , 2022.

**Notary Public** 





## Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

**From:** Edward Conrow Action Item # V. - 7. Emergency Services - North Carolina Emergency Management Capacity Building Competitive Grant

## **Issue/Action Requested:**

Request the Board of Commissioners approve the application for the North Carolina Emergency Management Capacity Building Competitive Grant program for \$107,250.00.

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

North Carolina Department of Public Safety, Division of Emergency Management announced the availability of FY 2022 State Appropriated Capacity Building Competitive Grant (CBCG) funds identified under Senate Bill 105, Section 19E.5.(a).

Emergency Services has identified the need to support an alternative Emergency Operations Center located at 40 Neighbor Drive, Shallotte as part of our COOP and resiliency. Grant funding in the amount of \$107,250.00 is being requested to support procurement of equipment to support an alternative EOC. The original grant evaluation was approved with the intent to include a rewrite of the County EOP and EOC upgrades. The grant was modified due to board action directing staff to initiate the EOP rewrite process which would preclude grant funds from being used.

## **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 application for the North Carolina Emergency Management Capacity Building Competitive Grant program for \$107,250.00.

## ATTACHMENTS:

## Description

- CBCG Application
- □ CBCG Notice of Funding
- **D** Grant Evaluation

# North Carolina Emergency Management

Capacity Building Competitive Grant Program Application

Fiscal Year 2022

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

## Applicant

<b>Applicant</b> This is the agency applying for	this grant		
Applying agency	Brunswick County Emergency Services		
Street address	3325 Old Ocean Highway Building C		
City	Bolivia	ZIP + 4	28422
EIN/Tax ID number	56-60000278		
DUNS number/Unique ID	091571349		
SAM registered	Yes	Expiration date	Click or tap to enter a date.
Your name	David McIntire – Deputy Director EM		
Your email address	David.mcintire@brunswickcountync.gov		

## Project #1

Project information	
Title	Back up EOC Plan for COOP purposes
<ul> <li>Abstract (Include:</li> <li>Project description</li> <li>Project need</li> <li>How project ensures local EM offices are adequately equipped, trained, and prepared for all hazards and emergencies)</li> </ul>	Brunswick County does not have the resources currently to commit to building a new facility to establish a secondary EOC for COOP purposes. Emergency Management officials along with County Leadership have determine that using the Shallotte EMS Training Facility located at Neighbor Drive, Shallotte would be best suited for our secondary EOC COOP to operate out of. By incorporating a few modifications and using the grant funding to incorporate the changes noted below will allow this site to become operational within a year of notice of funding this project. In addition, the space can serve a training space for EM to host drills/exercises to prepare for events/incidents to test the sites' ability prior to having to stand it up for future events/incidents. The ability to test our ability to hand off operations to the secondary site would be beneficially to all parties to ensure we know where are needs and weaknesses are prior to any major event/incident. While it is impossible to plan for all scenarios, it will allow for planning and practice; especially related to a system failure at the primary EOC

General information (50 pts)

What is/are the gap(s) and/or priorities being addressed by this project (10 pts)	Currently Brunswick County does not have a secondary EOC to default to in the event one is needed for COOP purposes. In addition, in the event of another COVID outbreak where social distancing is needed this location would allow Brunswick County to use both locations in the event of a major incident like a hurricane. Allowing for all essential parties to report to an EOC to carry out their role. Ensuring that those working such an incident could still maintain their role and follow the distancing guidelines should they exist. The secondary location would aid in improving Brunswick County's emergency response abilities to have confidence we have the ability to hand off operations to another secure location when and if needed so emergency officials can continue to focus on the event/incident as hand. We currently do not have a good solution on one that has us using a mobile command unit that does not present a long-term sustainable solution during a major event/incident.
How will this project address the gap(s) and/or priorities identified above? (30 pts)	Upfitting a secondary EOC for COOP purposes would allow Brunswick County to operate two locations should there ever be a need to. This allow the County to be ready with a secondary site when and if needed to continue the daily operations on any given day but especially during a major incident/event. As noted, establishing the secondary EOC location allows for operations to be divided among two centers in the event COVID or another type of pandemic become active. Two centers would allow for appropriate social distancing (the best you can do in an emergency activation). Allowing for personnel and key stakeholders to stay as safe as possible with limited exposure as possible. In addition, the secondary location could provide coverage for an EOC for events/incidents that occur in the more southern portions of the County.
How will this investment be sustained after the grant period? (10 pts)	Upon completion of the secondary EOC either prior to or by the end of th funding cycle; it can used as needed or for smaller drills and exercises to test and train where we may need to improve upon operations. By incorporating a few modifications and using the funding noted to purchase the items needed Brunswick County can upfit the secondary EO location as well as be able to maintain/sustain the investment into the EOC for years to come. The funding would allow us to dedicate dollars we would need to allocate to such a project to other areas of operations while allowing us to complete this project within a short time frame; ensuring it is operational as soon as all items can be secured and installed/upfitted to the location.

FY2022 Target Priorities (10 points)	
Primary priority	Preparedness initiatives
How does the project support this priority?	A secondary EOC would allow Brunswick County Emergency Management to improve our capabilities for response as well as recovery from all hazards. Allowing first responders to improve upon our local planning and preparedness for future events/incidents. Assist in reducing the risk at the local level through an additional layer of prevention and mitigation as we have the opportunity to ensure the continuation of operations for all hazards. Brunswick County has and continues to experience a tremendous amount of growth not only in population but infrastructure as well. Up fitting a secondary EOC is critical to Brunswick County as we continue to address our planned response to all hazards within the county.
Secondary priority	Incident management and coordination
How does the project support this priority?	This additional site will allow for COOP planning opportunities as well the ability to test the hand off of one site to another as part of a drill/exercise. Should there be another outbreak of the COVID virus the ability to have a secondary site also allows for the ability to spread staff out and still operate in as safe of manner as possible while allowing for better social distancing as possible between the two centers by having the ability to operate from both locations as appropriate.

How will you complete your project within the period of performance?		When notified funding has been awarded to Brunswick County; Emergency Management will begin the process of updating and outfitting the current location in Shallotte to ensure that all deadlines and key dates are achieved within the time frame noted in the announcement. With materials and items taking longer in some cases to secure we will begin this process within days of the funding being awarded to ensure no deadlines for the performance period are missed.			
Quarter		Milestone			
1st (7/1 – 9/30)		ete the design and work with County maintenance to begin to implement changes to Illotte Site upon funding notification.			
	Beginni	Beginning purchasing items noted for the Secondary EOC location upfit.			
2nd (10/1 – 12/31)	By 10/1	By 10/1/2022 begin the upfitting and redesign of the Shallotte Site as the Secondary EOC			
2110 (10/1 - 12/51)	Continu	Continue to work towards securing items.			
3rd (1/1 – 3/31)	Install e	Install equipment as appropriate and test for operability.			
510 (1/1 - 5/51)	By 3/31	By 3/31/23 complete the upfit work at the site and conduct final walk through.			
4th (4/1 – 6/30)	Finalize	Finalize the purchases and ensure installations are complete at the Shallotte site.			
	Finalize	billing to NC EM and have site operational by 6/31/2023.			

#### Budget (20 points)

For each Planning/Organization/Training/Exercise cost item select an activity area and then type a description and the amount.

Activity area	Des	scription		Cost
Planning	Upfit of a secondary EOC for COOP planning		\$107,250.00	
Training				
Exercise				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				
Enter equipment items a	nd their costs into the table and then e	enter the total of the costs ir	the field belo	ow.
Description		Unit Cost	Quantity	Total cost
Furniture (table, chairs, b	bookshelves, filing cabinets etc)	See notes in project info below	Noted below	\$15,000
IT equipment (phones, computers, IT systems -projection, GIS mapping software,		See notes in project Information box below	Noted below	\$86,250.00
White boards		\$250.	4	\$1,000.00
Smart TVs		\$1,250	4	\$5,000.00
TOTAL				\$107,250.00
For each activity area in t	this funding summary enter the amour	nt funded.		
Activity area	Grant Funding amount (not to exceed \$400k)	Match Total		Project Amount
Planning				
Organization				
Equipment	\$107,250	\$1	07,250	
Training				
Exercise				
Total funding				

#### **Project information**

Enter additional project information in the space below.

Furniture is to include 15 chairs, 4 filing cabinets and 5 tables (these numbers may adjust if pricing goes up based on information provided by vendor, vendor also noted if there is a closeout on any items there could be a drop in some prices given). Tables \$1600 x 5 = \$8,000/Chairs \$380. X 15 = \$5,700/Filing Cabinets \$250 x 4 =\$1,000/Bookcases \$400X3 = \$1,200 = \$15,000.00

IT Equipment: phones, computers, IT systems, projection systems, GIS mapping software (same set up as the primary EOC in Bolivia bout on a smaller scale per vendor at current pricing rate today: \$86,250.00 (it is important to note if there is a price increase, we will work with NC EM to determine how to adjust items noted to meet the budget proposed in this request).

Project #2 Project #3

## Certification Brunswick County Documents for review

Certification	
Review each certi	fication item and check where appropriate.
I certify that:	This application includes complete and accurate information.
	Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted.
	Any person who knowingly makes a false claim or statement in connection with this application may
New York Court of	be subject to civil or criminal penalties under <u>18 U.S.C. section 287, 18 U.S.C. section 1001, 31 U.S.C.</u>
	section 3725 and M.C.G.S Sections 1-005 through 018 (North Carolina Paise Claims Act).
ormal there is	
21.12.12.02.0	
	section 3729 and N.C.G.S sections 1-605 through 618 (North Carolina False Claims Act).



North Carolina Emergency Management FY 2022 Emergency Management Capacity Building Competitive Grant

Notice of Funding Opportunity (NOFO)

Application Period (Round 1) Application Deadline Grant Project Period of Performance

**Grant Award** 

## Funded through:

North Carolina Appropriations Senate Bill 105, Section 19E.5.(a) February 16, 2022 – April 15, 2022 April 15, 2022 by 5:00 PM July 1, 2022 - June 30, 2023

June 1, 2022

**State Administrative Agency:** 

North Carolina Department of Public Safety Division of Emergency Management 1636 Gold Star Drive, Raleigh, NC 27607

www.ncdps.gov/ncem

## **Eligibility:**

Eligibility is limited to County Emergency Management agencies established in accordance with G.S. 166A-19.15 located in counties with a population of 210,000 or fewer, based upon the 2019 Certified County Population Estimates from the State Demographer in the Office of State Budget and Management.

## NCEM Capacity Building Competitive Grants Notice of Funding Opportunity

## **1. AVAILABILITY OF FUNDS ANNOUNCEMENT**

North Carolina Department of Public Safety, Division of Emergency Management is pleased to announce the availability of FY 2022 State Appropriated Capacity Building Competitive Grant (CBCG) funds.

Applicants are encouraged to read this entire Notice of Funding Opportunity document thoroughly before applying. The NOFO is open to all applicants meeting eligibility requirements.

## A. Availability of Funds

All awards are contingent upon the N.C. Department of Public Safety, Division of Emergency Management receiving the specified grant funds from North Carolina at the expected level and are subject to any modifications or additional requirements that may be imposed. There is no guarantee that funds will be available in the future.

## **B.** NCEM Competitive Grants Application Limitations and Funding Caps

**Application Submission Limits:** Agencies may only submit <u>one</u> application per Fiscal year. Applications may consist of multiple projects.

**Funding Caps:** A single award cap of \$400,000 will be in place. There will not be a blanket award given to the 90 eligible county emergency management agencies, this is a competitive application.

## C. NCEM COMPETITIVE GRANTS Funding Allocations and Projected Funding Availability

The grant will operate with two separate rounds of funding as identified in <u>Senate Bill 105</u>, Section 19E.5.(a). The first opportunity consists of \$3M in funding, to be awarded in July 2022 and with a period of performance through the end of June 2023. The second round of funding will be announced in early 2023, with awards before June 2023 and a period of performance through June 2024.

## D. NCEM COMPETITIVE GRANTS Award Period

Awards will be made for up to a twelve (12) month period of performance, from July 1, 2022 through June 30, 2023. The project start and end dates on your application must align with the period of performance.

## E. NCEM COMPETITIVE GRANTS Application Deadline

Applications must be received via email to <u>NCEMGrants1@NCDPS.Gov</u> by 5:00 PM on Friday, April 15, 2022.

## **2.** ELIGIBILITY INFORMATION

## A. Eligible Entities

County emergency management agencies established in accordance with G.S. 166A-19.15 located in counties with a population of 210,000 or fewer, based upon the 2019 Certified County Population Estimates from the State Demographer in the Office of State Budget and Management.

Ineligible county emergency management agencies established in accordance with G.S. 166A-19.15 are:

• Buncombe

- Cabarrus
- Cumberland
- Durham
- Forsyth
- Gaston
- Guilford
- Mecklenburg
- New Hanover
- Union
- Wake

## B. Compliance with State Criteria

All grant recipients, regardless of administering agency, are required to submit/complete the following five documents:

- W-9 (09 NCAC 03M .0202)
- <u>Electronic Payment / Vendor Verification Form</u> (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- <u>Sworn (Notarized) No Overdue Tax Debt Certification</u> (G.S. 143C-6-23.(c))
- Grant Agreement / Contract (09 NCAC 03M .0703)

In addition to these forms, once grant funds have been disbursed, each recipient should be prepared to submit reporting documentation (09 NCAC 03M .0401) pursuant to the grant agreement/MOA, in addition to required audits for all grants greater than \$500,000.

Agencies must abide by any additional eligibility or service criteria established by the North Carolina Department of Public Safety, as well as any/all specific requirements provided in the grant agreement/MOA.

## C. Cost Sharing or Match Requirement

There is a no match requirement imposed on grant funds provided under this program.

## **3.** PROGRAM DESCRIPTION

The North Carolina Emergency Management Capacity Building Competitive Grant (CBCG) was passed by North Carolina State Legislature in Fiscal Year 2022. Grants shall be used to ensure local emergency management offices are adequately equipped, trained, and prepared for all hazards and emergencies.

CBCG grants help provide Emergency Management Offices throughout the State with funding to assist in the development of additional local emergency management capacity.

## A. Funding Priorities

The North Carolina Division of Emergency Management (NCEM) is interested in supporting the target priority areas identified below. NCEM encourages programs that build on capabilities, close gaps and include best practices to meet the needs of emergency management offices across the state.

FY2022 Target Priorities:

- Preparedness initiatives
- Increasing local mass care and human services capacity
- Improving incident management/coordination capacity
- Improving EOC capabilities, to include technology initiatives for continuity of operations purposes

- Resiliency initiatives
- Other items supported by a documented local or regional risk assessment/THIRA

Note: Applicants are <u>not</u> limited solely to projects that address the FY2022 Target Priorities. Applications addressing other locally identified priorities may be awarded, based on scoring and funds availability.

## B. NCEM COMPETITIVE GRANTS Unallowable Activities

The activities listed below are unallowable, and costs for them will not be supported with grant funds. NOTE: This is not an exhaustive list.

- 1) Lobbying, except with explicit statutory authorization
- 2) Fundraising
- 3) Management & Administration
- 4) Communications equipment shall be preapproved by the NCEM Communications Branch Manager prior to purchase to ensure interoperability standards are met.

## C. Pre-Agreement Costs

NCEM does not allow pre-award costs. Costs incurred prior to the start date of the award may not be charged to the project unless the recipient receives prior approval from NCEM.

## 4. NCEM COMPETITIVE GRANTS APPLICATION SUBMISSION INFORMATION

## A. Grants Must be submitted electronically to <u>NCEMGrants1@NCDPS.Gov</u>

## **B.** NCEM Grants Policy on Late Submissions

To ensure timely award processing, applicants must submit the application by April 15, 2022, at 5:00 pm E.S.T. Late submissions will not be accepted.

## **5. GRANTS APPLICATION CONTENT**

## A. Project Information

**Project Abstract:** Briefly describe the project's purpose, identify target population, and discuss program components which address the identified problem.

Project Narrative: Provide additional information about your project application.

Project Timeline of Activities: Provide a timeline for the implementation of the project.

**Project Sustainability Plan:** Describe your formal, working sustainability plan for the project and how it will result in permanent operational funding (not NCEM funding) once this grant ends.

## **B.** Project Budget

NOTE: NCEM reserves the right to reduce budgets and request budget adjustments at its discretion.

Your budget should justify all expenses and be consistent with the program narrative. Budgets must be clear and specific. Budgets are required to reflect up to 12 months of spending.

**Equipment Budget**: Provide an explanation about how items listed in the equipment category in the budget contribute to the success of the project. Please note that equipment is tangible personal

property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

## C. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures as requested.

## **D.** Budget Line Items

Clearly outline the amount of funding requested for each type of funding sought (e.g., amount for salaries, consultants, supplies, travel, and/or equipment). Each individual cost requested is required to have its own line item. Each staff member, consultant and/or volunteer position requires separate budget lines.

## E. Indirect Cost Rates

Indirect Cost rates are not allowed.

## F. Required Supporting Documents

Agencies are expected to upload the required documents when submitting their applications to <u>NCEMGrants1@NCDPS.Gov</u>.

The documents listed below are REQUIRED at the time of submission. Failure to comply (i.e., failure to include required attachments and budget information) could impact your application's ability to continue through the review process.

Application

- Application
- <u>W-9</u> (09 NCAC 03M .0202)
- <u>Electronic Payment / Vendor Verification Form</u> (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- <u>Sworn (Notarized) No Overdue Tax Debt Certification</u> (G.S. 143C-6-23.(c))

## 6. NCEM COMPETITIVE GRANTS APPLICATION REVIEW

NCEM COMPETITIVE GRANT is a competitive application process

Members of the Review Committee of NCEM will assess each application based on the following criteria: including the Logic/Clarity of Proposal

Identifies Gap or Priority to be addressed	(10 Points)
Methodology to address Gap or Priority	(30 Points)
Project Sustainability	(10 Points)
FY2022 Target Priorities addressed	(10 Points)
Timeline of Activities/ Milestones	(20 Points)
Budget	(20 Points)
	Methodology to address Gap or Priority Project Sustainability FY2022 Target Priorities addressed Timeline of Activities/ Milestones

No application or proposal is guaranteed award at any time during the time of grant review or the recommendation process. Funding is subject to the availability of funds and the project's adherence

to funding guidelines.

Funding decisions are made by the members of the CBCG committee appointed by the NCEM Director to review and score applications and to provide recommendation on suggested approvals and award amounts. That committee will include representation from designated stakeholders, to include:

- a. (1) Chairperson to be designated by the Director of Emergency Management
- b. (1) NCEM Operations Section
- c. (1) NCORR/Long-Term Recovery
- d. (1) NCEM Homeland Security Section
- e. (1) NCEMA Designee
- f. (2) Local Emergency Management Representatives of ineligible (+210,000) or non-participating jurisdictions

## 7. POST AWARD REQUIREMENTS

## A. Project Reimbursement

NCEM will distribute awarded funds to sub-recipients by a reimbursement of expenditures in conjunction with the timely submission of corresponding Fiscal and Programmatic Reports. The NCEM Multi-Hazard Field Planners will serve a programmatic lead for this grant program. The NCEM Multi-Hazard Field Planner will collate and submit on behalf of the subrecipient the final reimbursement request for each county to include a cost report, proof of payment, and back up documentation to NCEM Grants Management for processing. Reimbursement requests will not be processed for any awards with delinquent programmatic reports.

Fiscal Reports will consist of:

- a. Cost Report
- b. Invoices. Ensure that only charges that apply to the cost report are highlighted. Dated within period of performance.
- c. Proofs of payment. Acceptable proofs are:
  - Cancelled checks
  - Agency financial ledger
  - Bank statements
  - Credit card statements
  - Travel/employee reimbursement forms
- d. Summary of expenditures. On a single document for each invoice show:
  - Name of the company
  - Invoice number or other identifying number
  - Invoice date
  - The approved reimbursable amount of the invoice

## **B.** Programmatic Reports

Programmatic reports are required to be submitted quarterly to the county's assigned NCEM Multi-Hazard Field Planner. Programmatic reports must be submitted within 30 days of the end of each quarter. Each Regional Office will submit one quarterly reporting batch to NCEM Grants Management on a schedule to be determined by the NCEM Grants Branch Manager. Submission of programmatic reports is a condition for receiving funds from this award.

Due dates for programmatic report submission:

- Q1: October 30, 2022
- Q2: January 30, 2023
- Q3: April 30, 2023

- Q4: August 30, 2023


# **BRUNSWICK COUNTY** Grant Application Evaluation Form

Lead Department:		Date:				
EmergencyServices		March 9, 2022				
Department Head: Edward Conrow			Department Contact for Grant:			
	noting Danaturation / A	EdwardConrow				
Co-Applicants / Other Particip	bating Departments/Agen	cies/Community Organ	lizations:			
Health and Human Services						
Grant Title: FY22 EmergencyManagement	Capacity Building Comp	petivitve Grant				
Funding Organization: North Carolina Appropriations	/NorthCarolinaDepartm	ent ofPublic Safety				
Grant Period/Term:	Grant Amount:	New Gran	t Recurring Grant			
7/1/22 - 6/30/23	\$ 140,000 .00	Multi-Year Gra				
Matching Funds?  Yes	If Yes, Amount:	In Kind				
V No	\$	Cash				
Describe how match will be m		Other				
Are matching funds in the curr Available Additional N Briefly describe the purpose of Funding will be used to support a rew community growth and pandemic con be used to support improvements to th	feeded M/A- No mate f the grant. rite of the County Emergency acerns. Contracted services wo	ching funds required/red Operations Plan EOP to inc ould be solicited for the EOP ter.	quested			
Will this project in any way du						
program provided by Brunswic organization?			Yes 🖌 No Possibly			
Will this grant provide support			Yes No			
Can we capitalize on this fundi facility needs?	Yes V No					
Will this grant result in supplar Supplanting occurs when a star local, or tribal funds for an act available (or expected to be av	Yes V No					

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	Yes No Possibly
Can the requirements of this grant be met with current staffing levels?	Ves No Possibly
Will new positions be requested (or expiring grant funded positions extended)?	Yes 🖌 No
If Yes, how many new positions will be funded by the grant?	new positions
How many existing positions will be funded by the grant?	existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	Yes 🗸 No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain: Contracted services to support EOP rewrite.	Yes No
Description of items or services to be purchased with funds: Consulting Services, Equipment for the EOC	
Will any items purchased with grant funds revert back to the granting agency?	Yes 🖌 No If yes, explain
Is funding received in advance or on a reimbursement basis?	✓ In Advance Reimbursement

I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

10 Department Head Signature

Director of Fiscal Operations

Digitally signed by Steven Stone DN: cn=Steven Stone, o=County of Brunswick, `ou=Administration, "email=steve:Stone@brunswick.countync.gov, c=US Date: 2022.03.09 10:03:42 -05'00' Steven Stone

3/9/2022 Date 3.9-22

Date

Date

Approved by County Manager Requires BOCC (Agenda Item Needed)



# Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

Action Item # V. - 8. Finance - Fiscal Items

**From:** Aaron Smith

#### **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 Insurance Proceeds Budget Amendment

Appropriate \$90,000 of insurance proceeds funding for the replacement of two total loss vehicles (SD467, SD590).

#### -Child Health Miscellaneous Revenues Budget Amendment

Appropriate \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford one. The Health Services car seat coordinator plans to purchase as many car seats and related supplies before the end of FY21-22 and distribute on a first come, first serve basis once client needs have been verified.

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

**Fiscal Impact:** Budget Amendment Required, Reviewed By Director of Fiscal Operations

#### **Approved By County Attorney:**

Yes

#### **County Manager's Recommendation:**

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

### **ATTACHMENTS:**

#### Description

- D 20220502 Budget Amendment Sheriff's Insurance Proceeds.pdf
- 20220502 Budget Amendment Child Health Gifts and Memorials.pdf

	Request Info
Туре	Budget Amendment
Description	Sheriff's Insurance Proceeds
	Board Meeting 05/02/2022-Appropriate \$90,000 of insurance proceeds funding for the replacement of two total loss vehicles (SD467, SD590).
Originator	Tiffany Rogers

			Items			
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	90000	Increase	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	90000	Increase	Debit

Total	
Grand Total:	180000

	Request Info					
Туре	Budget Amendment					
Description	Child Health Gifts Memorials					
Justification	Board Meeting 05/02/2022-Appropriate \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford one. The Health Services car seat coordinator plans to purchase as many car seats and related supplies before the end of FY21-22 and distribute on a first come, first serve basis once client needs have been verified.					
Originator	Tiffany Rogers					

			Items			
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135162	383303	Child Health	Gifts and Memorials	1000	Increase	Credit
135162	423104	Child Health	Special Projects	1000	Increase	Debit

Total	
Grand Total:	2000



# Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

**From:** Cris Harrelson, Health Director Action Item # V. - 9. Health and Human Services - Health Services - AA 546 -Communicable Disease Pandemic Recovery

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

Request that the Board of Commissioners approve the Agreement Addendum for Activity 546 -Communicable Disease Pandemic Recovery and authorize the Health Director's executing signature.

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

Since the beginning of the Coronavirus disease (COVID-19) pandemic, local health departments have served as a primary response agency for the communities within their jurisdiction. The scope and magnitude of the COVID-19 response required an "all hands-on deck" approach that redirected staff from much of their normal day-to-day responsibilities. This created a disproportionate focus on COVID-19 cases at the expense of other communicable diseases. As a result, the ability to perform routine activities (e.g., case investigation/management, patient education, etc.) for these other diseases has been suboptimal compared to pre-pandemic efforts. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

In accordance with the memorandum of understanding between the North Carolina Pandemic Recovery Office (NCPRO) and the Department of Health and Human Services, the SLFRF federal award to North Carolina provides financial assistance for the state to do the following:

Provide government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

Provide funds for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges impacted by the COVID-19 pandemic.

Note: All funds will be made available through AA 546 Communicable Disease Pandemic Recovery to support obligations and expenditures through December 31, 2024. Unspent funds will carry forward until the federal grant period end date.

Staff recommend approval of this Addendum.

#### **Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations Budget amendment appropriates \$217,408 of federal revenues restricted for Addendum Agreement 546 Communicable Disease Pandemic Recovery.

#### Approved By County Attorney:

Yes

#### **County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the Agreement Addendum for Activity 546 - Communicable Disease Pandemic Recovery and authorize the Health Director's executing signature.

#### **ATTACHMENTS:**

Description

- AA 546 Communicable Disease Pandemic Recovery FY22
- Budget Amendment

# Division of Public Health Agreement Addendum FY 21-22

Page 1 of 7

Brunswick County Health and Human Services Local Health Department Legal Name

546 Communicable Disease Pandemic Recovery Activity Number and Description

07/01/2021 - 05/31/2022

**Service Period** 

08/01/2021 - 06/30/2022

#### **Payment Period**

☑ Original Agreement Addendum
 ☑ Agreement Addendum Revision #

#### I. <u>Background</u>:

The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. A component of ARPA is the State and Local Fiscal Recovery Funds which provides state, local, and Tribal government with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. With this, the COVID-19 pandemic has highlighted the need for additional funding of communicable disease programs at the local level to ensure that all communicable disease activities are able to be completed.

Funding provided in the American Rescue Plan Act of 2021 is delineated in Senate Bill 105 for 2021-2023, as outlined below:

Of the funds appropriated in this act from the State Fiscal Recovery Fund to the Department of Health and Human Services, Division of Public Health, the sum of thirty-six million dollars (\$36,000,000) in nonrecurring funds for the 2021-2022 fiscal year shall be allocated to local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 public health emergency. The Division of Public Health shall expend up to eighteen million dollars (\$18,000,000) of these allocated funds during the 2021-2022 fiscal year and any remaining funds during the 2022-2023 fiscal year. In the distribution of these funds to local health departments under this section, for each year of the 2021-2023 fiscal biennium, the Division of Public Health shall divide nine million dollars

 

 Health Director Signature (use blue ink or verifiable digital signature)
 Date

 LHD to complete:
 LHD program contact name:

 [For DPH to contact in case follow-up information is needed.]
 Phone and email address:

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

vanessa.gailor@dhhs.nc.gov DPH Program Contact

Epidemiology / Communicable Disease Branch

(Name, phone number, and email)

**DPH Section / Branch Name** 

Vanessa Gailor 919-546-1658

**DPH Program Signature**I(Only required for a negotiable Agreement Addendum)

Date

(\$9,000,000) equally among the local health departments based on the number of counties served by each local health department. The Division of Public Health shall distribute the remaining nine million dollars (\$9,000,000) to local health departments based upon the percentage of the State population served by each of the local health departments. The Division shall begin distributing the funds allocated under this section no later than 60 days after this act becomes law. In utilizing these funds, local health departments shall comply with applicable federal rules and guidance governing the State Fiscal Recovery Fund (SFRF).

#### II. <u>Purpose</u>:

The primary mission of the North Carolina Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public, through detection, tracking, investigation, control, education, and care activities to improve the health of people in North Carolina. Under the overarching goal of providing the best level of care possible to North Carolinians, the Communicable Disease Branch works with Local Health Departments to control the spread of communicable diseases in the community, detect cases of communicable disease and monitor for the occurrence of new cases.

Since the beginning of the Coronavirus disease (COVID-19) pandemic, local health departments have served as a primary response agency for the communities within their jurisdiction. The scope and magnitude of the COVID-19 response required an "all hands-on deck" approach that redirected staff from much of their normal day-to-day responsibilities. This created a disproportionate focus on COVID-19 cases at the expense of other communicable diseases. As a result, the ability to perform routine activities (e.g., case investigation/management, patient education, etc.) for these other diseases has been suboptimal compared to pre-pandemic efforts. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

In accordance with the memorandum of understanding between the North Carolina Pandemic Recovery Office (NCPRO) and the Department of Health and Human Services, the SLFRF federal award to North Carolina provides financial assistance for the state to do the following:

• To provide government services to the extent of the reduction in revenue due to the COVID– 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

Within the applicable category described above, the 2021 Appropriations Act allocated funds to administer the following project with a total appropriation of \$36,000,000.00:

Provides funds for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges impacted by the COVID-19 pandemic.

*Note:* All funds will be made available through AA 546 Communicable Disease Pandemic Recovery to support obligations and expenditures through December 31, 2024. Unspent funds will carry forward until the federal grant period end date.

### III. <u>Scope of Work and Deliverables</u>:

To ensure the community's health and to achieve equitable health outcomes, the Local Health Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 pandemic.

To ensure the effective delivery of these services, recommended LHD activities include:

- 1. Enhancing workforce capacity by hiring temporary staff with knowledge in communicable disease, public health, public health nursing, or other applicable fields in order increase the number of full-time equivalent employees.
  - a. The LHD will maintain a minimum of two public health nurses with communicable disease program responsibilities who have completed the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course or successfully completed the challenge exam and received an orientation to communicable disease investigation and reporting by a Regional Communicable Disease Nurse Consultant.
- 2. Providing staff training opportunities including, but not limited to, training staff on applicable systems and databases (NC EDSS, NC COVID) to improve LHD capacities to effectively conduct surveillance, investigation, detection, control, and prevention of communicable diseases.
  - a. Within one year of employment, every public health nurse with responsibility for communicable disease surveillance and investigation will complete the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course offered by the Technical Assistance and Training Program (TATP) of the CDB.
  - b. Public health nurses assigned to communicable disease investigation in a primary or backup role will be oriented to the role of Communicable Disease Nurse by a Regional TATP Nurse Consultant utilizing the current Communicable Disease Orientation checklist. LHDs will schedule an orientation with the Regional TATP Nurse Consultant within three months of assignment of a new primary or backup Communicable Disease Nurse.
  - c. Public health nurses assigned to the primary role of communicable disease are encouraged to incorporate additional training relevant to communicable disease into their continuing education plans.
- 3. Advancing data infrastructure by purchasing software and equipment that enhance or expand data management and infrastructure, including systems designed for flexible data collection, reporting, and analysis.
- 4. Supporting community partners by offering appropriate meetings, webinars, and educational opportunities.
- 5. Engaging community partners by referring clients to relevant and applicable resources.
- 6. Engaging community partners by developing and disseminating educational resources.
- 7. Other operational activities in addition to those listed above, including the expenses incurred in conduct or support of those activities.

### IV. <u>Performance Measures / Reporting Requirements</u>:

**1. Performance Measure #1**: The LHD shall complete both monthly financial reporting and quarterly performance reporting, as outlined below, via Smartsheet:

**Financial Requirements**: Monthly financial reporting will be completed via Smartsheet and will detail the progress of this AA's required activities, including project expenditure data, as well as information regarding contracts, grants, and subawards, as appropriate.

Beginning May 22<sup>nd</sup>, 2022, such reports will be due on the 22<sup>nd</sup> of the subsequent month of the reporting month.

**Performance Requirements**: Quarterly performance reporting will be completed via Smartsheet and provide status updates on key performance indicators, outputs, and evidence-based interventions and outcomes. Due to the late execution of this AA, quarterly performance will only be required for the last quarter of the current state fiscal year (April 1<sup>st</sup>-June 30<sup>th</sup>). **This report will be due on the 22<sup>nd</sup> of July**. Moving forward, all performance reporting will be required quarterly.

**Reporting Requirements**: The reporting above shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <a href="https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031">https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031</a>.

- 2. Performance Measure #2: The LHD will run the General Communicable Disease Control and Vaccine-Preventable Disease reports for the designated timeframes below and report to DPH:
  - 1. Pre-pandemic (July 1, 2019 February 29, 2020)
  - 2. During pandemic pre-project (March 1, 2020 March 31, 2022)
  - 3. End of year 1 of the project (April 1, 2022 June 30, 2023)
  - 4. End of year 2 of the project (July 1, 2023 June 30, 2024)
  - 5. Partial of year 3 of the project (July 1, 2024 December 31, 2024)

For each timeframe above, the following measures will be reported:

- i. Mean First Report Interval (in days)
- ii. Mean Completed Report Interval (in days)
- iii. Percentage of reports which meet 30-day first report goal of having a disease investigation documented within 30-days of notification.

The LHD will also refer to the Human Immunodeficiency Virus and Sexually Transmitted Disease reports, found at <u>https://epi.dph.ncdhhs.gov/cd/stds/annualrpts.html</u>, to measure their performance of work within the timeframes listed above.

**Reporting Requirements**: The reporting above shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <a href="https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031">https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031</a>.

**Reporting Requirements**: Document disease investigations in NC EDSS and reassign disease events to the State Disease Registrar within 30 days of notification of a reportable communicable disease or condition. Follow North Carolina Communicable Disease Manual Guidelines for NC EDSS documentation.

**3. Performance Measure #3**: Increasing the visibility of work the LHD within the community through Community Based Organizations (CBOs) and Nongovernmental Organizations (NGOs).

**Reporting Requirements:** Provide examples of education resources, training agendas, fliers, CBO outreach services or resources (if applicable). The reporting shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <a href="https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031">https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031</a>.

4. **Performance Measure #4**: Training new staff with knowledge in communicable disease, public health, and public health nursing.

**Reporting Requirements**: Provide names, email addresses, and telephone numbers of nurses and dates that have completed the NC EDSS and NC COVID training to the Regional TATP Nurse Consultant by December 1, 2022, and upon request.

**Reporting Requirements**: Provide the names of nurses, their dates of hire into the communicable disease position, and dates they have completed the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course or successfully passed the written challenge exam to the Regional TATP Nurse Consultant by December 1, 2022, and upon request.

**Reporting Requirements**: The reporting above shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <a href="https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031">https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031</a>.

#### V. <u>Performance Monitoring and Quality Assurance</u>:

- 1. Subrecipient monitoring, including financial and performance reporting, shall be conducted via the Smartsheet dashboard. This reporting will be provided by the LHD to DPH via the Smartsheet dashboard. DPH staff will assess reports daily and work with LHDs to provide technical assistance and feedback (as needed) to ensure all reporting is accurate and timely.
- 2. On a quarterly basis, approximately ten LHD subrecipients will be selected by an electronic randomizer to undergo a "desk audit" which entails the submission of all source documentation supporting their reported expenditures for a given month within the quarter. The affected subrecipients will be notified via email of their selection approximately two weeks after the end of the quarter under review. Selected LHDs will have 30 days to submit the requested expenditure documents. The Subrecipient Monitoring Team performs desk audits to ensure the expenditure information is accurate, complete and only includes allowable expenditures. The results are reported to the affected LHD Directors and, if corrective actions are required, they are outlined in the report with recommendations and a date by which to be completed.
- 3. The Technical Assistance and Training Program (TATP) Nurse Consultant will assess the Local Health Department's performance through reporting mechanisms within the NC EDSS. These reports will be run on a quarterly basis by the TATP Nurse Consultant.
- 4. If the assessment results in compliance concerns, the TATP Nurse Consultant shall conduct conference calls with the Local Health Department to provide technical assistance to rectify the concerns.
- 5. If the LHD is deemed out of compliance, program staff shall provide technical assistance to bring the LHD back into compliance with deliverables. If technical assistance does not prove beneficial, the CDB will issue a letter of non-compliance and the LHD may lose access to NC EDSS and NC COVID. Noncompliance with this agreement will result in a reduced capacity for the LHD to detect and control communicable disease in their community.

#### VI. <u>Funding Guidelines or Restrictions</u>:

 Requirements for pass-through entities: In compliance with 2 CFR §200.331 – Requirements for pass-through entities, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda. These funds constitute federal financial assistance to the State of North Carolina, and therefore use of these funds must be in accordance with applicable federal uniform guidance found in 2 CFR 200. None of these requirements is waived.

- a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
- b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
- c. At the time of this AA issuance, the NC Department of State Treasury has determined that the federal Uniform Guidance, Subpart D *Subrecipient Monitoring and Management* does not apply to these funds. Therefore, no Supplement will accompany this AA.
- 2. Requirements for use of funds: Must comply with NCAC Chapter 09, Subchapter 03M Uniform Administration of State Awards of Financial Assistance. NCAC 09 03M
- 3. Requirements for cost principles: In compliance with 2 CFR §200.400 §200.476 Subpart *E Cost Principles*, such principles must be used in determining the allowable costs of work performed by the non-Federal entity under Federal awards.
- 4. Requirements for use of funds: In compliance with 31 CFR §35.5 Use of funds.
  - a. A recipient may only use funds to cover costs incurred during the period beginning July 1, 2021, and ending December 31, 2024.
  - b. A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.
  - c. A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.
- 5. Requirements for use of funds: In compliance with NCGS 143C-6-23 Administrative code *requirements*, recipients must comply with the following:
  - a. NCGS 143C-6-23 (b) Prior to disbursing funds a grantee must provide a copy of its conflictof-interest policy for management employees and its governance body.
  - b. NCGS 143C-6-23(c) The grantee must provide a written statement required under oath by the grantee's governing body that it has no overdue tax debts.
- 6. Non-reverting Appropriation: In compliance with Session Law 2021-180 Section 4.9(k).
  - a. This as a non-reverting state appropriation over multiple fiscal years:
    - 1. Reversion. The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

7. Period of Retention: Administering Agencies and subrecipients are required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by the SFRF Award. Therefore, Administering Agencies and subrecipients should seek specific written authorization from OSBM/NCPRO for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

#### **DPH-Aid-To-Counties**

For Fiscal Year: 21/22

Budgetary Estimate Number : 0

Activity 546		AA	2SF1 249N TT		Proposed Total	New Total
Service Period	1		07/01-05/31	Total Allocated		
Payment Period			08/01-06/30			
01 Alamance	*	0	234,937		234,937	234,937
D1 Albemarle	*	0	856,172			
02 Alexander	*	0	122,567		'	
04 Anson	*	0	110,058		· · · · -	
D2 Appalachian	*	0	351,472			
07 Beaufort	*	0	129,866		129,866	
09 Bladen	*	0	118,924		118,924	
10 Brunswick	*	0	217,408			
11 Buncombe	*	0	314,057	\$0.00	· · · · · ·	
12 Burke	*	0	167,293	\$0.00	167,293	
13 Cabarrus	*	0	275,620			
14 Caldwell	*	0	161,360		1	
16 Carteret	*	0	150,404	\$0.00	· · · · · · · · · · · · · · · · · · ·	
17 Caswell	*	0	109,734	\$0.00		
18 Catawba	*	0	226,241	\$0.00	226,241	
19 Chatham	*	0	156,030		156,030	
20 Cherokee	*	0	115,111	\$0.00	115,111	115,111
22 Clay	*	0	99,992	\$0.00	99,992	
23 Cleveland	*	0	175,395	\$0.00	175,395	
24 Columbus	*	0	136,947	\$0.00		
25 Craven	*	0	176,687	\$0.00	176,687	
26 Cumberland	*	0	371,451	\$0.00		176,687
28 Dare	*	0	122,357		371,451	371,451
29 Davidson	*	0		\$0.00 \$0.00	122,357	122,357
30 Davie	*	0	234,401		234,401	234,401
31 Duplin	*	0	127,288	\$0.00 \$0.00	127,288	
32 Durham	*	0	140,786		140,786	
33 Edgecombe	*		364,074	\$0.00		
D7 Foothills	*	0	133,464	\$0.00	133,464	
34 Forsyth	*	0	277,664	\$0.00	277,664	
35 Franklin	*	0	412,881	\$0.00	412,881	412,881
36 Gaston	*	0	150,822	\$0.00	150,822	150,822
38 Graham	*	0	279,764	\$0.00	279,764	279,764
D3 Gran-Vance	*	0	97,249	\$0.00	97,249	
40 Greene	*		270,655	\$0.00	270,655	
40 Greene 41 Guilford	*	0	107,626	\$0.00	107,626	
42 Halifax	*	0	545,535	\$0.00	545,535	
42 Hamax 43 Harnett	*	0	132,546	\$0.00	132,546	······································
	*	0	206,562	\$0.00	206,562	
44 Haywood	*		143,776	\$0.00	143,776	
45 Henderson	^ *	0	190,747	\$0.00	190,747	190,747
47 Hoke	^ *	0	136,336	\$0.00	136,336	······································
48 Hyde	^ *	0	94,289	\$0.00	94,289	
49 Iredell	*	0	246,219	\$0.00	246,219	
50 Jackson	^ *	0	127,636	\$0.00	127,636	
51 Johnston		0	272,952	\$0.00	272,952	272,952

and an			I			
52 Jones	*	0	98,470	\$0.00	98,470	98,470
53 Lee	*	0	142,250	\$0.00	142,250	142,250
54 Lenoir	*	0	137,794	\$0.00	137,794	137,794
55 Lincoln	*	0	166,033	\$0.00	166,033	166,033
56 Macon	*	0	121,574	\$0.00	121,574	121,574
57 Madison	*	0	109,046	\$0.00	109,046	109,046
D4 M-T-W	*	0	302,402	\$0.00	302,402	302,402
60 Mecklenburg	*	0	1,051,020	\$0.00	1,051,020	1,051,020
62 Montgomery	*	0	113,383	\$0.00	113,383	113,383
63 Moore	*	0	177,925	\$0.00	177,925	177,925
64 Nash	*	0	171,826	\$0.00	171,826	171,826
65 New Hanover	*	0	290,496	\$0.00	290,496	290,496
66 Northampton	*	0	106,648	\$0.00	106,648	106,648
67 Onslow	*	0	268,908	\$0.00	268,908	268,908
68 Orange	*	0	215,667	\$0.00	215,667	215,667
69 Pamlico	*	0	101,179	\$0.00	101,179	101,179
71 Pender	*	0	144,483	\$0.00	144,483	144,483
73 Person	*	0	124,155	\$0.00	124,155	124,155
74 Pitt	*	0	246,077	\$0.00	246,077	246,077
75 Polk	*	0	108,576	\$0.00	108,576	108,576
76 Randolph	*	0	212,840	\$0.00	212,840	212,840
77 Richmond	*	0	127,809	\$0.00	127,809	127,809
78 Robeson	*	0	200,371	\$0.00	200,371	200,371
79 Rockingham	*	0	167,374	\$0.00	167,374	167,374
80 Rowan	*	0	210,663	\$0.00	210,663	210,663
82 Sampson	*	0	143,959	\$0.00	143,959	143,959
83 Scotland	*	0	120,063	\$0.00	120,063	120,063
84 Stanly	*	0	144,750	\$0.00	144,750	144,750
85 Stokes	*	0	129,325	\$0.00	129,325	129,325
86 Surry	*	0	151,972	\$0.00	151,972	151,972
87 Swain	*	0	102,216	\$0.00	102,216	102,216
D6 Toe River	*	0	314,147	\$0.00	314,147	314,147
88 Transylvania	*	0	120,101	\$0.00	120,101	120,101
90 Union	*	0	293,982	\$0.00	293,982	293,982
92 Wake	*	0	1,033,641	\$0.00	1,033,641	1,033,641
93 Warren	*	0	106,501	\$0.00	106,501	106,501
96 Wayne	*	0	196,726	\$0.00	196,726	196,726
97 Wilkes	*	0	149,336	\$0.00	149,336	149,336
98 Wilson	*	0	160,838	\$0.00	160,838	160,838
99 Yadkin	*	0	122,119	\$0.00	122,119	122,119
Totals			18,000,000	0	18,000,000	

Sign and Date - DPH Program Administrator	Sign and Date - DPH Section Chief		
Aol m & - 4-7-22	Mry 1m 04-06.22		
Sign and Date - DPH Budget Office – ATC Coordinator	Sign and Date - DPH Budget Officer		
Sarap Auffin 4/7/2022	5. Martal 4/7/2022		

	Request Info
Туре	Budget Amendment
Description	AA546 FY22 Pandemic Recovery
Justification	Board Meeting 05/02/2022 - Appropriate federal revenues restricted of \$217,408 for FY21-22 Addendum Agreement 546 Communicable Disease Pandemic Recovery. Funds allocated to local health departments to expand communicable disease surveillance, detection, control and prevention activities to address COVID19 public health emergency and other communicable disease challenges impacted by the COVID19 pandemic.
Originator	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135100	331000	Family Health Personnel	Federal Revenues	217408	Increase	Credit
135100	465510	Family Health Personnel	Grant Subsidy-COVID-19	217408	Increase	Debit

Total	
Grand Total:	434816



# Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

**From:** Cris Harrelson, Health Director Action Item # V. - 10. Health and Human Services - Health Services - AA 620 - ARPA COVID-19 School Health Team Workforce

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

Request that the Board of Commissioners approve the Agreement Addendum for Activity 620 - ARPA COVID-19 School Health Team Workforce and authorize the Health Director's executing signature.

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

This Agreement Addendum provides temporary funding for the Local Health Department to support school nurse and/or other school health serving positions (e.g., health educator, school mental health professional, school social worker) to provide services to students. People in those positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 support and response in schools. Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.

Staff recommends approval of the addendum.

#### **Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations Budget amendment appropriates federal revenues restricted for Agreement Addendum 620 with Division of Public Health to provide temporary funding for the Local Health Departments to support school nurse and/or other school health serving positions to provide services to students.

#### **Approved By County Attorney:**

Yes

#### **County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the Agreement Addendum for Activity 620 - ARPA COVID-19 School Health Team Workforce and authorize the Health Director's executing signature.

#### ATTACHMENTS:

Description

- AA 620 ARPA COVID-19 School Health Team Workforce FY22
- Budget Amendment

# Division of Public Health Agreement Addendum FY 21-22

Page 1 of 5

Brunswick County Health and Human Services Local Health Department Legal Name

620 ARPA COVID-19 School Health Team Workforce Activity Number and Description

07/01/2021 - 05/31/2022

**Service Period** 

08/01/2021 - 06/30/2022

**Payment Period** 

Original Agreement Addendum
 Agreement Addendum Revision #

#### I. <u>Background</u>:

On March 11, 2021, the President signed into law the American Rescue Plan Act (ARPA) of 2021 (P.L. 117-2). ARPA provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. Under ARPA, the Centers for Disease Control and Prevention (CDC) activated CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response<sup>1</sup> to support public health response to COVID-19. Funds from this act were designated to recruit, hire, establish, expand, train and sustain a public health workforce, which includes school nurses and other school health professionals. Recipients will operate under a two-year budget process in order to allow time to develop solutions for a more sustained public health workforce.

School health is a recognized component of the public health effort for the school aged population. Public health and education are necessary partners in the operation of safe and healthy schools. Efforts should be taken to foster, grow and maintain the tie between public health and education in support of both COVID-19 response programs and other activities that improve population and individual health for students and school staff. In support of sustainable school health/public health programs 25% of the state funds awarded for public health workforce development are designated to support school-based health program workforce positions, including school nurses and other student serving personnel.

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

Women's & Children's Health/Children & Youth DPH Section / Branch Name

Jenifer Simone, 919-218-1095 Jenifer.simone@dhhs.nc.gov

**DPH Program Contact** (name, phone number, and email)

**DPH Program SignatureDate**(only required for a negotiable agreement addendum)

<sup>&</sup>lt;sup>1</sup> https://www.cdc.gov/cpr/readiness/funding-crisis.htm

### II. <u>Purpose</u>:

This Agreement Addendum provides temporary funding for the Local Health Department to support school nurse and/or other school health serving positions (e.g., health educator, school mental health professional, school social worker) to provide services to students. People in those positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 support and response in schools. Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team.

### III. <u>Scope of Work and Deliverables</u>:

The Local Health Department (LHD) shall:

- 1. Support the employment of one or more school health team workforce positions (i.e., school nurse, school social worker, health educator, mental health professional, etc.) through salary supplement, hiring, or contracting, and for the people in those roles serving as members of the school based health team, to provide services to students.
- 2. Establish position descriptions for the positions consistent with licensure requirements for the position, current position descriptions on the school-based health team, and professional requirements and standards of practice. In addition to position specific work expectations, descriptions should include:
  - a. COVID-19 response related engagement in student and school health/public health efforts consistent with position type supported.
  - b. Provision and support of other school health program activities that foster healthy students who are in school and ready to learn.
- 3. Adhere to the following service quality measures:
  - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing or licensing agency of the position type. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
  - b. Services are provided in a culturally sensitive manner.
  - c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

# IV. <u>Performance Measures/Reporting Requirements</u>:

# 1. Performance Measures

- a. Supplement, employ, or contract for the employment of one or more school health team workforce positions.
- b. Upload job descriptions of all team members supported in full or in part with these funds into the Smartsheet Dashboard, located at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb.

### 2. Reporting Requirements

Complete the following reports via the Smartsheet dashboard, which can be accessed at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb. All of the due dates for these reports are posted on the Smartsheet dashboard.

- a. **Monthly Financial Reports**: The monthly financial reports will report on the prior month. The initial financial report is to report on several months, October 2021 through January 2022, and is due by February 22, 2022. The remaining reports will be monthly, starting with the February 2022 report which is due by March 22, 2022.
- b. Quarterly Performance Reports: These will report about the prior quarter's progress on implementing the Agreement Addendum's required hiring of positions. The first two progress reports, for July September and for October December, are both due by February 22, 2022. The first progress report must include an estimated timeline for completion of this Agreement Addendum's FY 21-22 deliverables. The quarterly periods for these progress reports are defined as:
  - July September 2021
  - October December 2021
  - January March 2022
  - April May 2022

Each Quarterly Performance Report shall note whether LHD intends to hire the position directly, subcontract with a Community-Based Organization (e.g., a professional temporary employment agency) to fulfill the function, otherwise contract the position, or other. Other information provided by each report is to include:

- 1. Overall Goal and actual number of positions hired, both full time and part time. Race and ethnicity for applicants and actual staff hired shall be entered into Smartsheet according to CDC accepted protocol for race, ethnicity and gender including metrics on number of successful hires in relation to hiring goals.
- 2. Hiring activity type: direct hire, community-based organization hire, contracted hire, other.
- 3. Types of positions hired: If school nurse or school nurse extender positions are employed, activities provided by these positions shall be reported on the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).
- 4. Locations/school assignments of positions hired.
- 5. The due dates are posted on the Smartsheet dashboard.

#### V. <u>Performance Monitoring and Quality Assurance</u>:

- 1. The Children and Youth Branch will monitor the Local Health Department's performance according to the following plan:
  - a. The RSHNC will review Smartsheet financial reports and Aid-to-Counties draw-down reports to ensure that funds are spent according to allowable use on a monthly basis.
  - b. The RSHNC will monitor recruitment and hiring through Quarterly Performance Reports including review of position descriptions uploaded to Smartsheet.
  - c. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables at least quarterly.

- d. Deliverables, as outlined in this Agreement Addendum, will also be monitored via reported data provided through the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022.
- e. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May 2022), and a copy made available to the Local Health Director.

#### VI. <u>Funding Guidelines or Restrictions</u>:

- 1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 Requirements for pass-through entities, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
- 2. Allowable uses of funds include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce to the extent these are not included in indirect costs.
- 3. Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce.
- 4. Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable uses listed.
- 5. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] the LHD agrees as applicable to the award, to:
  - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
  - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
  - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of

results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf.

- d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.
- e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
- 6. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
  - a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75\_1326
  - b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgibin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75\_1521.ii
- 7. Unallowable costs:
  - a. Research
  - b. Clinical Care
  - c. Publicity and propaganda (lobbying):
    - 1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
      - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
      - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
    - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying\_Restrictions\_for\_CDC\_Grantees\_July\_2012.pdf
  - d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

FY22 Activity:	620 School	Health Team Workforc	e				Supplement 1		
Supplement rease	on: 🛛 In AA+	BE or AA+BE Rev -O	R- 🗆 -						
CFDA #: 93.354	Fed awd dat	e: 5-19-21 Is awa	rd R&D? no FAIN:	NU90TP922192	2	Total amount of fed	awd: \$ 62,340,758		
CFDA Public Heal name: Agreement	• •	Response:Cooperative	Fed award project Cooperative Agreement for Emergency Response:Public Health Crisis Response description:						
			Fed awarding DHHS, C agency: Preventi			deral award lirect cost rate:	%		
Subrecipient	Subrecipient		otal of All Fed Funds	Subrecipient	Subrecipient		Total of All Fed Funds		
	DUNS	This Supplement	for This Activity		DUNS	This Supplement	for This Activity		
Alamance	965194483	215,614	215,614	Jackson	019728518	76,659	76,659		
Albemarle	130537822	668,845	668,845	Johnston	097599104	266,415	266,415		
Alexander	030495105	89,668	89,668	Jones	095116935	114,931	114,931		
Anson	847163029	134,542	134,542	Lee	067439703	157,465	157,465		
Appalachian	780131541	203,860	203,860	Lenoir	042789748	191,823	191,823		
Beaufort	091567776	117,600	117,600	Lincoln	086869336	84,421	84,421		
Bladen	084171628	152,727	152,727	Macon	070626825	60,536	60,536		
Brunswick	091571349	102,783	102,783	Madison MTW	831052873	46,363	46,363		
Buncombe	879203560	202,174	202,174		087204173	316,935	316,935		
Burke	883321205	168,001	168,001	Mecklenburg	074498353	865,611	865,611		
Cabarrus	143408289	276,598	276,598	Montgomery	025384603	134,305	134,305		
Caldwell	948113402	120,758	120,758	Moore	050988146 050425677	109,437	109,437		
Carteret Caswell	058735804 077846053	87,009	87,009	Nash New Haneyer	040029563	183,500	183,500		
		101,212	101,212	New Hanover		186,943	186,943		
Catawba	083677138	192,113	192,113	Northampton		118,046	118,046		
Chatham	131356607	100,623	100,623	Onslow	172663270	225,924	225,924		
Cherokee	130705072	61,987	61,987	Orange	139209659	164,360	164,360		
Clay	145058231	30,338	30,338	Pamlico	097600456	84,537	84,537		
Cleveland	879924850	163,604	163,604	Pender	100955413	104,598	104,598		
Columbus	040040016	168,551	168,551	Person	091563718	108,006	108,006		
Craven	091564294	168,471	168,471	Pitt	080889694	214,091	214,091		
Cumberland	123914376	385,842	385,842	Polk	079067930	53,981	53,981		
Dare	082358631	52,685	52,685	Randolph	027873132	188,179	188,179		
Davidson	077839744	206,123	206,123	Richmond	070621339	177,075	177,075		
Davie	076526651	82,730	82,730	Robeson	082367871	262,971	262,971		
Duplin	095124798	195,240	195,240	Rockingham	077847143	138,273	138,273		
Durham	088564075	262,706	262,706	Rowan	074494014	188,843	188,843		
Edgecombe	093125375	163,995	163,995	Sampson	825573975	199,383	199,383		
Foothills	782359004	237,605	237,605	Scotland	091564146	164,861	164,861		
Forsyth	105316439	380,910	380,910	Stanly	131060829	100,034	100,034		
Franklin	084168632	106,892	106,892	Stokes	085442705	58,599	58,599		
Gaston	071062186	235,245	235,245	Surry	077821858	145,793	145,793		
Graham	020952383	70,901	70,901	Swain	146437553	98,306	98,306		
Granville-Vance	063347626	277,774	277,774	Toe River	113345201	182,185	182,185		
Greene	091564591	164,892	164,892	Transylvania	030494215	41,471	41,471		
Guilford	071563613	473,213	473,213	Union	079051637	261,457	261,457		
Halifax	014305957	157,660	157,660	Wake	019625961	937,523	937,523		
Harnett	091565986	197,840	197,840	Warren	030239953	120,224	120,224		
Haywood	070620232	67,312	67,312	Wayne	040036170	229,304	229,304		
Henderson	085021470	114,247	114,247	Wilkes	067439950	124,848	124,848		
Hoke	091563643	159,806	159,806	Wilson	075585695	181,755	181,755		

102,958

184,783

102,958

184,783

Yadkin

089910624

832526243

074504507

Hyde Iredell 106,779

106,779

Activity 620		AA	1332 535A		1332 535A		Proposed Total	New Total
			535A YM	_	535A YM	_	ισται	ιυιαι
			· ···	Total Allocated		Total Allocated		
Service Period			07/01-05/31	Anocaleu	01/01-05/31	Anocaleu		
Payment Period	*		08/01-06/30	<b>*</b> 045 044 00	02/01-06/30	<b>*</b> 0.00		045.044
01 Alamance	^ *	0	0	\$215,614.00	0	\$0.00	0	215,614
D1 Albemarle	" *	0	0	\$668,845.00	0	\$0.00 \$0.00	0	668,845
02 Alexander	" *	0	0	\$89,668.00 \$134,542.00	0	\$0.00 \$0.00	0	89,668
04 Anson	*	0	0	\$134,542.00	0	\$0.00 \$0.00	0	134,542
D2 Appalachian 07 Beaufort	*	0	0	\$117,600.00	0	\$0.00	0	203,860
09 Bladen	*	0	0	\$152,727.00	0	\$0.00	0	117,600 152,727
10 Brunswick	*	0	0	\$102,783.00	0	\$0.00	0	102,783
11 Buncombe	*	0	0	\$202,174.00	0	\$0.00	0	202,174
12 Burke	*	0	0	\$168,001.00	0	\$0.00	0	168,001
13 Cabarrus	*	0	0	\$276,598.00	0	\$0.00	0	276,598
14 Caldwell	*	0	0	\$120,758.00	0	\$0.00	0	120,758
16 Carteret	*	0	0	\$87,009.00	0	\$0.00	0	87,009
17 Caswell	*	0	0	\$101,212.00	0	\$0.00	0	101,212
18 Catawba	*	0	0	\$192,113.00	0	\$0.00	0	192,113
19 Chatham	*	0	0	\$100,623.00	0	\$0.00	0	100,623
20 Cherokee	*	0	0	\$61,987.00	0	\$0.00	0	61,987
22 Clay	*	0	0	\$30,338.00	0	\$0.00	0	30,338
23 Cleveland	*	0	0	\$163,604.00	0	\$0.00	0	163,604
24 Columbus	*	0	0	\$168,551.00	0	\$0.00	0	168,551
25 Craven	*	0	0	\$168,471.00	0	\$0.00	0	168,471
26 Cumberland	*	0	0	\$385,842.00	0	\$0.00	0	385,842
28 Dare	*	0	0	\$52,685.00	0	\$0.00	0	52,685
29 Davidson	*	0	0	\$206,123.00	0	\$0.00	0	206,123
30 Davie	*	0	0	\$82,730.00	0	\$0.00	0	82,730
31 Duplin	*	0	0	\$195,240.00	0	\$0.00	0	195,240
32 Durham	*	0	0	\$262,706.00	0	\$0.00	0	262,706
33 Edgecombe	*	0	0	\$163,995.00	0	\$0.00	0	163,995
D7 Foothills	*	0	0	\$237,605.00	0	\$0.00	0	237,605
34 Forsyth	*	0	0	\$380,910.00	-	\$0.00	0	380,910
35 Franklin	*	0	0	\$106,892.00		\$0.00	0	106,892
36 Gaston	*	0	0	\$235,245.00	-	\$0.00	0	235,245
38 Graham	*	0	0	\$70,901.00	-	\$0.00	0	70,901
D3 Gran-Vance	*	0	0	\$277,774.00	-	\$0.00	0	277,774
40 Greene	*	0	0	\$164,892.00	-	\$0.00	0	164,892
41 Guilford	*	0	0	\$473,213.00	0	\$0.00	0	473,213
42 Halifax	*	0	0	\$157,660.00	0	\$0.00	0	157,660
43 Harnett	*	0	0	\$197,840.00		\$0.00	0	197,840
44 Haywood	*	0	0	\$67,312.00		\$0.00	0	67,312
45 Henderson	*	0	0	\$114,247.00		\$0.00 \$0.00	0	114,247
47 Hoke	*	0	0	\$159,806.00 \$102,958.00	0	\$0.00 \$0.00	0	159,806
48 Hyde 49 Iredell	^ *	0	0	\$102,958.00		\$0.00 \$0.00	0	102,958
49 Iredell 50 Jackson	*	0	0	\$76,659.00	0	\$0.00	0	184,783 76,659
51 Johnston	*	0	0	\$266,415.00		\$0.00	0	266,415
52 Jones	*	0	0	\$114,931.00	-	\$0.00	0	114,931
53 Lee	*	0	0	\$157,465.00		\$0.00	0	157,465
54 Lenoir	*	0	0	\$191,823.00	0	\$0.00	0	191,823
55 Lincoln	*	0	0	\$84,421.00		\$0.00	0	84,421
56 Macon	*	0	0	\$60,536.00		\$0.00	0	60,536
57 Madison	*	0	0	\$46,363.00	-	\$0.00	0	46,363
D4 M-T-W	*	0	0	\$316,935.00	0	\$0.00	0	316,935
60 Mecklenburg	*	0	0	\$865,611.00		\$0.00	0	865,611
62 Montgomery	*	0	0	\$134,305.00	-	\$0.00	0	134,305
63 Moore	*	0	0	\$109,437.00		\$0.00	0	109,437
64 Nash	*	0	0	\$183,500.00		\$0.00	0	183,500
65 New Hanover	*	0	0	\$186,943.00		\$0.00	0	186,943
66 Northampton	*	0	0	\$118,046.00		\$0.00	-	118,046
67 Onslow	*	0	0	\$225,924.00		\$0.00		225,924
							. 0	

69 Pamlico 71 Pender 73 Person	*				-			
		· ·	0		0	\$0.00	0	
73 Porson	*	0	0	\$104,598.00	0	\$0.00	0	104,598
3 Feisoli	*	0	0	\$108,006.00	0	\$0.00	0	108,006
74 Pitt	*	0	0	\$214,091.00	0	\$0.00	0	214,091
75 Polk	*	0	0	\$53,981.00	0	\$0.00	0	53,981
76 Randolph	*	0	0	\$188,179.00	0	\$0.00	0	188,179
77 Richmond	*	0	0	\$177,075.00	0	\$0.00	0	177,075
78 Robeson	*	0	0	\$262,971.00	0	\$0.00	0	262,971
79 Rockingham	*	0	0	\$138,273.00	0	\$0.00	0	138,273
30 Rowan	*	0	0	\$188,843 <u>.</u> 00	0	\$0.00	0	188,843
32 Sampson	*	0	0	\$199,383.00	0	\$0.00	0	199,383
33 Scotland	*	0	0	\$164,861.00	0	\$0.00	0	164,861
34 Stanly	*	0	0	\$100,034.00	0	\$0.00	0	100,034
35 Stokes	*	0	0	\$58,599 <u>.</u> 00	0	\$0.00	0	58,599
B6 Surry	*	0	0	\$145,793.00	0	\$0.00	0	145,793
37 Swain	*	0	0	\$98,306 <u>.</u> 00	0	\$0.00	0	98,306
D6 Toe River	*	0	0	\$182,185 <u>.</u> 00	0	\$0.00	0	182,185
38 Transylvania	*	0	0	\$41,471.00	0	\$0.00	0	41,471
90 Union	*	0	0	\$261,457.00	0	\$0.00	0	261,457
92 Wake	*	0	0	\$937,523.00	0	\$0.00	0	937,523
93 Warren	*	0	0	\$120,224 <u>.</u> 00	0	\$0.00	0	120,224
96 Wayne	*	0	0	\$229,304.00	0	\$0.00	0	229,304
97 Wilkes	*	0	0	\$124,848.00	0	\$0.00	0	124,848
98 Wilson	*	0	0	\$181,755 <u>.</u> 00	0	\$0.00	0	181,755
99 Yadkin	*	0	0	\$106,779.00	0	\$0.00	0	106,779
Totals			0	15,585,187	0	0	0	15,585,187
ign and Date - DPH	Pro N	ogran , A	n Administrator Cting Br	anch He	1/26/22 <sup>S</sup> ad	ign and Da	te - DPH Sect	ion Chief

Sign and Date - DPH Contracts Office - ATC Coordinator Budget Surg Auffor 1/26/2022 Sign and Date - DPH Budget Officer

1/28/2022 SH 1/27/2022

22

https://atc.ncdhhs.gov/WICGridPrint.aspx

	Request Info						
Туре	Budget Amendment						
Description	A620 COVID19 School Hlth Team						
Justification	Board Meeting 05/02/2022 - Appropriate federal revenues restricted for Agreement Addendum 620 with Division of Public Health to provide temporary funding for the Local Health Departments to support school nurse and/or other school health serving positions to provide services to students. Individuals in these positions will serve as members of a school based health team, collaborating with local school health programs to provide COVID-19 support and response in schools.						
Originator	CHRISTINA KENNEDY						

Items							
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
135110	331000	General Health-Administration	Federal Revenues	102783	Increase	Credit	
135110	465510	General Health-Administration	Grant Subsidy-COVID-19	102783	Increase	Debit	

Total	
Grand Total:	205566



# **Brunswick County Board of Commissioners ACTION AGENDA ITEM** May 2, 2022

#### From:

Action Item # V. - 11.

Stephanie Lewis, Director of Operation Services

Operation Services - Lease Agreement for Shallotte Probation & Parole Office

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

Request that the Board of Commissioners approve a lease agreement for the probation and parole office in Shallotte.

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

The county is required to lease space for the NC Department of Probation and Parole. The lease for the Shallotte Probation and Parole office located at 5300-1 Main Street, Shallotte, NC is for approximately 2,943 square feet. The current lease expires on June 30, 2022. The monthly cost for the lease beginning July 1, 2022 is \$4,258.50.

#### **Fiscal Impact:**

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

#### **Approved By County Attorney:**

Yes

#### **County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a lease agreement for the probation and parole office in Shallotte.

#### **ATTACHMENTS:**

Description

Lease Agreement D

# SOUTH BRUNSWICK INVESTMENTS, INC.

# LEASE AGREEMENT

THIS AGREEMENT, made this July 1, 2022 by and between SOUTH BRUNSWICK INVESTMENTS, INC. as Landlord, and BRUNSWICK COUNTY as Tenant:

### WITNESSETH:

That the said Landlord does hereby demise and lease to Tenant and Tenant does hereby hire from Landlord the following described premises: approximately 2,943 finished square feet of office space located at the address below, as more fully set forth on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference.

5300-1 Main Street Shallotte, NC 28470

Together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business as hereinafter described for the term of (5) years, running from and including the 1st day of July 2022 up to and including the 30th day of June 2027, for the use in Tenant's operation of parole/probation offices and related purposes, or for any other legitimate business, subject to the terms and conditions of this Lease.

# AMOUNT OF RENTAL

1. Tenant covenants to pay to Landlord at Landlord's office at SOUTH BRUNSWICK INVESTMENTS, INC. or at such other person as Landlord shall designate in writing, as rent for said premises as follows:

The sum of **\$4,258.50** per month, commencing **July 1, 2022**, running through and including **June 30, 2027**. Rent is due and payable by the 15<sup>th</sup> of each month without setoff or demand.

### NON-APPROPRIATION

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

# RENEWAL OPTION

3. The option to renew this Lease agreement is available at mutually agreed upon terms. Tenant agrees to notify Landlord, no later than three (3) months prior to the end of the term or any renewal period of Tenant's intention as to whether or not Tenant intends to exercise any available renewal option. Landlord agrees to notify and alert Tenant no later than three (3) months prior to the end of the term or any renewal period that such notification is due from Tenant. All such notifications shall be in writing. In the event Tenant does not exercise its renewal option as provided for herein, this Lease shall terminate at the end of the term.

In addition to the above, Landlord and Tenant mutually covenant and agree as follows:

# TENANT'S MAINTENANCE AND REPAIR OF PREMISES

4. Except as hereinafter provided, Tenant shall maintain and keep the interior of the premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of this Lease in as good condition as received by Tenant, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted; provided, however, that if alterations, additions and/or installations shall have been made by Tenant as provided for in this Lease, Tenant shall not be required to restore the

premises to the condition in which they were prior to such alterations, additions and/or installations except as hereinafter provided. If for any reason or circumstance the building locks need to be changed or rekeyed, they must be keyed properly to the Landlord's master lock system. Tenant shall be required to keep the exterior of the property free of any trash and debris.

# TENANT'S ALTERATIONS, ADDITIONS, INSTALLATIONS AND REMOVAL THEREOF

5. Tenant may, at its own expense, either at the commencement of or during the term of this Lease, make such alterations in and/or additions to the leased premises including, without prejudice to the generality of the leased premises including, without prejudice to the generality of the foregoing, alterations in the water, gas and the electric wiring system, as may be necessary to fit the same for its business, upon first obtaining the written approval of the Landlord as to the materials to be used and the manner of making such alterations and /or additions. Landlord covenants not to unreasonably withhold approval for any alterations and/or additions proposed to be made by Tenant. Tenant may also, at its own expense, install such counters, racks, shelving, fixtures, fittings, machinery and equipment upon or within the leased premises as Tenant may consider to the conduct of its business. At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all such alternations, additions or installations in such a manner as will not substantially injure the leased premises. In the event Tenant shall elect to make any such removal, Tenant shall restore the premises or the portion of portions affected by such removal, to the same condition as existed prior to the making of such alterations, additions or installations, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted. All alterations, additions or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

# LANDLORD'S MAINTENANCE AND REPAIR OF PREMISES

6. Landlord shall, without expenses to Tenant, maintain and make all necessary repairs to the foundations, load bearing walls, roofs, gutters, down spouts, heating system, air conditioning, elevators, water mains, gas and sewer lines, sidewalks, private roadways, parking areas and loading docks if any, on or appurtenant to the eased premises.

# OBSERVANCE OF LAWS

7. Tenant shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased premises; provided, however, that any installation of fire prevention apparatus, electric wiring, plumbing changes or structural changes in the building on the leased premises, required by any such law ordinance, rule or regulations shall be made by Landlord without expense to Tenant.

# SIDEWALK EMCUMBRANCES

8. Tenant shall neither encumber nor obstruct the sidewalk in front of, or any entrance to, the building on the leased premises without the permission of the Landlord.

### SIGNS

 Any signs or advertising to be used, including awnings, in connection with the premises shall be first submitted to the Landlord for approval before installation of same.

# TERMINATION BY REASON OF DEFAULT

10. For Cause. In the event either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this Lease including Tenant's covenant to pay rent, and such failure shall continue unremedied or uncorrected for a period of fifteen (15) days after the service of written notice upon such party by the other party hereto, specifying such failure, this Lease may be terminated at the option of the party serving such notice. Termination for default shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure. In addition to the foregoing, Tenant may terminate this Lease immediately and without notice if Landlord 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 Landlord, or has a receiver or trustee appointed for substantially all of its property, or if Landlord allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours. After (5) days of nonpayment of rent the Landlord may enter the premises for the purpose of inspecting the condition of the premises and evict if necessary.

<u>Without Cause</u>. Tenant may terminate this Lease at any time without cause by giving one hundred and eighty (180) calendar days' written notice to Landlord.

# CONDEMNATION

11. In the event that the leased premises shall be taken for public use by the city, state federal government, public authority or other corporation having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use, or, at the option of Tenant, as of the date on which the premises shall be so taken, such termination shall be at the option of the Tenant only. If such a taking of only a part of the leased premises occurs, and Tenant elects not to terminate the Lease, there shall be a proportionate reduction of the rent to be paid under the Lease from and after the date such possession if taken for public use. Tenant shall have the right to participate, directly or indirectly, in any award for such public taking to the extent that it may have suffered compensable damage as a Tenant on account of such public taking.

# DAMAGE BY FIRE, ETC.

Damage Repairable within Ninety (90) days

12. In the event the said premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to the extent repairable within on (90) days from the date of such damage, Landlord shall

forthwith proceed to repair such damage. If such repair shall not have been completed with ninety (90) days from the date of such damage, delays occasions by causes beyond the control of the Landlord, this Lease may, at the option of Tenant, be terminated. During the period of repair, Tenant's rent shall be reduced in whole or in part depending upon extent to which such damage and/or such repair shall deprive Tenant of the use of said premises for the normal purpose of Tenant's business. In the event that Landlord shall fail to promptly commence repair of such damage, or, having commenced the same shall fail to prosecute such repair to completion with due diligence, Tenant may at Tenant's option upon five (5) days written notice to Landlord, make for complete such repair and deduct the cost thereof from the next installation or installments of rent payable under this Lease.

Damage Not Repairable Within Ninety (90) Days

13. In the event the said premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within ninety (90) days from the date of such damage, this Lease shall terminate as of the date of such damage, and any rent prepaid by Tenant shall be promptly refunded.

# ASSIGNMENT

14. Except as permitted herein, Tenant shall not assign this Lease, not sublet the premises, or any part thereof, nor use same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than that stipulated, without the written consent of the Landlord. If any assignment or sub-lease is made by Tenant without Landlord's consent, Tenant shall remain liable under the terms hereof notwithstanding such assignment or such-lease. Notwithstanding the foregoing, Landlord acknowledges that Tenant will sublet the leased premises to the State of North Carolina Department of Public Safety for the operation of parole/probation offices and related purposes, and Landlord expressly approves of such subletting and use. Such sublease shall not relieve Tenant of any of its obligations under this Lease.

# LANDLORD'S RIGHT TO ENTER PREMISES

15. Tenant shall permit Landlord and Landlord's agents to enter at all reasonable times to view the state and condition of the premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Tenant shall also permit Landlord or Landlord's agents on or after thirty (30) days next preceding the expiration of the term of this Lease to show the premises to prospective tenants at reasonable times, and to place notices on the front of said premises, or on any part thereof, offering the premises for lease or for sale. Landlord has the right to enter the premises (5) days after rents are delinquent.

# TAXES

16. Landlord shall pay all taxes, assessments, and charges, which shall be assessed and levied upon the leased premises or any thereof during the said term as they become due. Tenant is responsible for taxes on inventory and personal property located at the leased premises.

# UTILITIES

17. Tenant shall be responsible for all electricity consumed by Tenant, and shall be responsible for Tenant's telephone expense.

# INSURANCE

Fire Insurance

18. Landlord shall be responsible to insure the building against loss by fire or other casualty, including extended coverage, vandalism, and malicious mischief. Tenant shall be responsible to insure Tenant's contents, fixtures, furnishings, and finishing against loss by fire or other casualty. Each party shall provide the other with Certificates of Insurance on an annual basis.

# Liability Insurance

19. Tenant shall be responsible to maintain at all times during the term a policy or policies of Owners, Landlords and Tenant liability insurance in the minimus amount of <u>\$100,000.00</u> (One Hundred Thousand Dollars, No/100), single limit coverage to insure Tenant's customers, invitees and licenses and Landlord's other Tenants from loss or damage to person or property while on the premises, and from any acts of negligent omission or commission by Tenant or Tenant's agents, employees, or licenses. Said policy or policies shall include Landlord as an additional insured and Tenant shall provide Landlord with proof on continuous coverage during the term and Tenant's occupancy of the premises. Said policy or policies shall include Tenant's fire legal liability provision and property damage coverage in the minimum amount of <u>\$100,000.00</u> (One Hundred Thousand Dollars, No/100).

# SOLICITATION/PEDDLING

20. No solicitation or peddlers shall be allowed on the premises without the prior consent of the Landlord. This prohibition does not apply to Tenant's suppliers and salesmen serving Tenant's business.

# NUISANCE

21. Tenant shall not allow any public or private nuisance to exist or continue on the premises and shall not use the premises for any unlawful purpose. Tenant shall allow any unreasonable noise, odor, disturbance or sight to emanate from the premises.

# **BUSINESS USE ALLOWED**

22. The premises shall be used by the Tenant solely for the purpose set forth in this document. Any other use shall require the written consent of the Landlord.
# DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

23. Landlord 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.

### DEBARMENT

24. Landlord hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Lease by any governmental department or agency. Landlord must notify Tenant within thirty (30) days if debarred by any governmental entity during this Lease.

### GOVERNING LAW AND VENUE

25. This Lease shall be governed by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Lease shall be brought in the General Court of Justice of the State of North Carolina in Brunswick Landlord or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

### DISPUTE RESOLUTION

26. Should a dispute arise as to the terms of this Lease, 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.

### GOVERNMENTAL IMMUNITY

27. Tenant, to the extent applicable, does not waive its governmental immunity by entering into this Lease and fully retains all immunities and defenses provided by law with regard to any action based on this Lease.

### E-VERIFY

28. Pursuant to N.C.G.S. § 143-133.3, Landlord understands that it is a requirement of this Lease that Landlord and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Landlord 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 it shall require its subcontractors to do the same. Upon request, Landlord agrees to provide Tenant with an affidavit of compliance or exemption.

### MISCELLANEOUS

### Amendments

29. This Lease may be modified or amended only by a writing duly signed by both Landlord and Tenant.

### Gender

30. The designation Landlord and Tenant as used herein shall include said parties, their hires, successors, and assigns and shall include singular, plural masculine, feminine or neuter as required by context.

### Survivability

31. This Lease shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, devises, successors in interest, administrators, executors and assigns.

### SIGNATURES

32. This Lease, 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 Lease. This Lease 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 Lease by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written. Signed, Sealed and Delivered in the presence of:

I andlord

Aluin Landlord (Printed Name

**Brunswick County** 

Tenant

Randell Thompson, Chairman Tenant (Printed Name)

ATTEST:

Clerk to the Board

[SEAL]

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

Aaron C. Smith, Director of Fiscal Operations Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney / Bryan W. Batton, Asst. County Attorney

JUSAK Melant MB 4/13/22



Page 11 of 13

North Carolina

**Brunswick County** 

K Mchanfa Notary Public of said County and State, do hereby certify that ALVIN B Willis personally appeared before me this day and acknowledge the due execution of the foregoing instrument Witness my hand and official seal, this day of 4/13 , 2022 NN 09282025 SUSM K. McKanh Notary Public My commission expires 9/28/2025

North Carolina

Brunswick County

I,\_\_\_\_\_\_, a Notary Public of said County and State, do hereby certify that \_\_\_\_\_\_ personally appeared before me this day and acknowledge the due execution of the foregoing instrument Witness my hand and official seal, this day of \_\_\_\_\_\_, 20\_.

Notary Public

My commission expires\_\_\_\_\_.

# EXHIBIT "A"

Floor Plan





### Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

**From:** Brenda M. Clemmons, Register of Deeds

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

Request the Board of Commissioners to approve the application submission of the Register of Deeds Grant Program and delegate authority to the County Manager to sign grant agreement if awarded as appropriated by the North Carolina General Assembly and administered by the Office of State Budget and Management.

Action Item # V. - 12.

Register of Deeds Grant Program

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

Applicants may use grant funds for the preservation of historic records and files. Allowable uses of the funds include, but are not limited to, document restoration, reparation, deacidification, and placement in protected archival binders. Funds may be used for document digitization only if the original documents will continue to be maintained and preserved.

The maximum grant each office may receive in the first round of funding is \$2,000. Grantees must provide a 100% match for grant funds. The Register of Deeds has \$2,000 match in current fiscal 2022 approved budget.

### **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:** Yes

### **County Manager's Recommendation:**

Recommend that the Board of Commissioners to approve the application submission of the Register of Deeds Grant Program and delegate authority to the County Manager to sign grant agreement if awarded as appropriated by the North Carolina General Assembly and administered by the Office of State Budget and Management.

### **ATTACHMENTS:**

### Description

- D OSBM Website Details on Register of Deeds Grant
- **D** Grant Application Evaluation Form -Signed
- ROD Grant Application



# **Register of Deeds Grant Program**

OSBM is administering a Register of Deeds Grants Program as appropriated by the North Carolina General Assembly in Section 24.2 of the <u>Current Operations Appropriations Act of 2021 (https://webservices.ncleg.gov/ViewBillDocument/2021/53458/2/S105-BD-NBC-9279)</u> (SL 2021-180).

Applicants may use grant funds for the preservation of historic records and files. Allowable uses of the funds include, but are not limited to, document restoration, reparation, deacidification, and placement in protected archival binders. Funds may be used for document digitization only if the original documents will continue to be maintained and preserved.

The maximum grant each office may receive in the first round of funding is \$2,000. Grantees must provide a 100% match for grant funds.

# **Application Process**

To apply, Register of Deeds offices will submit an <u>online application</u> (<u>https://app.smartsheet.com/b/form/c5dc4a990bf2458e8eb147f2c1ae36d6)</u> to OSBM.

After submitting the online application, please provide a completed <u>W-9</u> (<u>https://www.osbm.nc.gov/media/2193/open</u>) form to OSBM using this <u>upload link</u> (<u>https://ncosbm.sharefile.com/r-r99afb516cb2944efac3ea081821507e0</u>). Please use your county name in the file name you upload (*for example: Sample-County.pdf*).

DEADLINE: Applications should be submitted by May 11, 2022.

Grant recipients will have to report to OSBM on their grant funded activities.

If you have questions about the application process, please contact <u>OSBM-RDGrants@osbm.nc.gov (mailto: OSBM-RDGrants@osbm.nc.gov )</u>.

Register of Deeds Grant Program LNC OSBM Technical Assistance for Register of Deeds Offices

If your office needs technical assistance with record preservation, we encourage you to contact the <u>Government Records Section (https://archives.ncdcr.gov/contact/staff-list#governmentrecords</u>) of the State Archives. The State Archives also has a number of <u>resources (https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines)</u>available to local governments on their website.

# **Related Content**

North Carolina State Archives Local Government Section (https://archives.ncdcr.gov /government/local)

# **Directed Grants**

Register of Deeds Grant Program (/stewardship-services/directed-grants /register-deeds-grant-program)

SCIF Grants (/stewardship-services/directed-grants/scif-grants)

https://www.osbm.nc.gov/stewardship-services/directed-grants/register-deeds-grant-program



# **BRUNSWICK COUNTY** Grant Application Evaluation Form

Lead Department: Register of Deeds		Date: 04/22/2022	
Department Head: Brenda M. Clemmons		Department Cont Dana Varnam	act for Grant:
Co-Applicants / Other Participa	ating Departments/Agencies/C		ations:
N/A	5		
Grant Title: Register of Deeds Grants Progra	ım		
Funding Organization: NC General Assembly/Office of	f State Budget & Management		
Grant Period/Term:	Grant Amount:	V New Grant	Recurring Grant
To be determined, issued by OSBM			
Matching Funds?  Yes	If Yes, Amount:	In Kind	
🗌 No	\$ 2,000.00	Cash match in cur	rent FY22 budget
		Other	
Describe how match will be me The match will be met from fun from line item 426200.		ology Reserve Fun	d, department code 324180.
Are matching funds in the curre			
Available Additional Ne	eeded N/A- No matching f	funds required/requ	ested
Funds are availble for preservent	vation in the ROD Technolo	gy Reserve Fund	
Briefly describe the purpose of Applicants may use grant funds for the limited to, document restoration, repar- document digitization only if the origin	preservation of historic records and ation, deacidification, and placement	t in protected archival b	binders. Funds may be used for
	Program Duplication / Co	st Recovery	
Will this project in any way du			Yes V No Possibly
program provided by Brunswich organization?			
Will this grant provide support	for a mandated service?		Yes 🗸 No
Can we capitalize on this fundin facility needs?	ng to meet current and/or futur	e equipment or	Yes No
Will this grant result in supplan Supplanting occurs when a state local, or tribal funds for an acti available (or expected to be ava	e, local, or Tribal Government vity specifically because feder	al funds are	Yes 🖌 No
			1

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	Yes No Possibly
Can the requirements of this grant be met with current staffing levels?	Yes No Possibly
Will new positions be requested (or expiring grant funded positions extended)?	Yes 🖌 No
If Yes, how many new positions will be funded by the grant?	new positions
How many existing positions will be funded by the grant?	existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	Yes 🖌 No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	Yes 🖌 No
Description of items or services to be purchased with funds:	
In accordance with the provisions of G.S. 132-7, record books should be copied or rebound if worn, mutilated, damaged, or difficult to read.	or repaired, renovated or
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☑ No If yes, explain
Is funding received in advance or on a reimbursement basis?	<ul> <li>✓ In Advance</li> <li>☑ Reimbursement</li> </ul>

I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

enda M-Lemmons Department Head Signature

Director of Fiscal Operations

County Manager

 $\frac{4|22|3032}{Date}$   $\frac{4/22/22}{Date}$   $\frac{4/200}{2000}$   $\frac{4}{2000}$ 

Approved by County Manager Requires BOCC (Agenda Item Needed)

# Register of Deeds Grants Program -Application

Please direct all questions on this program to: OSBM-RDGrants@osbm.nc.gov

OSBM is administering a Register of Deeds Grants Program as appropriated by the North Carolina General Assembly in Section 24.2 of the Current Operations Appropriations Act of 2021 (SL 2021-180).

Applicants may use grant funds for the preservation of historic records and files. Allowable uses of the funds include, but are not limited to, document restoration, reparation, deacidification, and placement in protected archival binders. Funds may be used for document digitization only if the original documents will continue to be maintained and preserved.

The maximum grant each office may receive in the first round of funding is \$2,000. Grantees must provide a 100% match for grant funds.

See OSBM website for additional details

County *
Brunswick
Point of Contact - Name *
Please enter the name of the person who will be the main contact for this grant
Dana Varnam
Point of Contact - Email *
dana.varnam@brunswickcountync.gov
Point of Contact - Phone *
910-253-2687
Contract Signer - Name *
Please indicated who we should direct the grant contract to for signatures (con be provided through DocuSign)

## Contract Signer - Title \*

Please indicate the title of the Contract Signer listed above.

County Manager

-----

### Contract Signer - Email \*

Please provide the email address of the Contract Signer listed above.

steve.stone@brunswickcountync.gov

### Potential for Additional Funding

Following the distribution of the original grant funds in May 2022, if unclaimed funds remain, these additional funds may be divided and distributed across the set of original applicants.

This second distribution of additional funds would occur in July 2022.

The additional funds must also be used for the original purpose: **preservation of historic records and files**.

The agency is NOT required to match the funding if additional funds are provided.

Reporting on the additional funds to show that they have been used for the original purpose is required.

If additional funds are available, would your agency like to receive a portion of these additional funds? \*

Yes, please provide additional funds if available

### Acknowledgements

### Agreement - Match \*

I attest that my office has secured the 100% match requirement for the \$2,000 grant.

### Agreement - W9 \*

I understand that a W-9 tax form must be submitted to OSBM prior to payment being made (document must be uploaded according to the provided directions - not sent by email)

Form and Upload Instructions for W9

 $\mathbf{Z}$ 

E2

### Agreement - DocuSign Contract \*

I understand that a DocuSign contract will be generated and emailed to the Contract Signer indicated above.

Agreement - R I agree that OS	Reporting * SBM will require reporting to show how the funds have been spent.
Send me a c Email address	opy of my responses
dana.varnam@	brunswickcountync.gov
Submit	
	Privacy Notice   Report Abuse
	This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.



### Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

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

Action Item # V. - 13. Utilities - Grant Application Ratify (John Nichols, PE - Director of Public Utilities)

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

Request that the Board of Commissioners ratify attached Brunswick County Grant Application Evaluation Form.

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

In order to be considered for grant funding for the Longwood Sewer Project by the North Carolina Department of Environmental Quality the completed and signed application had to be submitted no later than May 2, 2022. The Board of Commissioners approved a resolution on April 18, 2022, for the County Manager to sign the application and make subsequent submittals required by the application.

### **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 ratify attached Brunswick County Grant Application Evaluation Form.

### **ATTACHMENTS:**

### Description

- D Utilities Grant Resolution Longwood Road Attach 1
- **D** Utilities Grant Evaluation Form Attach 2
- D Utilities NCDEQ Spring 2022 Application Signed Attach 3



APPROVED

### **Brunswick County Board of Commissioners ACTION AGENDA ITEM** April 18, 2022

(John Nichols, PE - Director of Public Utilities)

Utilities - ARPA Grant Application Resolution Longwood Road

From: John Nichols, P.E.

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

(ARPA) Grant Program.

Request that the Board of Commissioners approve the resolution and authorize the County Manager to sign the application to the North Carolina Department of Environmental Quality American Rescue Plan Act

Action Item # V. - 12.

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

Commissioners resolve to submit an application to the North Carolina Department of Environmental Quality American Rescue Plan Act (ARPA) Grant Program to construct a project to extend sewer service to the Waccamaw Elementary School located in Ash North Carolina. The project will allow the aging wastewater treatment facility located at the school to be decommissioned and the wastewater to be transferred to the County's treatment facility via a transmission force main along Longwood Road. A collections system will also be constructed within Qualified Census Tract 205.05 providing service to under-served areas along Longwood Road. The resolution authorizes the County Manager to execute and file the application on behalf of Brunswick County and authorizes staff to furnish such information as the appropriate state agency may request in connection with the applications or the projects.

### **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

### **Approved By County Attorney:**

### **Advisory Board Recommendation:**

Not applicable.

### **County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the resolution and authorize the County Manager to sign the application to the North Carolina Department of Environmental Quality American Rescue Plan Act (ARPA) Grant Program.

### ATTACHMENTS:

Description

Utilities - Grant Resolution - Attach 1 D





### **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of wastewater collection and transmission systems, and

WHEREAS, the Brunswick County has need for and intends to construct a wastewater collection and transmission system project described as The Longwood Road Forcemain Project, and

WHEREAS, the Brunswick County intends to request State loan and/or grant assistance for the project,

### NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BRUNSWICK **COUNTY:**

That Brunswick County, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Steve T. Stone, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18th of April 2022 at Brunswick County, North Carolina.

Randy Thompson, Chair Board of Commissioners

ATTEST:

Daralyn Spivey NCCCC Clerk to the Board

### CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_\_ day of \_\_\_\_\_\_.

(Signature of Recording Officer)

(Title of Recording Officer)

End

# Original

# **Clerk to the Board of Commissioners**

# Routing Sheet for Board Action

### Date of Meeting: 4/18/2022

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 $Ref: {\tt Utilities} \mbox{ - ARPA Grant Application Resolution Longwood Road}$ 

	Received by Clerk's Office	Date Received: <u>4/13/2022</u>	# Originals:2
$\overline{\Delta}$	Approved by Board of Commi	ssioners	
$\square$	Filed & Sent to Dept.	Date Sent:	# Originals:
	Received by Department	Date Received:	# Originals:
	Signature of Recipient:		

\*Upon completion of this routing sheet, please make a copy for your records and interoffice this routing sheet to Daralyn Spivey in the Clerk's Office\*





### **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of wastewater collection and transmission systems, and

WHEREAS, the Brunswick County has need for and intends to construct a wastewater collection and transmission system project described as The Longwood Road Forcemain Project, and

WHEREAS, the Brunswick County intends to request State loan and/or grant assistance for the project,

### NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BRUNSWICK **COUNTY:**

That Brunswick County, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Steve T. Stone, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18th of April 2022 at Brunswick County, North Carolina.

an A Randy Thompson, Chair

Board of Commissioners



### CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Brunswick County Board of Commissioners does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Brunswick County Board of Commissioners duly held on the <u>15</u> day of <u>April</u> 20.22; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of <u>April</u> 20 22.

(Signature of Recordin

(Title of Recording Officer)

County of Brunswick Office of the County Commissioners



### **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of wastewater collection and transmission systems, and

WHEREAS, the Brunswick County has need for and intends to construct a wastewater collection and transmission system project described as The Longwood Road Forcemain Project, and

WHEREAS, the Brunswick County intends to request State loan and/or grant assistance for the project,

### NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF BRUNSWICK **COUNTY:**

That Brunswick County, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

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That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18th of April 2022 at Brunswick County, North Carolina.

mitt Thompson, Chair Randy

Board of Commissioners

ATTEST: Daralyn Spivey Clerk to the Board



### CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Brunswick County Board of Commissioners does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Brunswick County Board of Commissioners duly held on the <u>18</u> th day of <u>April</u> 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this <u>18</u> day of <u>April</u>.

(Signature of Recording Offi cer)

(Title of Recording Officer)



# **BRUNSWICK COUNTY** Grant Application Evaluation Form

Lead Department:			Date:			
runswick County Public Utilities		April 26, 2022	April 26, 2022			
Department Head:		-	Department Contact for Grant:			
		Brent Lockamy				
Co-Applicants / Other	Participa	ting Departments/Agenc	ies/Community Organi	zations:		
N/A						
Grant Title: Longwood-Whiteville	Sewer Pro	oject				
Funding Organization North Carolina Departs		nvironmental Quality				
Grant Period/Term: Grant Amount:  Very Grant		A 🗌	Recutring	Grant		
funds must be expended by Decen	nber 31, 2026	\$ 14,956,200.00	Multi-Year Gra	Multi-Year Grant? Ves No		Contraction of the second s
Matching Funds?	] Yes	If Yes, Amount:	In Kind			
<ul> <li>✓</li> </ul>	] No	\$	Cash			
			Other			
Whiteville Road (NC 130) and Long areas are aged and failing and are su grant, the County proposes to install	xpand wastewa wood Road (N bject to numero a new force ma	ter services to a disadvantaged/underser C 904) are utilizing private septic system ws Notices of Violation (NOV) from the ain along Longwood Road, and subseque	ns as they do not have access to sewe Brunswick County Environmental F ently offer collection systems to whic	r services. Ma lealth Departn	any of the septionent. Using fur	c systems in these iding from this
	Califaw School	WWTP which has been the subject of N Program Duplication				
Will this project in an	y way du	plicate or compete with a		Ye	s 🖌 No	Possibly
		k County, another local a				_ •
	support	for a mandated service?		Ye	s 🖌 No	
Can we capitalize on t facility needs?	his fundir	ng to meet current and/or	future equipment or	✓ Ye	s 🗌 No	<u>.</u>
Will this grant result in		-	<b>,</b>	Ye	s 🖌 No	
local, or tribal funds f	for an acti	e, local, or Tribal Govern ivity specifically because ailable) to fund that same	federal funds are			
					0. <b>19 3.</b> 19 3. 19 10 10 10 10 10 10 10 10 10 10 10 10 10	

Additional Grant Considerations				
Can the scope of work be completed within grant time frame allotted?	~	Yes	No	Possibly
Can the requirements of this grant be met with current staffing levels?	~	Yes [	No	Possibly
Will new positions be requested (or expiring grant funded positions extended)?	' þ	Yes [	✓ No	
If Yes, how many new positions will be funded by the grant?	_		new po	sitions
How many existing positions will be funded by the grant?	_		existing	g positions
Will the grant create a program or require any County commitment for funding after grant funding ends?		Yes	No	
Will the grant contain subcontracts/sub awards or contractual services? If Yes, blease explain:		Yes	No	
Description of items or services to be purchased with funds:				
Will any items purchased with grant funds revert back to the granting agency?	If		✓ No xplain	
s funding received in advance or on a reimbursement basis?	+	In Ac	lvance	

I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

Department Head Signature

Director of Fiscal Operations

County Manager

2022

4-27-22

Date

Da

Approved by County Manager Requires BOCC (Agenda Item Needed)

### North Carolina Department of Environmental Quality Division of Water Infrastructure





**Spring 2022 Application for Funding** 

(Last updated: February 2022)

Grants and low-interest loans are available for drinking water and wastewater infrastructure construction and study projects. Complete and submit this application, along with required additional forms, to the Division of Water Infrastructure for consideration. Spring 2022 application due date is <u>May 2, 2022</u>.



Instructions begin on the next page.

DEQ	Applica	tment of Env Water Infras ation for Fun	structure ding	Quality
1. General Info	mation	Market States		
Applicant Name			County	DUNS Number
Project Name			Federal Tax ID =	PWSID # (if spplicable)
	wer District District Other (Specif wer Authority	ater Corporation	Total Project Co:t	Funding Amount Requested
Merter Reti	ery and Assessment (AIA) Grant onalization Feasibility (MRF) Grant tion Planning Grant (without construc-	·→ □	traction Project Drinking Water Wastewater CW3RF Green Pro- stormwater BMP, r	jeft: stream restoration, eclaim water
These questions wi grants, and principa 1. I am willing to 2. I will <u>only</u> acco Enter 50 (fyou 3. Because of	ding Offer (for Construction Proje be used to identify the best funding forgiveness is available from the accept funding the includes federal c pt a funding offer (foan and or gran) are willing to accept a loon offer will be potential hardship related to a Stat	fit. Funding from the ste Revolving Funds conditions. I Yes if a minimum of S & no grant or princip te Revolving Fund a	No is offered as a p ral forgiveness. ad or State Reserve P	rant or principal forgeveness rogram loan, this application
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Application form is attached after the Instructions. Additional forms required for completing an application are available on the Division of Water Infrastructure's <u>application page</u>. (This page intentionally left blank.)

# Instructions for Completing the NC DEQ Division of Water Infrastructure Application for Funding

(Last updated: February 2022)

The following instructions relate to completing the application for funding for infrastructure programs offered by the Division of Water Infrastructure (the Division), attached below. Please follow these directions when completing the form. In some cases, the instructions may refer you to the Division's <u>application page</u> for additional information that may be helpful. Such cases are noted below.

### Section 1 – General Information

This section contains information the Division will need to process your application. Complete each blank as directed below.

- **Applicant Name** Provide the official name of your local government unit (LGU) or utility (e.g., Town of Anytown, Bixby Sanitary District).
- County List the county in which your LGU or utility is located.
- **DUNS Number** Use <u>www.sam.gov</u> to find your DUNS number. Make sure your number is up to date.
- Federal Tax ID # Needed for loan and/or grant disbursement purposes.
- **PWSID** # Needed for <u>all drinking water projects</u>.
- **Project Name** Enter a project name that is short yet captures the nature of your project.
- **Total Project Cost** Please enter the cost of <u>the entire project</u>. Note: This cost might vary from (but will not be less than) the Funding Amount Requested.
- Funding Amount Requested Enter the amount of funding you are requesting. <u>Failure to provide this</u> information will result in an incomplete application, which will not be eligible for consideration.
- Funding Type(s) Requested Check the box(es) that are appropriate for the project type for which you
  are requesting funding. Note: Asset Inventory and Assessment (AIA) grants, Merger/Regionalization
  Feasibility (MRF) grants, and pre-construction planning grants (without construction) must be separate
  applications from each other and from construction project applications. Construction projects may
  include pre-construction planning costs and do not need a separate pre-construction planning grant
  application. Note: CWSRF Green Project (stream restoration, stormwater BMP, reclaim water)
  construction project applications will be reviewed according to the Priority Rating System for
  Wastewater Projects.
- Acceptance of Funding Offer (for Construction Projects only) Answer the questions as described below if applying for construction projects. Responses to these questions will determine for which funding program(s) the project is eligible. Note: Community Development Block Grant-Infrastructure funding is not available in the Spring 2022 application round, but will be available for Fall 2022.
  - 1. Answer this question as "Yes" if you are willing to take on funding that contains federal requirements.
  - 2. The Division may offer a combination of grants (or principal forgiveness) and/or low-interest loans to applicants. Enter the <u>minimum amount you require in grant or principal forgiveness funding</u> to accept any funding offer from the Division for this application. Enter \$0 if you are willing to accept a loan-only offer. If the desired amount of grant funding is available, the Division will offer grant

funding up to the full amount for which the applicant is eligible, including above the stated minimum request if applicable. Selecting a lower acceptable amount than what you may be eligible for does not reduce your potential grant offer if funds are available. Selecting too high of an acceptable amount risks the possibility of not being offered any funding if there are insufficient grant funds available to meet your desired minimum. If grant funding cannot be offered to meet your requested minimum, no funding offer (loan or grant) will be made.

Provide a copy of the Affordability Calculator (available on the Division's <u>application page</u>) or handwritten affordability calculations as part of the application package.

3. While American Rescue Plan Act (ARPA) State Fiscal Recovery Fund grants are available, applicants that have already been awarded a State Revolving Fund loan and/or State Reserve Program loan for a construction project may apply for a grant to replace the loan portion of the existing project. Projects that have already received disbursements are not eligible. If the application project is an existing project with an awarded loan but has not yet received disbursements, check this box, provide the amount of the awarded loan, the project name, and the project number, and complete the rest of the application for the construction project. The application will be reviewed among all other applications. The score sheet of the project's previous application that received a loan award is available upon request to assist with completing this application.

### Section 2 – System Parameters

This section contains information related to drinking water and wastewater system parameters, which is used across all programs. Please complete all blanks unless otherwise noted.

- Residential and Non-Residential Sewer and Water Connections Follow the guidance found in Line Item 4.A of the *Priority Rating System Guidance and Form for Division of Water Infrastructure Construction Funding Programs* (Priority Rating System guidance, available on the Division's <u>application</u> <u>page</u>). For wastewater applications, count only sewer connections. For drinking water applications, count only drinking water connections. Include only existing connections; do not include number of new connections resulting from the project.
- Monthly Water and Sewer Bills per 5,000 gallons If your system offers it, provide the monthly bills for 5,000 gallons per month of use for <u>both water and sewer</u>. These rates are (1) used to calculate Line Item 3.B operating ratio eligibility via rates to median household income; (2) used to determine points in Line Item 4.B; and (3) used to determine grant / principal forgiveness eligibility for some funding programs. See Line Item 4.B in the Priority Rating System guidance (or Line Item 4.G in the CDBG-I Priority System Rating guidance) for more information about what is needed for this parameter.

### Sections 3, 4, and 5 – Applicant, Application Preparer, and Engineer Contact Information

Complete this section with all pertinent information. The following bullet points contain specific information.

- Authorized Representative Name This name must match the name listed on the Resolution by Governing Body of Applicant.
- **Mailing Addresses** Provide the mailing address where the Applicant, Preparer, and Engineer receive mail. For example, if you have a PO Box, provide this information rather than your physical address.

**Note:** Zip codes between PO Boxes and physical addresses may vary. If using a PO Box to receive mail, <u>use the zip code that matches the PO Box</u>.

• Engineer Contact Information – If your Application Preparer is the same as the Engineer Contact, check the No box. Section 5 may then be left blank. If the answer is Yes, provide the appropriate information.

### Section 6 – Project Description

In this section, provide a brief description of the proposed project in a broad level of detail. Include the project purpose and what the project entails (e.g., rehabilitation of 2,000 l.f. of sewer, construction of a new well). Include information such as types of equipment to be included, capacity of equipment, estimates of line length, street names for sewer or waterline work, and/or neighborhoods where work will occur. <u>Descriptions of the work related to the major line items in the Project Budget (Sections 8a and 8b) must be included in the project description</u>. For example, if 2,000 l.f. of 4-inch, 3,000 l.f. of 6-inch, and 4,000 l.f. of 8-inch pipe are listed in the project budget, they must be listed in the project description.

Expenses such as pre-construction expenses, rate studies, and training may be included in construction projects. Rate studies and training may also be included with AIA and MRF grant applications. If any of these items are part of the project, please include in the project description and specify how they are directly related to the construction or study project. For training, reimbursement will occur only for registration and mileage costs.

A construction project that is primarily (at least 75% of the Project Budget) to connect existing residences in disadvantaged, underserved areas that voluntarily choose to connect to the water and/or wastewater utility replacing on-site service to the residence, is eligible for a specific portion of the ARPA funds<sup>1</sup>. Please specify in the project description if the application is for this type of construction project. Include a description of the project, specifying the streets in which connections will be made, and provide documentation to show that the area is disadvantaged and underserved. Documentation may include screenshots/printouts of <u>NC DEQ's</u> <u>Community Mapping System</u> and the project area(s) identified overlapping "Potentially Underserved Block Groups 2019"<sup>2</sup> or "Tribal Boundaries" that appear on the online map as purple and orange shaded areas, respectively. If the project area does not fall within a "Potentially Underserved Block Group" or "Tribal Boundary" layer on the Community Mapping System, but you believe the community is historically underserved or disadvantaged, please provide a paragraph explaining what factors would qualify this community as disadvantaged/underserved<sup>3</sup>. Connection/tap-on fees and capacity/system development fees must be covered by the Funding Request Amount and included in the Project Budget (Section 8a), since they will not be charged to the residents.

If your project will add new connections to the water and/or wastewater system, please estimate the number of new connections in this section.

For construction projects and pre-construction planning grants only: check the appropriate box(es) if the project is a result of a study grant (Asset Inventory and Assessment grant and/or Merger/Regionalization Feasibility grant) previously awarded by the Division. If neither is the case, check None of the Above.

<sup>&</sup>lt;sup>1</sup> Eligibility for grants from the American Rescue Plan Act (ARPA) State Fiscal Recovery Funds will be determined according to the ARPA Administration Plan that is available on the <u>Division's webpage</u>.

<sup>&</sup>lt;sup>2</sup> Potentially Underserved Block Groups are determined based on racial/ethnic composition and poverty rate, where (1) the share of nonwhites and Hispanic/Latino (of any race) within the community is over 50 percent or is at least 10 percent higher than the county's or state's share, and (2) the share of community population experiencing poverty is over 20 percent or is at least five percent higher than the county's or state's share.

<sup>&</sup>lt;sup>3</sup> Factors may include demographic, historical, cultural, linguistic, or low-wealth factors, existing contamination, or other relevant considerations.

### Section 7 – Additional Information for Consideration

In some situations, a project's purpose may not be listed as eligible for points under Category 1 of the Priority Rating System. In these situations, you may use the *Supplemental Guidance for the Ranking of Applications and Providing Additional Information for Consideration* found on the Division's <u>application page</u>. Please note the following related to this section:

- This section does not apply to the Drinking Water State Revolving Fund program.
- Information for this section must fit into the space provided.

### Section 8 – Project Budget

Complete the project budget for your project as discussed in Section 8a and Section 8b.

Complete Section 8a for construction projects or pre-construction planning grants. If the project includes related training and/or rate study costs, include those in Section 8b.

Complete Section 8b for Asset Inventory and Assessment grants, Merger/Regionalization Feasibility grants, and training and/or rate study components to other projects.

### Section 8a – Project Budget for Construction Projects and Pre-Construction Planning Grants only

Complete the project budget by addressing the categories provided in the table (insert rows as needed). Total the cost amount for each line and provide the total cost amount. Please note the following related to this section:

- Project budget is required for construction projects and pre-construction planning grants.
- If applying only for a pre-construction planning grant (without construction), complete the Engineering Costs and Administration Costs sections of the budget.
- If applying for a construction project, include the pre-construction planning costs in the budget. You do <u>not</u> need to apply for a separate pre-construction planning grant.
- If your project will connect residences in disadvantaged, underserved communities that voluntarily choose to connect to the water or wastewater systems, specify the line items (or the portions of the line items) that will be part of this portion of the project, and complete the Compensation for Connection Fees and System Development Fees line. Total should be at least 75% of the project budget in the Division Funding Requested column to potentially qualify for a specific portion of ARPA grant funds.
- The project budget must be signed and sealed by a properly licensed Professional Engineer (PE). <u>If you</u> <u>do not provide a PE signature and seal on the budget, the application will be incomplete.</u>

### <u>Section 8b – Project Budget for AIA and MRF grants, and training and/or rate study components to other</u> <u>projects</u>

Provide basic aspects of the AIA or MRF study costs. For example, if applying for an AIA grant, some budget items might include the following: (1) mapping of collection system, (2) condition assessment, and (3) grant administration. Note: AIA and MRF applications must be separate applications from each other and from construction projects.

Training and/or rate studies may be components of a construction project, pre-construction planning grant, AIA, and/or MRF project. If so, specify the training and/or rate study costs in this section (and exclude from Section 8a, if applicable). Training and rate studies must be related to the project. Training is limited to \$2,000 per applicant and covers registration and mileage costs for governing board officials and utility staff.

### **Certification by Authorized Representative**

The Authorized Representative must read and initial in the space beside each question. If not applicable, use N/A.

### **Completeness Checklist**

When putting together the application package, initial to show that the information is in the package. **Incomplete applications will not be eligible for consideration**.

### **Submittal Information**

- Submit each application copy in a bound format (e.g., report cover with fasteners, plastic report combs, spiral or 3-ring binders).
- Number of copies to submit:
  - Send one (1) original and one (1) electronic copy of the application (on USB drive/CD/DVD).
- Delivery Method
  - All applications must be in the Division's offices by 5 PM the day of application deadline. <u>No</u> <u>exceptions</u>.
  - If mailing, allow at least two weeks for delivery to the Mail Service Center address shown on the application. The Division recommends certified mail. Please call the Division's offices to ensure that your package has been received.
  - If courier delivery or hand delivering, please use the physical address listed on the application. If courier delivery, verify that your package has arrived.

### **Application Signature**

The Authorized Representation must sign the application. An application without this signature will be considered incomplete and will not be eligible for consideration.

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			structure nding	uality
1. General Infor	mation			
Applicant Name			County	<b>DUNS</b> Number
Brunswick County			Brunswick	MJBMXLN9NJT5
Project Name			Federal Tax ID #	PWSID # (if applicable)
Longwood-Whitevi	lle Sewer Project		56-6000278	
	wer Authority		Total Project Cost \$14,956,200	Funding Amount Requested \$14,956,200
Merger/Regio	equested ory and Assessment (AIA) Grant onalization Feasibility (MRF) Grant tion Planning Grant (without constructio		struction Project Drinking Water Wastewater CWSRF Green Proj stormwater BMP, re	ect: stream restoration, sclaim water
<ul> <li>These questions will grants, and principa</li> <li>1. I am willing to</li> <li>2. I will <u>only</u> acce <i>if you are willin</i></li> <li>3. Because of the seeks to replace to replace to the seeks to the seeks to replace to the seeks to</li></ul>	ding Offer (for Construction Projects I be used to identify the best funding fit. I forgiveness is available from the State accept funding that includes federal conc pt a funding offer (loan and/or grant) if a g to accept a loan offer with no grant or he potential hardship related to a State R ace the \$ loan awarded to the Inse ready received disbursements are not elig	Funding from the Revolving Fund litions. Yes minimum of \$ <u>C</u> principal forgin Levolving Fund a rt Project Name	s. No is offered as a grant of <i>veness</i> . and/or State Reserve Pr	r principal forgiveness. Enter \$0
2. System Para	neters			
	idential Sewer Connections		Residential Wa	ter Connections
	22,071		N	J/A
Non-R	esidential Sewer Connections			Water Connections
	2,452			I/A
Month	ly Sewer Bill per 5,000 gallons			ill per 5,000 gallons
	\$52.00 Percentage of Utility Bills Co	llected and R		6.75 tages
<b>Yea</b> 2019	Percentage of U			ate Increase Percentage N/A
2020	) 99	9.91%		-3.50%
202	99	9.93%		0.00%

3. Applicant Contact Information	
Authorized Representative Name:	Steve Stone
Authorized Representative Title:	County Manager
Mailing Address Line 1:	Post Office Box 249
Mailing Address Line 2:	
City:	Bolivia
State:	North Carolina
Zip Code:	28422
Physical Address Line 1:	30 Government Center Drive
Physical Address Line 2:	
Physical Address City:	Bolivia
Physical Address State:	North Carolina
Physical Address Zip Code:	28422
Phone Number:	(910) 253-2016
E-Mail Address:	Steve.stone@brunswickcountync.gov
4. Application Preparer Contact Information	
Firm Name:	The Ferguson Group
Contact Name:	Gabrielle Bronstein
Mailing Address Line 1:	1901 Pennsylvania Avenue NW, Suite 700
Mailing Address Line 2:	
City:	Washington
State:	District of Columbia
Zip Code:	20006
Physical Address Line 1:	Same as Above
Physical Address Line 2:	
Physical Address City:	
Physical Address State:	
Physical Address Zip Code:	
Phone Number:	(202) 264-9910
E-Mail Address:	gbronstein@tfg.net
5. Engineer Contact Information	
Is the engineering firm different from the application preparer?	
Engineering Firm Name:	Brunswick County
Contact Name:	Brenton Lockamy, PE
Mailing Address 1:	Post Office Box 249
Mailing Address 2:	
City:	Bolivia
State:	North Carolina
Zip Code:	28422 250 Creat Water Bood NE
Physical Address Line 1:	250 Grey Water Road NE
Physical Address Line 2:	Cumulu .
Physical Address City:	Supply North Coroline
Physical Address State:	North Carolina
Physical Address Zip Code:	28462
Phone Number:	(910) 253-2460
E-Mail Address:	Brent.lockamy@brunswickcountync.gov

### 6. Project Description (see Instructions)

Brunswick County is proposing to expand wastewater services to a disadvantaged/underserved area of the County within a designated distressed census tract (see Figures 1 and 2). Currently, residents in the rural neighborhoods adjacent to Whiteville Road (NC 130) and Longwood Road (NC 904) are utilizing private septic systems as they do not have access to sewer services. Many of the septic systems in these areas are aged and failing and are subject to numerous Notices of Violation (NOV) from the Brunswick County Environmental Health Department (see Figure 3 and Appendix 1).

Using funding from this grant, the County proposes to install a new force main along Longwood Road, and subsequently offer collection systems to which residents can connect. Approximately 11,500' of 8" sewer transmission force main and 40,000' of 16" transmission sewer force main (sizing to be determined during design) is planned to service this area (see Figure 2) which will begin at the Waccamaw School wastewater treatment plant (WWTP) and terminate at the existing 24" County force main at US Highway 17. In addition, approximately 16,500 linear feet of 2" collection system line, approximately 200 grinder pumps, and an anchor lift station are planned as part of the collection system for this initiative. The primary focus of this project is to provide voluntary residential connections for approximately 200 residences within the disadvantaged and underserved area.

As part of this project, the County will also take over sewer services for the Waccamaw School WWTP which is currently operating as a sand-filter bed treatment system and has also been the subject of NOVs. While the Waccamaw School WWTP property lies just outside of the designated distressed census tract, it has historically served the distressed community and will continue to do so. Once sewer services are extended to the Waccamaw School WWTP and the surrounding area via the new force main line, the County will decommission the Waccamaw School WWTP, eliminate the existing National Pollution Discharge Elimination System (NPDES) permit, and divert the existing flow to the Ocean Isle Beach WWTP, one of its six wastewater treatment plants.

Esti	imated number of new connections served by project (if applicable):	200	
For	Construction Projects and Pre-Construction Planning Grants only:		
	The proposed project is a result of an Asset Inventory and Assessment	Grant previously awarded by the Division?	
	The proposed project is a result of a Merger / Regionalization Feasibili	ty Grant previously awarded by the Division?	
$\boxtimes$	None of the above.		
7.	Additional Information for Consideration		
	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
---	-------------------------------	--	-------------------
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
Construction Costs			
8" sewer force main (11,500')	1,253,500		
16" sewer force main (40,000')	9,120,000		
2" Collection system (16,500lf) grinder pumps	1,330,000		
Lift Station	300,000	*****	
Decommissioning School Plant	10,000		
Contingency (10% of construction costs):	1,201,350		
Construction Subtotal:	13,214,850		-
Engineering Costs			
Engineering Design	1,000,350	94 PF684 P661 1 11 11 11 11 11 11 11 11 11 11 11 1	
Permitting	10,000		-
Land Surveying Costs	27,000		
Engineering Subtotal:	1,037,350		
Administration Costs			-
Planning (pre-construction costs)			-
Easement Preparation			-
Engineering Report Preparation			
Environmental Documentation Preparation (if applicable)			-
Legal Costs			
Compensation for Connection Fees and System Development Fees that will not be charged after connecting residences in disadvantaged, underserved areas (if applicable) – 200 homes @ \$4,000/home	664,000		
Project Funding Administration (if applicable)	40,000		
Other:			-
Other:			
Administration Subtotal:			
TOTAL PROJECT COST:	14,956,200		
A Professional Engineer signature and seal for the estimation the stimation to be consider			

8b. Project Budget (for AIA and MRF grants, and training and/or rate study components to other projects)			
N/A	Division Funding Requested		
TOTAL DIVISION I	FUNDING REQUESTED:		

(OVER)

#### **Certification by Authorized Representative**

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the Applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signature at the end of this application, he/she further certifies that:

> as Authorized Representative, he/she has been authorized to file this application by formal action of the 1. governing body;

2. the governing body agrees to provide for proper short-term and long-term maintenance and operation of the approved project after its completion;

3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;

the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and 4. charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principal and interest on loans (if applicable) of the project;

the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's 5. most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State;

the Project Budget for construction projects and pre-construction planning grants provided in this application 6. form (if applicable) includes all funding requested from all sources of funding proposed for this project;

the (Town or County), North Carolina is organized and chartered under the laws of North Carolina, or the 7. special purpose unit of local government is incorporated under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Public officers or employees benefiting from public contracts; exceptions." (For units of local government only. All others should initial "N/A");

8. the Applicant acknowledges that all loans, and Viable Utility Reserve grants, are subject to approval by the Local Government Commission;

the Applicant acknowledges that, in accordance with G.S. 120-157.2, for local government debt to be issued 9. greater than \$1,000,000, the local government must report to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission (For units of local government only. All others should initial "N/A"); and

10. if the Applicant receives a grant with American Rescue Plan Act (ARPA) State Fiscal Recovery Funds, the Applicant acknowledges and accepts the following conditions:

- a) all ARPA project funds must be reimbursed by December 31, 2026;
- b) project funds will not be used to pay existing debt or as a match for other federal funds;

c) if the project is also funded with other federal funds, the federal requirements of the other funds will apply to the ARPA funds; and

d) for projects receiving ten million dollars or more in ARPA funding: recipients must certify or provide plans and reports meeting federal requirements on reporting on prevailing wage rates, project labor agreements, and related information as specified in the U.S. Treasury's Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (pages 21-22).

the the the

 Completeness Checklist

 In addition to this application, the following items must be included for a complete application package. Incomplete applications will not be considered. Please initial that each item is included in this submittal.

 M
 Resolution by Governing Body of Applicant with Certification by Recording Officer\*

 Mater & Sewer Financial Information Form\*

 Fund Transfer Certification\*

 Applicable Priority Rating System Form\* with supporting narratives and documentation

 Aff

 Current rate sheets in effect on application deadline (for both water and sewer, or for water or sewer depending on the utility service)

 PE Seal on project budget (construction projects and pre-construction planning grants only. All others initial "N/A")

 M

 Supporting documentation/maps for construction projects that connect residences in disadvantaged, underserved areas to water/wastewater utility (if applicable. If not applicable, initial "N/A")

\* Forms and templates are available separately on the Division's website.

#### \*\* For each application, please provide copies that are <u>bound</u> (e.g., report cover with fasteners, plastic report combs, spiral or 3-ring binders). No paper clips, staples or binder clasps. \*\*

#### **Submittal Information**

• Send one (1) original hard copy and one (1) electronic copy of the Application.

Send complete Application package to:

Mailing Address<sup>†</sup> (US Postal Service *only*) Division of Water Infrastructure 1633 Mail Service Center Raleigh, NC 27699-1633

#### onic copy of the Application.

Physical Address (FedEx, UPS)<sup>‡</sup> Division of Water Infrastructure – 8<sup>th</sup> Floor, Archdale Building 512 North Salisbury Street Raleigh, NC 27604 919.707.9160

<sup>†</sup>Please allow two weeks for delivery if mailing via the US Postal Service.

<sup>‡</sup>For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

#### **Application Signature**

Please note: original signatures are required for each application.

#### SIGNATURE OF AUTHORIZED REPRESENTATIVE

Steve Stone

County Manager TYPED TITLE



#### Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

Clerk to the Board - NC DOT Update Presentation

From: Daralyn Spivey

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

Request the Board of Commissioners hear a presentation from NC DOT Division Engineer Chad Kimes regarding projects and budgets.

Action Item # VI. - 1.

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

Due to the amount of building activity in Brunswick County, Mr. Kimes has requested to update the Board.

#### **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:** Yes

#### **County Manager's Recommendation:**

Recommend that the Board of Commissioners hear a presentation from NC DOT Division Engineer Chad Kimes regarding projects and budgets.

#### **ATTACHMENTS:**

Description

**D** NC DOT Presentation



#### **NORTH CAROLINA** Department of Transportation

# NCDOT Update

Chad Kimes, PE – Division Engineer, Division 3





Today's Topics

- STIP Update
- Project Updates
- Future Project Planning
- NCDOT Division 3 Contacts
- Discussion



# **STIP Update**

## What is the STIP?

The STIP is NCDOT 's 10 Year Program = State Transportation Improvement Program

Projects include improvements to:

- Highways
- Bike/Ped Facilities
- Ferry Systems
- Aviation
- Public Transit
- Rail



NCDOT 2020-2029 Current STIP

September 2021

# **Revenue Background**

## Infrastructure and Investments Jobs Act (IIJA) Overview Impact to NCDOT

- IIJA funds will help NCDOT delay fewer projects impacted by increasing material, right -of-way and labor costs.
- This federal investment will help offset some of these cost increases and support NCDOT 's efforts to build resilient infrastructure and enhance all modes of transportation.
- It's too early to tell how the funding will impact specific projects.
- As required by law, NCDOT uses a transparent, systematic and data-driven process for prioritizing transportation projects.
- NCDOT is committed to partnering with local communities and planning organizations to find and deliver solutions that reflect the needs of each community.

## Infrastructure and Investments Jobs Act (IIJA) Overview

- At least \$410 million in new funding each year for next five years for highways, bridges, and transit. Increases highway funding by 21% and transit funding by 30%.
- Highways: \$1.5 billion increase for highways over five years. Projects will improve safety and mobility. Includes new carbon reduction and protect program (resiliency).
- Bridges: \$457 million over five years (~\$90 million a year) for bridge replacement and repairs. Seeks to repair and replace bridges in poor condition.
- Electric Vehicle Charging: \$109 million over five years
- Appalachian Development Hwy System: \$83 million over five years

## P6.0 Funding Availability

**Available** 

Funding

\$8.7B

# **Before** IIJA – Committed Projects Only

Statewide Mobility		Regional Impact		
ailable Inding	Programming Status	Region	Available Funding	Programming Status
68.7B	\$4.70B Over	 A (D1 & D4)	\$542.0M	\$325.8M Over
		B (D2 & D3)	\$787.1M	\$525.9M Over
		C (D5 & D6)	\$1.44B	\$627.6M Over
		D (D7 & D9)	\$1.08B	\$635.9M Over
		E (D8 & D10)	\$1.35B	\$1.05B Over
		F (D11 & D12)	\$721.7M	\$578.5M Over
		G (D13 & D14)	\$560.8M	\$1.07B Over
			REG T	otal: \$4.81B Over

**Division Needs** 

Division	Available Funding	Programming Status
1	\$466M	\$188.2M Over
2	\$466M	\$266.9M Over
3	\$466M	\$33.9M Over
4	\$466M	\$88.6M Under
5	\$466M	\$281.0M Over
6	\$466M	\$71.8M Over
7	\$466M	\$42.1M Over
8	\$466M	\$177.1M Over
9	\$466M	\$65.5M Over
10	\$466M	\$146.7M Over
11	\$466M	\$94.5M Over
12	\$466M	\$253.2M Over
13	\$466M	\$368.9M Over
14	\$466M	\$181.6M Over

### Available funding based on 2024-2033 timeframe Total Overprogramming = \$11.69B

As of October 19, 2021. Available Funding reflects accounting for 3% inflation. Programming Status Amounts are compared to 100% of budget.

## P6.0 Funding Availability

## After IIJA – Committed Projects Only

Available Funding	Programming Status
\$10.6B	\$3.36B Over

**Statewide Mobility** 

#### **Regional Impact**

	Region	Available Funding	Programming Status
	A (D1 & D4)	\$647.5M	\$383.2M Over
	B (D2 & D3)	\$919.2M	\$428.6M Over
Τ	C (D5 & D6)	\$1.78B	\$297.1M Over
	D (D7 & D9)	\$1.33B	\$596.7M Over
	E (D8 & D10)	\$1.67B	\$756.5M Over
	F (D11 & D12)	\$881.0M	\$455.7M Over
	G (D13 & D14)	\$676.1M	\$982.2M Over
		DEC	

REG Total: \$3.9B Over

### Available funding based on 2024-2033 timeframe Total Overprogramming = \$8.0255 B

As of January 25, 2022. Available Funding reflects accounting for 3% inflation. Programming Status Amounts are compared to 100% of budget.

Div	ieio	n N	eed	C
	1210			0

Division	Available Funding	Programming Status
1	\$569.7M	\$129.5M Over
2	\$569.7M	\$190.3M Over
3	\$569.7M	\$18.7M Under
4	\$569.7M	\$223.2M Under
5	\$569.7M	\$172.4M Over
6	\$569.7M	\$87.4M Under
7	\$569.7M	\$65.4M Under
8	\$569.7M	\$85.3M Over
9	\$569.7M	\$31.6M Under
10	\$569.7M	\$68.8M Over
11	\$569.7M	\$102.4M Under
12	\$569.7M	\$234.0M Over
13	\$569.7M	\$325.7M Over
14	\$569.7M	\$88.2M Over

DIV Total: \$765.5M Over

## **Previous Project Holds**

Projects being put on hold beginning in August 2019 were due to NCDOT's efforts to restore our cash balances

Storms

Map Act

Reduced Revenues from Covid

Current P6.0 Suspension is due to rising construction costs NOT cash balances



**Resurfacing Update** 

### Resurfacing NC 130, NC 179 Business & Various Secondary Routes; Contract executed: March 2022; Est Completion April 2023



#### Source: NCDOT ArcGIS

F

https://ncdot.maps.arcgis.com/apps/dashboards/d967e1f18d1c41aca2f260fb630a4c64

## **Bridges**

Replacements B-4439 Bridge 100 over Muddy Branch on SR 1342 (Anticipated Let date 5/26/22) B-5996 Bridge 126 over Cawcaw Swamp on SR 1300 (Anticipated Let date 6/16/22) B-5629 Bridge 40 over Mills Creek on SR 1515 (Anticipated Let date 1/19/2023) BR-0160 Bridge 15 over the Calabash River on NC 179 Business (Anticipated Let date 7/18/2023)

# BR-0139 - NC 133 Bridges

### LET January 2023



## **Active Construction**

Safety Project – W-5601GA and W-5703H: Intersection Improvements Anticipated completion date: December 2023

Widening Project – R-5021: 2 lane to 4 lane corridor; Anticipated completion date: March 2027  Safety Project – W-5601GA and W-5703H – Intersection Improvements US 17 at SR 1165 (Thomasboro Road)/SR 1304 (Pea Landing Road), US 17 at SR 1303 Hickman Road NW Started construction in April Estimated completion date Dec 2023



# W-5703H – US 17 at Hickman Rd and SW Middleton Ave

Estimated Completion Dec 2023



# W-5601GA – US 17 at Thomasboro Rd/Pea Landing Rd

Estimated Completion Dec 2023



# R-5021 – Construction Plan

Phased Construction Estimated completion March 2027 !



### 

### ncdot.gov

# **R-5021 – NC 211 Widening**

### NC 906/Midway Rd to NC 87 – Awarded! - \$217M



### ncdot.gov

# **R-5021 – NC 211 Widening**

NC 906/Midway Rd to NC 87 – Awarded! - \$217M



# **R-5021 - Typical Sections**

### Near Southport - Walmart to NC 87





**Regional Project Highlights** 

**R-3300B – Hampstead Bypass** 



### ncdot.gov

# **Hampstead Bypass**



Ribbon Cutting March 2022 R-3300B – Awarded! - ~\$185M Fall 2026 R-3300A

## For all projects in the STIP...

#### Interactive web map found here:

https://ncdot.maps.arcgis.com/home/webmap/viewer.html? webmap=cb02f4f828974670 ad0 1bb83be91b18c

Home ▼ (1) NCDOT 2020-2029 STIP Map



Open in new Map Viewer

**Looking Ahead** 

Carolina Bays Parkway Cape Fear Memorial Bridge Replacement

# **Future Carolina Bays Parkway**



LEDPA – August 2022 | ROD – March 2023 Extension of S.C. 31 (Carolina Bays Pkwy)

# **Corridors for Detailed Study**

Concepts identified to move forward as DSA on May 4, 2020 during the CP2 Merger meeting: 1, 1A, 2, 4, 4A, 7.

On May 26, 2020 meeting with Community Studies group added Concept 8 to the DSA list. SCDOT, FHWA, and the agencies from SC & NC need to be notified of this development for concurrence.







## The Need: Replace Aging Infrastructure

- The Cape Fear Memorial Bridge was Constructed in 1969
   51-Year-Old Structure
- Existing structure requires costly routine maintenance
  - Fixed Span Major Rehabilitation Required every **20 years**
  - Moveable Span Major Rehabilitation Required every 10 years
  - The recent major rehabilitation in 2019 cost ~ \$15M
  - Yearly maintenance costs \$550k/year

### • Growing Volumes of Traffic

• Projected 81,900 vehicles per day (2045)


# Feasibility Study Typical Sections

- 6-lane median -divided facility
- 15 ft. wide separated Multi -Use-Path (North Side)
- 12 ft. outside shoulders

- 12 ft. wide travel lanes
- 22 ft. wide median/inside shoulder
- Total Width: 135 ft. 157 ft. (with rail) (current bridge is 54 ft. wide)



# Feasibility Study -Estimated Costs By Option

Option Number	Design Option	Construction Costs	Utility Relocation Costs	Right-of-Way Costs	Total Costs
Option 1	Fixed Span 65' Vertical Clearance	\$185.1 M	\$2.0 M	\$9.5 M	\$196.6 M
Option 2	Fixed Span 135' Vertical Clearance	\$213.6 M	\$2.0 M	\$30.1 M	\$245.7 M
Option 3	Movable Span 65' Vertical Clearance	\$475.7 M	\$2.5 M	\$9.5 M	\$487.7 M
Option 4	Movable Span with Railroad Component 65' Vertical Clearance	\$596.7 M	\$2.5 M	\$9.5 M	\$608.7 M

\* Note these are approximate costs from Feasibility Study ... Currently working on updated estimates

#### WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION BOARD

#### RESOLUTION URGING CONSIDERATION OF ALL POSSIBLE OPTIONS INCLUDING TOLLS AND PREVIOUS PROPOSALS FOR THE REPLACEMENT OF THE CAPE FEAR MEMORIAL BRIDGE

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization ("WMPO") provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority, and the North Carolina Board of Transportation; and

WHEREAS, the Cape Fear Memorial Bridge was constructed in 1969 and is over a 50 year-old structure; and

WHEREAS, the Cape Fear Memorial Bridge currently carries over 60,000 vehicles per day with a 2045 projected volume of 81,900 vehicles per day; and

WHEREAS, the North Carolina Department of Transportation (NCDOT) completed a feasibility study in 2020 that evaluated four potential options for the replacement of the Cape Fear Memorial Bridge (65' fixed span, 135' fixed span, 65' movable span, and 65' movable span with rail); and

WHEREAS, the replacement of the Cape Fear Memorial Bridge is the Wilmington Urban Area Metropolitan Planning Organization's top unfunded priority; and

WHEREAS, based on NCDOT's programming challenges, the 2020-2029 State Transportation Improvement Program is currently approximately \$12B over programmed: and

WHEREAS, under traditional funding mechanisms, it is unlikely that the replacement of the Cape Fear Memorial Bridge will be programmed for funding in the next 10-year State/MPO Transportation Improvement Program cycle; and

WHEREAS, there is a need to explore and consider other potential funding options to fund the replacement of the Cape Fear Memorial Bridge.

**NOW THEREFORE**, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby urges consideration of all possible options including tolls and previous proposals for the replacement of the Cape Fear Memorial Bridge.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization's Board on February 23, 2022.

David Piepmeyer, Chair





#### RESOLUTION

#### URGING CONSIDERATION OF ALL POSSIBLE OPTIONS TO FUND A REPLACEMENT FOR THE CAPE FEAR MEMORIAL BRIDGE

Whereas, the southeastern region of North Carolina is one of the fastest growing regions in the United States; and

Whereas, the regional population of Brunswick, New Hanover, and Pender Counties is expected to reach more than 565,000 by 2040 representing a 34% increase; and

Whereas, the Wilmington Chamber of Commerce supports the Wilmington MPO's identification of the replacement of the Cape Fear Memorial Bridge as their highest unfunded priority; and

Whereas, the Wilmington Chamber of Commerce joined the NC Chamber's Destination 2030 Coalition to encourage the North Carolina Department of Transportation, North Carolina General Assembly, and Governor of North Carolina to explore and implement new funding mechanisms that could raise the funds necessary to accelerate much needed transportation projects; and

Whereas, the Cape Fear Memorial Bridge currently sees over 60,000 cars each day and is projected to rise to over 80,000 by 2035; and

Whereas, the Cape Fear Memorial Bridge is the critical connector for employment, shopping, healthcare and recreation for residents in the region.

Now Therefore, Be It Resolved that the Public Policy Committee of the Wilmington Chamber of Commerce urges consideration of all possible options to fund a replacement for the Cape Fear Memorial Bridge.

ADOPTED by the Public Policy Committee February 22, 2022.

Stephanie Lanier

Chair, Public Policy Committee

President and CEO

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#### Cape Fear Memorial Bridge Replacement Overview for NCDOT to Evaluate Project Delivery Options

#### Overview

The Cape Fear Memorial Bridge opened to traffic in Wilmington, North Carolina on October 1, 1969. Now over 50 years later, the bridge is considered to be near the end of its lifespan and insufficient to carry increasing traffic volumes. Annual maintenance costs continue to increase and replacement parts are becoming increasingly difficult to obtain; however, the proposed Cape Fear Memorial Bridge Replacement (the "Project" or the "Bridge") is not currently in the State Transportation Improvement Program (STIP) and does not have any state funding allotted to it.

On February 23, 2022, the Wilmington Urban Area Metropolitan Planning Organization (WMPO) Board passed a resolution urging "consideration of all possible options including tolls and previous propsals to fund a replacement for the Cape Fear Memorial Bridge." Per the request of the WMPO, NCDOT will evaluate options for delivering the Project using a three-pronged approach.

#### Options

#### Traditional Delivery

A traditional design build or design bid build delivery will require the Project to be evaluated and scored through the next round of NCDOT's STIP prioritization. NCDOT updates the STIP approximately every two years to ensure it accurately reflects the department's current financial situation. As part of the traditional delivery analysis, the Department will update the feasibility study, including cost estimates, and provide an indication of where the Project is likely to score in the next round of prioritization. NCDOT will also evaluate the various discretionary grant programs offered by USDOT as well as relevant provisions within the Infrastructure Investment and Jobs Act (IIJA) that was signed into law in November 2021 to determine the feasibility of any such programs and how they may change the funding analysis.

#### Conventional Toll Delivery

A conventional toll delivery will require the Project to be evaluated per NCDOT's Toll Project Development Policy (NC Toll Policy) which was implemented in early 2018 to improve the Department's ability to manage a reliable transportation network, address congestion, leverage limited financial resources, and provide more user choice. Per the guidelines set forth in the Toll Project Feasibility Handbook, there are multiple inputs to the financial feasibility tool that will need to be evaluated. The inputs include, but are not limited to, general project information, traffic characteristics, toll pricing, and project costs. Using traffic and revenue inputs, along with cost information, the financial feasibility tool calculates the ability of a potential toll facility to generate revenue to cover its own costs of operation and assess its ability to fund all or a portion of the capital costs through toll flancing.

#### Alternative Delivery

NCDOT will issue a Request for Information (RFI) to solicit innovative solutions to deliver the Project. Innovative solutions may include, but are not limited to, buildability concepts and financial alternatives. Proposals will be screened for viability, including technical, environmental, engineering, legal, and financial considerations; screening analysis will be presented to the WMPO for consideration.

#### Not Under Consideration

NCDOT will only evaluate options that are within the Department's purview and statutory authority, as such the Department will <u>not</u> pursue options such as the following:

- Requests to the N.C. General Assembly for special assistance such as a STIP exemption or special appropriation
- Solicitation of local participation: while the Department encourages local participation, local funds will not be included in any analysis unless specifically identified and requested by the WMPO
- Tolling of alternate routes to fund replacement of the Bridge

## Update to WMPO at July Board meeting

-- STATE OF NORTH CAROLINA--DEPARTMENT OF TRANSPORTATION RALEIGH. N.C.





#### **REQUEST FOR INFORMATION**

#### ALTERNATE DELIVERY CONTRACT OPTION

**Cape Fear Memorial Bridge** 

Due Date: May 26, <u>2022</u> | 4:00 PM Local Time

#### **Proposal Delivery Address**

Electronic Only dstark@ncdot.gov Attn: David Stark

Issue Date: April 25, 2022

# Contact Us!

- Chad Kimes, PE Division Engineer, Division 3
  - <u>ckimes@ncdot.gov</u> | 910-341-2001
  - General inquires
- Caitlin Marks, PE Assistant Division Maintenance Engineer/Planning, Division 3
  - <u>cmmarks@ncdot.gov</u> | 910-341-2000
  - Maintenance / Planning Inquiries
- Adrienne Cox Assistant Division Maintenance Engineer/Planning, Division 3
  - amcox1@ncdot.gov | 910-341-2001
  - Future project planning, funding inquiries
- Ben Hughes, PE District Engineer, Brunswick and New Hanover
  - <u>bthughes@ncdot.gov</u> | 910-398 -9100
  - Driveway permits, road additions, Powell funds
- Jessi Leonard, PE Division Traffic Engineer, Division 3
  - jleonard6@ncdot.gov | 910-341-2204
  - Speed limits, crosswalks, traffic signals, signage
- Karen Collette Brunswick County Maintenance Engineer
  - kecollete@ncdot.gov | 910-754-6527
  - Maintenance concerns: potholes, drainage, ditches, shoulder drop
    offs
- Anthony Law Division Construction Engineer, Division 3
  - <u>awlaw@ncdot.gov</u> | 910-341-2000
  - Construction inquiries

# **Questions?**







## Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

**From:** Haynes Brigman Action Item # VII. - 1. Administration - ARPA Policies & Procedures Approval and Preliminary Funding Priorities

## Issue/Action Requested:

Request approval of the Resolution adopting policies to aid in the expenditure of American Rescue Plan Act of 2021;

Provide feedback and guidance on the recommended funding priorities (no approval requested at this time)

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

The US Treasury issued it's Final Rule for American Rescue Plan Act (ARPA) funding earlier this year, and since that time, Brunswick County staff (with the help of the UNC School of Government and NCACC) has worked to develop a policy and procedural manual for qualifying and administrating funding priorities proposed to be implemented using ARPA funding.

Staff is requesting Commissioner approval of the proposed Policies & Procedural Manual for ARPA funding to allow staff to move forward with previously approved ARPA funding priorities, as well as begin the process of completing others as prioritized and approved by the Board.

Within the Final Rule came a newly announced "standard allowance" for recipients of APRA funding to use up to \$10 million as revenue replacement for general government services. The County intends to use the full \$10 million allowed to account for revenue replacement during the pandemic for items such as salaries, vaccine rollout, PPE, and other expenses incurred by the County in response to the pandemic.

By using this "standard allowance" allowed under ARPA guidelines, the County can redirect General Fund dollars that were previously spent on pandemic response to new project priorities of the County (provided they are general fund expenses).

Staff is not seeking approval of the project funding list at this time, but the list of identified projects has been carefully created to meet ARPA guidelines for appropriate expenditures, as well as reallocate the \$10 million "standard allowance" towards projects that would have beneficial impacts to the community as a whole.

The proposed priority funding list was generated using feedback from Commissioners, County staff, and members of community including non-profit organizations, small business owners, and community stakeholders who have provided great interest or support to the County's pandemic response.

Guidance and feedback on the proposed funding list is requested so that staff may begin to finalize the list and make any adjustments requested by the Board. There are some indications that additional flexibility and/or clarification may be provided by Congress with relation to ARPA-eligible expenditures, so staff has recommended a portion of the funding be set aside for future projects yet to be determined.

Each of the ARPA funded projects will come back before the Board for individual approval at later dates, once

additional detail or cost estimates are determined. There may be costs higher or lower than estimated on the proposed list, so future changes are likely to occur once additional information is gathered.

#### **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

#### **Approved By County Attorney:** Yes

#### **County Manager's Recommendation:**

Recommend consideration and approval of the attached ARPA Policies.

Recommend review of and feedback on, but not final approval of, the preliminary project funding list.

#### **ATTACHMENTS:**

Description

- ARPA Resolution and Policies
- **D** ARPA Preliminary Project List





#### **RESOLUTION ADOPTING POLICIES TO AID IN THE EXPENDITURE OF** CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS UNDER H.R. 1319 AMERICAN RESCUE PLAN ACT OF 2021

WHEREAS, on January 6, 2022, US Treasury issued its Final Rule implementing the Coronavirus State and Local Recovery Fund Program of H.R. 1319 American Rescue Plan Act of 2021 ("ARP/CSLFRF"); and

WHEREAS, under ARP/CSLFRF, certain recipients, including eligible units of local government, will receive allocated funds which may be used for approved expenditures in the following categories, to the extent authorized by state law:

- 1. Supporting the COVID-19 public health response by funding COVID-19 mitigation and prevention efforts, providing certain medical and behavioral healthcare services, and providing funding for certain public health and safety staff to the extent they perform duties in connection with the COVID-19 response;
- 2. Addressing negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
- 3. Replacing lost public sector revenue and using funding to provide government services to the extent the reduction in revenue is due to the pandemic;
- 4. Providing premium pay for essential workers and offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors:
- 5. Investing in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, supporting vital wastewater and stormwater infrastructure, and expanding access to broadband internet; and

WHEREAS, Brunswick County will receive \$27,741,111 of ARP/CSLFRF funds, which are subject to the Award Terms and Conditions and the Assistance Listing, specifically including, without limitation, the provisions of Title 2 U.S. Code of Federal Regulations, Part 200, commonly known as Uniform Guidance ("UG"); and

WHEREAS, Brunswick County intends to fully implement all compliance requirements to ensure its proper expenditure of ARP/CSLFRF funds; and

WHEREAS, Brunswick County has revised its existing policies or created new policies to ensure compliance with the Award Terms and Conditions and UG.

**NOW, THEREFORE, BE IT RESOLVED,** that the following policies, attached hereto and incorporated herein by reference, are adopted by the Brunswick County Board of Commissioners:

- 1. Allowable Costs and Costs Principles Policy
- 2. Conflict of Interest Policy
- 3. Eligibility Determination Policy
- 4. Grant Project Ordinance (sample for projects falling within the \$10 million standard allowance)
- 5. Human Resources Policies
  - Premium Pay Policy (as adopted November 1, 2021)
  - Effort Certification Policy
- 6. Nondiscrimination Policy
- 7. Procurement Policy
  - Contract and Purchasing Policy (as amended)
- 8. Program Income Policy
- 9. Property Management Policy
- 10. Record Retention Policy
- 11. Subaward and Monitoring Policy

Adopted this the 2<sup>nd</sup> day of May, 2022.

Randell Thompson, Chairman Brunswick County Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC Clerk to the Board



Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## Allowable Costs and Costs Principles Policy

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury has issued <u>Compliance and Reporting Guidance</u>, which provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 C.F.R. Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

[ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 C.F.R. 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 C.F.R. Part 200, Subpart F are not allowable. Please see 2 C.F.R. Part 200, Subpart E regarding the Cost Principles for more information.

a. <u>Administrative costs</u>: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 C.F.R. 200.404 and 2 C.F.R. 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are allocable to the [ARP/CSLFRF]

award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 C.F.R. 200.414(f).

b. <u>Salaries and Expenses</u>: In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

**WHEREAS** Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.

(f) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award.

**BE IT RESOLVED** that the Board of Commissioners of Brunswick County hereby adopts and enacts the following UG Allowable Costs and Costs Principles Policy for the expenditure of ARP/CSLFRF funds.

## I. <u>Allowable Costs and Costs Principles Policy Overview</u>

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

Brunswick County shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Brunswick County ARPA Committee, which is charged with the administration and financial oversight of ARP/CSLFRF funds on behalf of Brunswick County. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the ARPA Committee. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

## II. <u>General Cost Allowability Criteria</u>

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

# **1.** Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of Brunswick County or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Brunswick County, its employees, the public at large, and the federal government.
- Whether Brunswick County significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.
- 2. Be allocable to the ARP/CSLFRF federal award. A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.
- 4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.
- 5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of Brunswick County.
- 6. Be accorded consistent treatment. A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
- 7. Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.
- 8. Be net of all applicable credits. The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms. *Please refer to the County's ARP/CSLFRF Program Income Policy for additional information.*

## 9. Be adequately documented.

## III. Selected Items of Cost

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 C.F.R. § 200.420-.475.

The requesting department must be familiar with the Selected Items of Cost. Brunswick County must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. The requesting department will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, state laws, Brunswick County regulations, and program-specific rules may deem a cost as unallowable, and the requesting department must follow those non-federal rules as well.

Schedule A attached hereto identifies and summarizes the Selected Items of Cost.

#### IV. Direct and Indirect Costs

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

*Direct costs* are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

*Indirect costs* are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, Brunswick County may charge a ten percent (10%) de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000.00 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.00.

## V. <u>Special Provisions for State and Local Governments</u>

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

## § 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:

(1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;

(2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(3) Costs of the judicial branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

**(b)** For Indian tribes and Councils of Governments (COGs) (see definition for *Local government* in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

## § 200.416 Cost allocation plans and indirect cost proposals.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

## § 200.417 Interagency service.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

### VI. Cost Allowability Review Process

#### PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the requesting department must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to the County's ARPA Committee for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item. Please refer to the Project Budget Template for a list of all potential cost items.
- Along with a general review of project eligibility and conformance with other governing board management directives, the ARPA Committee must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury. *Please refer to the County's ARP/CSLFRF Eligibility Determination Policy for additional information and requirements.*
- If a proposed project includes a request for an unallowable cost, the ARPA Committee will return the proposal to the requesting department for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by the ARPA Committee, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

#### POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the ARPA Committee must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the ARPA Committee will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The ARPA Committee must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the requesting department must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the ARPA Committee will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The ARPA Committee may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must

identify other local government funds to cover the disbursement. The Board of Commissioners must approve any allocation of other funds for this purpose.

• The Brunswick County Finance Department must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

#### VII. <u>Cost Transfers</u>

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

## SCHEDULE A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 C.F.R. § 200.421	Allowable with restrictions
Advisory councils	2 C.F.R. § 200.422	Allowable with restrictions
Alcoholic beverages	2 C.F.R. § 200.423	Unallowable
Alumni/ae activities	2 C.F.R. § 200.424	Not specifically addressed
Audit services	2 C.F.R. § 200.425	Allowable with restrictions
Bad debts	2 C.F.R. § 200.426	Unallowable
Bonding costs	2 C.F.R. § 200.427	Allowable with restrictions
Collection of improper payments	2 C.F.R. § 200.428	Allowable
Commencement and convocation costs	2 C.F.R. § 200.429	Not specifically addressed
Compensation – personal services	2 C.F.R. § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 C.F.R. § 200.431	Allowable with restrictions
Conferences	2 C.F.R. § 200.432	Allowable with restrictions
Contingency provisions	2 C.F.R. § 200.433	Unallowable with exceptions
Contributions and donations	2 C.F.R. § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or

		matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 C.F.R. § 200.435	Allowable with restrictions
Depreciation	2 C.F.R. § 200.436	Allowable with qualifications
Employee health and welfare costs	2 C.F.R. § 200.437	Allowable with restrictions
Entertainment costs	2 C.F.R. § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 C.F.R. § 200.439	Allowability based on specific requirement
Exchange rates	2 C.F.R. § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 C.F.R. § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 C.F.R. § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 C.F.R. § 200.443	Allowable with restrictions
General costs of government	2 C.F.R. § 200.444	Unallowable with exceptions
Goods and services for personal use	2 C.F.R. § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 C.F.R. § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 C.F.R. § 200.447	Allowable with restrictions

Intellectual property	2 C.F.R. § 200.448	Allowable with restrictions
Interest	2 C.F.R. § 200.449	Allowable with restrictions
Lobbying	2 C.F.R. § 200.450	Unallowable
Losses on other awards or contracts	2 C.F.R. § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 C.F.R. § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 C.F.R. § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 C.F.R. § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 C.F.R. § 200.455	Unallowable except federal prior approval
Participant support costs	2 C.F.R. § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 C.F.R. § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 C.F.R. § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 C.F.R. § 200.459	Allowable with restrictions
Proposal costs	2 C.F.R. § 200.460	Allowable with restrictions
Publication and printing costs	2 C.F.R. § 200.461	Allowable with restrictions

Rearrangement and reconversion costs	2 C.F.R. § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 C.F.R. § 200.463	Allowable with restrictions
Relocation costs of employees	2 C.F.R. § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 C.F.R. § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 C.F.R. § 200.466	Not specifically addressed
Selling and marketing costs	2 C.F.R. § 200.467	Unallowable with exceptions
Specialized service facilities	2 C.F.R. § 200.468	Allowable with restrictions
Student activity costs	2 C.F.R. § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 C.F.R. § 200.470	Allowable with restrictions
Termination costs	2 C.F.R. § 200.471	Allowable with restrictions
Training and education costs	2 C.F.R. § 200.472	Allowable for employee development
Transportation costs	2 C.F.R. § 200.473	Allowable with restrictions
Travel costs	2 C.F.R. § 200.474	Allowable with restrictions
Trustees	2 C.F.R. § 200.475	Not specifically addressed



## Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## **Conflict of Interest Policy**

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury has issued <u>Compliance and Reporting Guidance</u> dictating implementation of the ARP/CSLFRF award terms and compliance requirements.

**BE IT RESOLVED** that Board of Commissioners of Brunswick County hereby adopts and enacts the following Conflict of Interest Policy for ARP/CSLFRF funds.

## I. <u>Scope of Policy</u>

- a. <u>Purpose of Policy</u>. This Conflict of Interest Policy ("Policy") establishes conflict of interest standards that (1) apply when Brunswick County enters into a Contract (as defined in <u>Section II</u> hereof) or makes a Subaward (as defined in <u>Section II</u> hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. <u>Application of Policy</u>. This Policy shall apply when Brunswick County enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

## II. <u>Definitions</u>

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this <u>Section II</u>. Any capitalized term used in this Policy but not defined in this <u>Section II</u> shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. "COI Point of Contact" means the individual identified in Section III(a) of this Policy.
- b. "Contract" means, for the purpose of Federal Financial Assistance, a legal instrument by which Brunswick County purchases property or services needed to carry out a program or project under a Federal award.

- c. "Contractor" means an entity or individual that receives a Contract.
- d. *"Covered Individual"* means a Public Officer, employee, or agent of Brunswick County.
- e. "Covered Nonprofit Organization" means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or Brunswick County.
- f. "Direct Benefit" means, with respect to a Public Officer or employee of Brunswick County, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. "Federal Financial Assistance" means Federal financial assistance that Brunswick County receives or administers in the form of grants, cooperative agreements, noncash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. "Immediate Family Member" means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- i. *"Involved in Making or Administering"* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- j. "Pass-Through Entity" means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

- k. *"Public Officer"* means an individual who is elected or appointed to serve or represent Brunswick County (including, without limitation, any member of the Brunswick County Board of Commissioners), other than an employee or independent contractor of Brunswick County.
- I. *"Recipient"* means an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- m. "Related Party" means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than Brunswick County) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- n. *"Subaward*" means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to a contractor or payments to a beneficiary of a Federal program.
- o. "Subcontract" means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- p. "Subcontractor" means an entity that receives a Subcontract.
- q. "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

## III. COI Point of Contact

- a. The requesting department shall be responsible for completing the required Conflict of Interest Compliance Checklist and Disclosure Forms, based on the nature of the project, to disclose any potential or actual conflicts of interest. Please refer to <u>Exhibits</u> <u>A through D</u> attached hereto. All completed forms must be submitted to the ARPA Committee (herein designated as the *"COI Point of Contact"*), which shall have primary responsibility for managing the resolution of potential or actual conflicts of interest arising under this Policy.
- b. <u>Distribution of Policy</u>. The COI Point of Contact shall ensure that each Covered Individual, as defined herein, receives a copy of this Policy.

#### IV. Conflict of Interest Standards in Contracts and Subawards

- a. <u>North Carolina Law</u>. North Carolina law restricts the behavior of Public Officials and employees of Brunswick County involved in contracting on behalf of Brunswick County. Brunswick County shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this <u>Section III</u>.
  - i. <u>G.S. § 14-234(a)(1)</u>. A Public Officer or employee of Brunswick County Involved in Making or Administering a Contract or Subaward on behalf of Brunswick County shall not derive a Direct Benefit from such a Contract or Subaward.
  - ii. <u>G.S. § 14-234(a)(3)</u>. No Public Officer or employee of Brunswick County may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by Brunswick County.
  - iii. <u>G.S. § 14-234.3</u>. If a member of the Brunswick County Board of Commissioners serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between Brunswick County and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between Brunswick County and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
  - iv. <u>G.S. § 14-234.1</u>. A Public Officer or employee of Brunswick County shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.
- b. Federal Standards.
  - i. <u>Prohibited Conflicts of Interest in Contracting</u>. Without limiting any specific prohibition set forth in <u>Section IV(a)</u>, a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

- 1. <u>Real Conflict of Interest</u>. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
- 2. <u>Apparent Conflict of Interest</u>. An apparent conflict of interest shall exist where a real conflict of interest may not exist as set forth herein, but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

## ii. Identification and Management of Conflicts of Interest.

- 1. <u>Duty to Disclose and Disclosure Forms</u>.
  - a. Prior to Brunswick County's award of a Contract or Subaward, the Department Head or Project Manager shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
  - b. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the Department Head or Project Manager potential real or apparent conflicts of interest arising under this Policy.
  - c. If the value of a proposed Contract or Subaward exceeds \$250,000.00 (the Simplified Acquisition Threshold), the requesting department shall complete a Conflict of Interest Disclosure Form contained in <u>Exhibit B</u> (for Contracts) and <u>Exhibit D</u> (for Subawards) from each Covered Individual and submit such form to the COI Point of Contact.
- 2. Identification Prior to Award of Contract or Subaward.
  - Prior to Brunswick County's award of a Contract or Subaward, the requesting department shall complete the appropriate Compliance Checklist contained in <u>Exhibit A</u> (for Contracts) and <u>Exhibit C</u> (for Subawards) attached hereto and submit such form to the COI Point of Contact.

- 3. Management Prior to Award of Contract or Subaward.
  - a. If, after reviewing the completed Conflict of Interest Disclosure Form and Compliance Checklist, the COI Point of Contact determines that a potential real or apparent conflict of interest relating to a proposed Contract or Subaward exists, the COI Point of Contact shall disclose such finding in writing to the County Manager and to each member of the Board of Commissioners. If the Board of Commissioners desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
    - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Brunswick County is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Brunswick County is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Brunswick County; or
    - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Board of Commissioners shall document a justification supporting such rejection in writing.
  - b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, Brunswick County may enter into the Contract or Subaward in accordance with Brunswick County's Contract and Purchasing Policy and/or its Subaward Policy.
- 4. Identification After Award of Contract or Subaward.
  - a. If the requesting department discovers that a real or apparent conflict of interest has arisen after Brunswick County has entered into a Contract or Subaward, the requesting department shall, as soon as possible, disclose such finding to the COI Point of Contact. The COI Point of Contact will report such real or apparent conflict of interest to the County Manager and to each member of the Board of Commissioners. Upon

discovery of such a real or apparent conflict of interest, Brunswick County shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

- 5. Management After Award of Contract or Subaward.
  - a. Following the receipt of such disclosure of a potential real or apparent conflict of interest, the Board of Commissioners may reject the finding of the COI Point of Contact by documenting a justification supporting such rejection in writing. If the Board of Commissioners fails to reject the finding of the COI Point of Contact within fifteen (15) days of receipt, the COI Point of Contact shall:
    - if Brunswick County is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
    - ii. if Brunswick County is a Subrecipient of Federal Financial Assistance, to the Pass-Through Entity providing a Subaward to Brunswick County in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

## V. <u>Oversight of Subrecipient's Conflict of Interest Standards</u>

- a. <u>Subrecipients of Brunswick County Must Adopt Conflict of Interest Policy</u>. Prior to Brunswick County's execution of any Subaward for which Brunswick County serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. <u>Obligation to Disclose Subrecipient Conflicts of Interest</u>. The COI Point of Contact shall ensure that the legal agreement under which Brunswick County makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such

information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

## VI. <u>Gift Standards</u>

- a. <u>Federal Standard</u>. Subject to the exceptions set forth in <u>Section VI(b)</u>, a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. <u>Exception</u>. Notwithstanding <u>Section VI(a)</u>, a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20.00 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this <u>Section VI(b)</u> does not exceed \$50.00 in a calendar year:
  - i. honorariums for participating in meetings;
  - ii. advertising items or souvenirs of nominal value; or
  - iii. meals furnished at banquets.
- c. <u>Internal Reporting</u>. A Covered Individual shall report any gift accepted under <u>Section</u> <u>VI(b)</u> to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which Brunswick County is a Subrecipient.

## VII. <u>Violations of Policy</u>

- a. <u>Disciplinary Actions for Covered Individuals</u>. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Board of Commissioners, or termination of an agent's contract with Brunswick County.
- b. <u>Disciplinary Actions for Contractors and Subcontractors</u>. Brunswick County shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. <u>Protections for Whistleblowers</u>. In accordance with 41 U.S.C. § 4712, Brunswick County shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross

mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of Brunswick County, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

#### EXHIBIT A

#### COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

Brunswick County has adopted a Conflict of Interest Policy ("Policy") that governs Brunswick County's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates the Brunswick County ARPA Committee as the "COI Point of Contact." The Policy requires the requesting department to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in <u>Section II</u>) and to submit the Compliance Checklist to the COI Point of Contact.

#### Instructions for Completion

- 1. The requesting department shall complete Steps 1 through 5 of the Checklist below.
- 2. If the value of the proposed Contract exceeds \$250,000.00, the requesting department shall collect a Conflict of Interest Disclosure Form (Exhibit B) from each Covered Individual.
- 3. If after reviewing this completed Compliance Checklist, the COI Point of Contact determines that a potential real or apparent conflict of interest exists, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Board of Commissioners.

Step				
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	Name of Contract:		
		Name of Counterparty:		
		Subject of Contract:		
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.			
	Public Officials	<u>Employees</u>	Agents	
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from			
	the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000.00, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]			
Any identified	Public Officials  Employees  Agents			
interest in Step 3 is a potential "real" conflict of interest.		<u>Employees</u>	<u>Agents</u>	
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000.00, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.			

Any identified interest in Step 4	<u>Public Officials – Related</u> <u>Party</u>	<u>Employees – Related Party</u>	<u> Agents – Related Party</u>
is a potential "real" conflict of interest.			
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	Public Officials	<u>Employees</u>	Agents

## COI POINT OF CONTACT AUTHORIZED REPRESENTATIVES:

ARPA Funding Manager	Date
County Attorney	Date
Director of Fiscal Operations	Date
#### EXHIBIT B

#### CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

#### FOR OFFICIALS, EMPLOYEES, AND AGENTS

Brunswick County has adopted a Conflict of Interest Policy ("Policy") that governs Brunswick County's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates the Brunswick County ARPA Committee as the "COI Point of Contact."

The requesting department has identified you as an official, employee, or agent of Brunswick County that may be involved in the selection, award, or administration of the following contract: \_\_\_\_\_\_\_ (the "Contract"). To safeguard Brunswick County's expenditure of Federal Financial Assistance, the requesting department has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes	No	Unsure

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

- 3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.
  - a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

lf	the	answer	is	Yes or	Unsure.	please	explain:
	unc	answei	13	103 01	onsuic,	picase	слриини

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes No Unsure

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than Brunswick County) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

### 7. <u>Benefits to Employers</u>

a. Does a current or potential employer (other than Brunswick County) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

b. Will a current or potential employer (other than Brunswick County) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes	No	Unsure

If the answer is Yes or Unsure, please explain:

c. Does a current or potential employer (other than Brunswick County) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than Brunswick County) of any partner of yours receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the <u>appearance</u> that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the <u>appearance</u> that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

10. Does any existing situation or relationship create the <u>appearance</u> that your current or potential employer (other than Brunswick County) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the <u>appearance</u> that any current or potential employer (other than Brunswick County) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the <u>appearance</u> that any current or potential employer (other than Brunswick County) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

	* * * * * * * *
Sign Name:	
Print Name:	
Name of Employer	
Job Title:	
Date of Completion:	
	* * * * * * * *

## EXHIBIT C

## COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

Brunswick County has adopted a Conflict of Interest Policy ("Policy") that governs Brunswick County's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates the Brunswick County ARPA Committee as the "COI Point of Contact." The Policy requires the requesting department to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in <u>Section II</u>) and to submit the Compliance Checklist to the COI Point of Contact.

#### Instructions for Completion

- 1. The requesting department shall complete Steps 1 through 5 of the Checklist below.
- 2. If the value of the proposed Subaward exceeds \$250,000.00, the requesting department shall collect a Conflict of Interest Disclosure Form (<u>Exhibit D</u>) from each Covered Individual.
- 3. If after reviewing this completed Compliance Checklist, the COI Point of Contact determines that a potential real or apparent conflict of interest exists, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Board of Commissioners.

Step				
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	Name of Contract:		
		Name of Counterparty:		
		Subject of Subaward:		
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals a "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.			
	Public Officials	<u>Employees</u>	Agents	
3	· · ·	Individual has a (i) financial or other intere		
		ward. [If the estimated Subaward amoun lict of Interest Disclosure Form with the CO		
Any identified	Public Officials		-	
interest in Step 3 is a potential "real" conflict of interest.		<u>Employees</u>	<u>Agents</u>	
4	firm considered from a Subawa	Party has a (i) financial or other interest in ard. If the estimated Subaward amount ex lict of Interest Disclosure Form with the CO	ceeds \$100,000.00, ensure that each	

Any identified	Public Officials – Related	<u>Employees – Related Party</u>	Agents – Related Party		
interest in Step 4	<u>Party</u>				
is a potential "real" conflict of interest.					
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.				
Any identified	Public Officials	<u>Employees</u>	<u>Agents</u>		
interest in Step 5 is a potential "apparent" conflict of interest.					

## COI POINT OF CONTACT AUTHORIZED REPRESENTATIVES:

ARPA Funding Manager	Date
County Attorney	Date
Director of Fiscal Operations	Date

### EXHIBIT D

#### SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

#### FOR OFFICIALS, EMPLOYEES, AND AGENTS

Brunswick County has adopted a Conflict of Interest Policy ("Policy") that governs Brunswick County's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates the Brunswick County ARPA Committee as the COI Point of Contact.

The requesting department has identified you as an official, employee, or agent of Brunswick County that may be involved in the selection, award, or administration of the following subaward: \_\_\_\_\_\_\_ (the "Subaward"). To safeguard Brunswick County's expenditure of Federal Financial Assistance, the requesting department has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

- 3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.
  - a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than Brunswick County) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

- 7. Benefits to Employers
  - a. Does a current or potential employer (other than Brunswick County) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_ Unsure \_\_\_\_\_

b. Will a current or potential employer (other than Brunswick County) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

c. Does a current or potential employer (other than Brunswick County) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than Brunswick County) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the <u>appearance</u> that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the <u>appearance</u> that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

10. Does any existing situation or relationship create the <u>appearance</u> that your current or potential employer (other than Brunswick County) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the <u>appearance</u> that any current or potential employer (other than Brunswick County) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the <u>appearance</u> that any current or potential employer (other than Brunswick County) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_ Unsure \_\_\_\_\_

	* * * * * * * *
Sign Name:	
Print Name:	
Name of Employer	
Job Title:	
Date of Completion:	
	* * * * * * * * *



## Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## **Eligibility Determination Policy**

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

**WHEREAS** US Treasury has issued <u>Compliance and Reporting Guidance</u> dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states, in relevant part, that:

Per 2 C.F.R. Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

**BE IT RESOLVED** that Brunswick County hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

## I. <u>Permissible Uses of ARP/CSLRF Funding</u>

US Treasury issued its <u>Final Rule</u> regarding use of ARP/CSLFRF funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Treasury in its <u>Interim Final Rule</u> or the Final Rule). The Final Rule (and the Interim Final Rule) identifies permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARP/CSLFRF funds.

## II. <u>Prohibited Uses of ARP/CSLF Funding</u>

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

- 1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed);
- 2. To borrow money or make debt service payments;
- 3. To replenish rainy day funds or fund other financial reserves;
- 4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires Brunswick County to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed);
- 5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
- 6. In violation of the conflict of interest requirements imposed by the award terms and 2 C.F.R. § 200.318(c).
- 7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Brunswick County, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

## III. <u>Procedures for Project Approval</u>

The following are procedures for ARP/CSLFRF project approvals. All Brunswick County employees and officials must comply with these requirements.

- 1. Requests for ARP/CSLFRF funding must be made in writing by the requesting department on the County's Project Approval Template, as may be amended from time to time, and must include all of the following:
  - a. Brief description of the project.
  - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the <u>US Treasury Compliance and Reporting Guidance</u>).
  - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARP/CSLFRF funding should review the <u>Final Rule</u> and <u>Final Rule Overview</u> prior to submitting a proposal.
  - d. Proposed budget, broken down by cost item, in accordance with Brunswick County's Allowable Costs and Costs Principles Policy.
  - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026).
- Requests for funding must be submitted to the County's ARPA Committee (composed of the ARPA Funding Manager, County Attorney, and Director of Fiscal Operations) for approval. All requests will be reviewed by the ARPA Committee for ARP/CSLFRF compliance and for allowable costs and other financial review.

- 3. No ARP/CSLFRF may be obligated or expended before final written approval by authorized members of the ARPA Committee is obtained. *Additionally, all projects with expenditures of ARP/CSLFRF funds, whether in whole or in part, will require approval by the Board of Commissioners.*
- 4. If a proposal does not meet the required criteria, it will be returned to the requesting department for revision and resubmittal.
- 5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the Director of Fiscal Operations and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the ARPA Committee immediately.
- 6. The requesting department is responsible for collecting and documenting all required information for each EC for submission to the ARPA Committee for approval and for purposes of completing the required Project and Expenditure tracking reports.
- 7. The Brunswick County Finance Department must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.



## Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## Grant Project Ordinance

**BE IT ORDAINED** by the Board of Commissioners of Brunswick County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Brunswick County has received the first tranche in the amount of [\$\_\_\_\_\_] of CSLFRF funds. The total allocation is [\$\_\_\_\_\_], with the remainder to be distributed to Brunswick County within twelve (12) months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

- 1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**Section 2:** Brunswick County has elected to take the standard allowance, as authorized by 31 C.F.R. Part 35.6(d)(1) and expend its standard allowance of ARP/CSLFRF funds for the provision of government services.

**Section 3:** The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
Coue				runus
	TOTAL			

**Section 4:** The following revenues are anticipated to be available to complete the project:

1

ARP/CSLFRF Funds:\$[General Fund Transfer:\$[Total:\$[

**Section 5:** The Director of Fiscal Operations is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 C.F.R. 200.430 & 2 C.F.R. 200.431 and Brunswick County's Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 6:** The Director of Fiscal Operations is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 7:** Copies of this grant project ordinance shall be furnished to the Clerk to the Board of Commissioners.

**Section 8:** This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by Brunswick County, whichever occurs sooner.



## Brunswick County COVID – 19 Essential Public Service Premium Pay Policy

## PURPOSE:

The County recognizes the unique challenges that the COVID-19 pandemic has presented and will provide a fixed dollar premium payment to eligible employees as set forth in this policy.

On March 27, 2020, North Carolina Governor Roy Cooper issued a "Stay at Home Order" in response to rising COVID-19 cases but exempted a number of essential operations and services. These essential work services included services provided by county governments to ensure the continuing operation of the county government and to provide for or support the health, safety, and welfare of the public. Among those jobs expressly identified as essential, the Governor's declaration included first responders, emergency management personnel, emergency dispatchers, law enforcement and corrections personnel, child welfare and child protection personnel, water and sewer utility workers, and any other employees working to support essential operations. For the County to provide services during this time without interruption or decline in service level, ALL County employees were deemed essential to the core operations of our organization. These employees faced a higher risk of exposure to COVID-19 in order to continue providing essential services to the public.

On March 11, 2021, President Biden signed P.L. 117-2, now known as the American Rescue Plan Act (ARPA) and on May 10, 2021 the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations. Under the Interim Final Rule, recipients of Coronavirus State and Local Fiscal Recovery Funds (CLFRF) may use those funds to retroactively provide premium pay to eligible employees who performed essential work during the COVID-19 emergency.

This policy is implemented in recognition of county staff who have continued to support our community and provide essential public services during this critical time when stay at home orders and social distancing measures were in effect and the county continued to be open to the public and provide services to the community.

### **POLICY AND PROCEDURE:**

### ELIGIBILITY

Employees that meet all of the following criteria are eligible to receive a pro-rated fixed dollar premium payment, based on the number of months worked in a full-time position during the eleven-month period of **April 1, 2020 through February 28, 2021, or other dates as approved by the Board:** 

Page | 1

- Employee was employed in a full-time essential position during the identified time period.
- Employee worked on-site and provided in-person services\* during the above time period.
- Employee is in active full-time status at the time the premium payment is issued.

\*In-person services is defined as work involving regular in-person interactions with patients, the public, or co-workers, OR regular physical handling of items that were handled by patients, the public, or co-workers. By way of example, Employees who teleworked for a monthly period without handling items which were handled by others, are not eligible for the monthly premium. Also, Employees who did not work for a monthly period, such as an employee using FMLA, leave, or workers compensation, are not eligible for the monthly premium.

## CALCULATION AND METHOD OF PAYMENT

The premium payment is pro-rated based on the number of months worked by an eligible fulltime employee during the identified time period.

The fixed dollar premium payment is considered taxable income.

## **IMPLEMENTATION & OVERSIGHT**

- The Human Resources Department, in coordination with the Finance Department, will certify eligibility of each employee for premium payment. They will also certify eligibility by position classification and employee interaction for qualification under ARPA guidelines. Eligible employees that meet ARPA eligibility requirements will receive premium payments funded by ARPA funding.
- Premium pay will not exceed \$13 per hour or a total of \$25,000 to any single worker, per Federal guidelines.
- In the event Premium Pay would increase an eligible employee's total salary above 150 percent of the state's annual wage, written justification shall be documented to demonstrate that the employee meets the eligibility criteria. Based on the current North Carolina average annual wage of \$51,010, the justification shall be required for any employee with an annual wage of at least \$74,315. This is approximately 87 employees.
- The Finance Department will be responsible for issuing fixed dollar premium payment(s) to eligible employees. The premium payment will be implemented through payroll following the date of Board approval.
- The Finance Department will be responsible for all policy monitoring, internal controls, and required ARPA compliance reporting related to the premium payment(s).
- All premium pay distribution records will be retained by the County for at least five (5) years from final payment made using ARPA funding. Records and documentation will be made available to US Treasury, or any other authorized oversight body, by request.



Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## **Effort Certification Policy**

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury has issued <u>Compliance and Reporting Guidance</u>, which provides that, in general, certain employees' wages, salaries, and covered benefits are an eligible use of ARP/CSLFRF award funds; and

**WHEREAS** as a recipient of ARP/CSLFRF award funds, Brunswick County must maintain a system of internal controls that provides reasonable assurance that charges to ARP/CSLFRF projects are accurate, allowable, and properly allocated, including evidence to support the reasonable approximation of employee time and effort devoted directly to projects funded, in whole or in part, with ARP/CSLFRF funds.

**BE IT RESOLVED** that the Board of Commissioners of Brunswick County hereby adopts and enacts the following Effort Certification Policy to ensure compliance with Uniform Guidance and other ARP/CSLFRF grant award requirements related to employee time and effort certification.

## I. <u>Effort Certification Policy Overview</u>

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. Tests of allowability under these principles are that costs: (a) must be reasonable; (b) must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021; (c) must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

Brunswick County shall adhere to all applicable cost principles governing the use of federal grants, including those related to employee time and effort certification. Brunswick County shall utilize a formal reporting system to certify that employee compensation, including, without limitation, salaries and fringe benefits, paid with the use of ARP/CSLFRF funds, whether in whole or in part, are reasonable and consistent with the work performed. This payroll certification process is separate and distinct from Brunswick County's standard payroll procedures.

Responsibility for following these guidelines lies with the Brunswick County ARPA Committee, which is charged with the administration and financial oversight of ARP/CSLFRF funds on behalf of Brunswick County.

## II. <u>Applicability</u>

This policy applies to any employee whose compensation, including, without limitation, salary and fringe benefits, will be paid with the use of ARP/CSLFRF funds, whether in whole or in part.

Pursuant to 2 C.F.R § 200.430:

- Salaries paid must "reasonably reflect the activity for which the employee is compensated...."
- An "after-the-fact confirmation" of activity must be performed, so that the certification is based on actual, not proposed, costs.
- Activities must be "confirmed by responsible persons with suitable means of verification that the work was performed."
- Pay must be allocated proportionally among multiple activities in which the employee is involved.
- Salary certification "may reflect categories of activities expressed as a percentage distribution of total activities," since activities constituting a "full workload" may be defined differently by various entities.

## III. <u>Effort Certification Forms</u>

All employees, including exempt and non-exempt, whose compensation, including, without limitation, salary and fringe benefits, will be paid with ARP/CSLFRF funds, whether in whole or in part, must complete an Effort Certification Form. Please refer to Exhibit A (for 100% Covered Employees) or Exhibit B (for Less than 100% Covered Employees).

*For 100% Covered Employees.* The applicable Effort Certification Form must be completed by the employee **<u>quarterly</u>**, or at such other interval as requested by the ARPA Committee, signed by the employee and the employee's supervisor, and submitted to the ARPA Committee. The ARPA Committee will review each Effort Certification Form for accuracy and compliance with the ARP/CSLFRF grant award and will maintain the documentation with the County's records in accordance with the ARP/CSLFRF Record Retention Policy.

*For Less than 100% Covered Employees.* The applicable Effort Certification Form must be completed by the employee **<u>quarterly</u>**, or at such other interval as requested by the ARPA Committee, signed by the employee and the employee's supervisor, and submitted to the ARPA Committee. The Effort Certification Form must clearly and accurately reflect all ARP/CSLFRF eligible activities performed by the employee for each month of the preceding quarter. The ARPA Committee will review each Effort Certification Form for accuracy and compliance with the ARP/CSLFRF grant award and will maintain the documentation with the County's records in accordance with the ARP/CSLFRF Record Retention Policy.

Non-Exempt Employees Who Are Less Than 100% Covered Employees. In addition to the foregoing reporting requirements, all non-exempt employees who are less than 100% covered employees must also submit an approved timesheet with the quarterly Effort Certification Form, detailing the allocation of time spent each day on eligible ARP/CSLFRF projects and job duties. The timesheet should cover the same timeframe as the Effort Certification Form. This timesheet is *in addition to* the County's standard timekeeping methods. Non-exempt employee timesheets for less than 100% covered employees will become an integral part of the Effort Certification Form and will be maintained with the County's records pursuant to the ARP/CSLFRF Record Retention Policy.

Budget estimates or other distribution percentages determined before an employee's services are performed do not qualify as support for charges to the ARP/CSLFRF award, but they may be used for interim accounting purposes *provided that* they reflect reasonable approximations of the activities actually performed.

## IV. <u>Change or Termination of Employment</u>

If an employee changes positions, he/she must complete an Effort Certification Form prior to such change, even if the new position is also to be compensated, in whole or in part, with ARP/CSLFRF funds. If an employee voluntary or involuntary terminates his/her employment with Brunswick County, he/she must complete the applicable Effort Certification Form prior to departure.

## V. <u>Violation of Policy</u>

Any employee who violates any provision of this policy, or who falsifies timekeeping records hereunder, may be subject to disciplinary action up to and including immediate termination of employment. Such employee may also be held personally liable for the repayment of any ARP/CSLFRF grant funds received as a result of such violation or falsified records.

## EXHIBIT A Individual Time and Effort Certification

Uniform Guidance provisions, 2 CFR 200.430(i)(1), state that charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

(i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(ii) Be incorporated into the official records of the non-Federal entity;

(iii) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

(iv) Encompass federally-assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;

(v) Comply with the established accounting policies and practices of the non-Federal entity.

Where employees are expected to work solely (100%) on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared **quarterly** and will be signed by the employee or a supervisory official having first-hand knowledge of the work performed by the employee.

Employees working on multiple activities or cost objectives, must document their work according to the distribution of their salaries or wages through monthly personnel activity reports instead of semi-annual certifications.

Organization Name:		
Employee Name:		
Position/Title:		
Department:		
Performance Period Start Date:	Performance Period End Date:	
CSLFRF Project Name:		
CSLFRF Project ID #:		

\*Employee's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

\* I certify that 100% of my time during the period covered by this certification was spent performing duties and responsibilities for the federally funded cost object identified above.

\*\*Supervisor's Signature:

Date Signed:

\*\* I certify that I have first-hand knowledge of the activities performed by the employee identified above and that the employee worked solely on the federally funded cost objective identified above during the period covered by this certification.

# EXHIBIT B

## Individual Personnel Activity Report

Uniform Guidance provision 2 CFR 200.430(i)(1)(vii) states that employees working on multiple activities or cost objectives must document their work according to the distribution of their salaries or wages among specific activities or objectives. This will be supported through the use of a **quarterly** Personnel Activity Report. The Log must reflect 100% of the total activity and be based upon actual time and effort charged to all funding sources (not budgeted or estimated time).

Organization Name:					
Employee Name:					
Position/Title:					
Department:					
Performance Period Start Date:		Performanc	e Period End Date:		
Total Hours Worked During Perfor	mance Period:				
Federal Funding Effort Detail (Identify the federally funded project(s) and include a brief detail of work performed.)		CSLFRF Project ID #	Hours Worked	Percent (%) of Total Hours	
	То	otal Federall	y Funded Distribution	(%):	
(Provide a summary of all work not associated with a federally funded project. To ensure this report covers all			Hours Worked	Percent (%) of Total Hours	
Summary of All Non-Federal \	Nork				
Vacation					
	Тс	otal Non-Feo	lerally Funded Distrib	ution (%):	
	Тс	otal Effort:			100%
		-	al 100% and be represen	-	hours worked
	dı	uring perform	ance period tracked in t	his report)	

\*Employee's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

\* I certify that certify that the distributions of effort reflected in this report represents the actual work performed during the period covered by this report.

\*\*Supervisor's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

\*\* I certify that I have first-hand knowledge of the activities performed by the employee identified above and that the distribution of effort shown represents the actual work performed during the period covered by this report to the best of my knowledge.



## Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## **Nondiscrimination Policy**

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** ARP/CSLFRF funds are subject to US Treasury regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22; and

**WHEREAS** pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving ARP/CSLFRF funds, Brunswick County agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of ARP/CSLFRF funds under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and US Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and US Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**BE IT RESOLVED** that the Board of Commissioners of Brunswick County hereby adopts and enacts the following Nondiscrimination Policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award.

It is the policy of Brunswick County to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by Brunswick County, including programs or activities that are funded in whole or part, with ARP/CSLFRF funds, which Brunswick County received from US Treasury pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

## I. <u>Governing Statutory & Regulatory Authorities</u>

As required by the ARP/CSLFRF <u>Award Terms and Conditions</u>, Brunswick County shall ensure that each "activity," "facility," or "program"<sup>1</sup> that is funded in whole, or in part, with ARP/CSLFRF funds and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and US Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and US Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

<sup>&</sup>lt;sup>1</sup> 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, Brunswick County shall prohibit, at a minimum, the following practices in its administration of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award:

- 1. Denying to a person any service, financial aid, or other program benefit without good cause;
- 2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- 3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
- 4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
- Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
- 6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
- 7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- 8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
- 9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
- 10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

## III. <u>Reporting & Enforcement</u>

- Brunswick County shall cooperate in any enforcement or compliance review activities by US Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Brunswick County shall comply with information requests, on-site compliance reviews, and reporting requirements.
- 2. Brunswick County shall maintain a complaint log and inform US Treasury of any complaints of discrimination on the grounds of race, color, or national origin

(including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. Brunswick County shall inform US Treasury if it has received no complaints under Title VI.

- 3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with US Treasury. Any such complaint must be in writing and filed with US Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
- 4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by Brunswick County in violation of this policy should contact the following office within one hundred eighty (180) days from the date of the alleged discriminatory occurrence:

Brunswick County Government Attn: ARPA Funding Manager P. O. Box 249 Bolivia, NC 28422

With a copy to:

Brunswick County Government Attn: County Attorney P. O. Box 249 Bolivia, NC 28422



# **BRUNSWICK COUNTY**

# **CONTRACT AND PURCHASING POLICY**

Adopted by the Board of Commissioners: May 6, 2019 As amended and adopted: May 2, 2022

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## 1. **PREAMBLE**

This Contract and Purchasing Policy is intended for use as a guide to Brunswick County's contracting and procurement methods and practices. The goal of this policy is to standardize Brunswick County's contracting and procurement methods and to establish and implement a system of internal controls that provide reasonable assurance that the County is in compliance with N.C.G.S. Chapter 143, Article 8: Public Contracts and the Uniform Guidance for Federal Awards, 2 C.F.R. Part 200. While this policy does not answer all procurement related questions, it provides a foundation for County procurement methods.

The goals of Brunswick County's purchasing program are as follows:

- 1. To comply with legal and ethical requirements for public purchasing and procurement.
- 2. To assure vendors that impartial and equal treatment is afforded to all who conduct business with the County.
- 3. To receive maximum value for money spent by awarding purchase orders to the lowest responsive, responsible bidder, taking into consideration quality, performance, support, delivery schedule, previous performance, business location, and other relevant factors.
- 4. To provide County departments the required goods and services in a timely manner in the proper quantity and quality while providing necessary information to the County Finance Department.
- 5. To professionally administer the search for sources of supplies, the development of new sources, and the selection of suppliers.
- 6. To promote healthy business relationships through informed and fair purchasing practices and maintenance of ethical standards.

This policy supersedes all prior or contemporaneous policies and resolutions related to contracting and procurement methods and practices by Brunswick County, including, without limitation, the Resolution for Approval of Construction Contract Modifications and Change Orders dated March 17, 2008, and the Resolution for Approval of Professional and Service Contracts dated July 1, 2013.

Any questions or concerns about this policy or the established procedures should be directed to the County Attorney's office or the Director of Fiscal Operations.

## 2. GENERAL GUIDELINES

## 2.1 Planning

It is imperative that all County departments take time to properly plan purchases. Purchasing plans should be made for goods and services to be purchased in both the near and distant future, thereby minimizing small orders and last-minute purchases. Planning is of highest importance to the County because proper planning reduces unnecessary clerical and supervisory time and costs associated with the procurement process.

## 2.2 Incurring Obligations

No obligation may be incurred in a program, function, or activity accounted for in a fund unless the budget ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains. No obligation may be incurred for a capital project or a grant project authorized by a project ordinance unless that project ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay the sums obligated by the transaction as required by N.C.G.S. § 159-28(a).

## 2.3 Local Buying

It is the desire of Brunswick County to contract with vendors within Brunswick County provided that such vendors provide the County with the lowest price on equivalent goods or services meeting the County's needs. The County has a responsibility to its citizens and local businesses which is bilateral; both to spend locally when possible, but always to ensure that whenever taxpayer money is spent, it is spent with prudence. Because state statute uses an award standard of the lowest responsive, responsible bidder, the County prohibits the use of geographical preference in the selection of a vendor in competitively bid contracts. However, every effort will be made to encourage qualified local vendors and suppliers to compete for County business.

## 2.4 <u>Buying Proper Quality</u>

Quality and service are as important as price when considering goods for purchase. It is the duty of the requesting department to secure the most cost-effective goods or services that will meet the requirements for which the goods or services are intended. In some instances, the lowest price does not necessarily mean the lowest cost. A higher price, higher quality product may save the County from excess expenses in the future. The requesting department should take this into consideration when making a purchase. However, when making a purchase of other than the lowest cost goods or services, the requesting department should be prepared to justify such a purchase to County Administration based on standards directly related to the quality of the goods or services to be obtained, or the terms on which such goods or services are to be provided.

## 2.5 Standard of Award

Vendors will be selected on a competitive basis, unless exceptions apply. Bid awards, purchase orders, and/or contracts will be issued to the lowest responsive, responsible bidder, unless otherwise noted herein.

## 2.6 Purchase Procedures

## 2.6.1 Purchase Orders

All obligations of the County of \$5,000 or more and all recurring/blanket obligations must be supported by an official purchase order (PO). The dollar amount of any single item under a blanket purchase order shall not exceed \$5,000.

The following exceptions apply:

- 1. Salaries and wages
- 2. Fringe benefits
- 3. Travel and registration expenditures
- 4. Fuel
- 5. Telephone and utilities
- 6. Routine maintenance agreements
- 7. Legal services
- 8. Medical services
- 9. Postage
- 10. Payments for appropriations to non-profit entities, public schools, and community colleges
- 11. Debt service payments
- 12. Advertisements in local newspapers
- 13. Beneficiary payments to social services recipients
- 14. Social services payments to medical transportation providers
- 15. Animal services payments for veterinary service providers
- 16. Payments made to or on behalf of beneficiaries of the Public Housing Section 8 program
- 17. County credit card purchases
- 18. Others as periodically determined by the Director of Fiscal Operations or other designated purchasing official
- 19. Small obligations of less than \$5,000 under the following conditions:
  - a. Non-reoccurring expenditures (i.e. certain dues, subscriptions, or services)
  - b. An unencumbered balance is available for obligation
  - c. Shall be supported with a properly executed original invoice
  - d. Any abuse/misuse as determined by the Director of Fiscal Operations or other designated purchasing official of the small obligation procedure shall cause it to be discontinued for that respective department.

## 2.6.2 Emergency Purchases Orders

Emergency purchase orders may be issued on a case-by-case basis in accordance with all sections of this policy. If it is anticipated that a purchase will be submitted for FEMA reimbursement, the purchase order must include certain clauses required by FEMA, which may be obtained from Finance or the County Attorney's office.

## 2.7 Limitations of Procurement

## 2.7.1 Debarment

Brunswick County is prohibited from and will not use vendors who have been debarred by federal, state, or local governments. Vendor verification can be made through the federal System for Award Management (SAM) website, the NC Debarred Vendor List, and any County list maintained by the Finance Department and published on the County's intranet site.

## 2.7.2 E-Verification Requirement

No contract can be entered unless the contractor agrees to comply with NC E-Verify hiring requirements pursuant to N.C.G.S. § 143-133.3. Under the law the entity must possess twenty-five (25) or more employees for E-Verify to be applicable.

The following exceptions apply:

- 1. Expenses related to travel, including transportation and lodging, for employees, officers, agents, elected officials, or members of state or local boards, commissions, committees, or councils.
- 2. Contracts solely for the purchase of goods, apparatus, supplies, materials, or equipment (contracts that involve a combination of purchase and construction or purchase and service would not be exempt).
- 3. Contracts let under N.C.G.S. § 143-129(e)(1), (9) or (9a) (the exceptions to competitive bidding requirements for purchases made directly from another unit of government or from a vendor under contract with the State of North Carolina or a federal agency).
- 4. Contracts let under N.C.G.S. § 143-129(g) (the piggyback exception to competitive bidding requirements).

## 2.7.3 Divestment from Companies that Boycott Israel

N.C.G.S. Chapter 147, Article 6G prohibits the investment of state funds in, or governmental contracting with, any company that boycotts or is involved in a boycott of Israel. To verify companies please visit the NC Treasurers website at <u>www.nctreasurer.com</u>.

## 2.7.4 Non-appropriation of Funds Clause for Contracts Spanning More Than One County Fiscal Year

In any contract or other agreement in which the other party's performance occurs in more than one County fiscal year, the following language shall be included in the contract:

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.

## 2.7.5 Contract Renewals

Automatic renewals and options to renew must be included in calculating the contract amount for purposes of the approval thresholds in this policy.

## 2.7.6 Maximum Length of Contract

The maximum length of any contract, including automatic renewals and options to renew, shall not exceed three (3) years without the approval of the signatory authority based on a determination that the longer period is in the best interests of the County.

## 2.8 Contract Approval Process / Review by County Attorney

## 2.8.1 Contracts and Documents Subject to Review

The following types of contracts, contract amendments, and documents must go through the contract approval process:

- 1. Service contracts \$10,000 or more, except those for services that fall under the Mini-Brooks Act (Architectural, Engineering and/or Surveying) for which a qualification-based selection applies.
- 2. Service contracts for services that fall under the Mini-Brooks Act (Architectural, Engineering and/or Surveying) for which a qualification-based selection applies, regardless of the amount.
- 3. Contracts for the purchase or lease of goods (apparatus, supplies, materials, and/or equipment) \$30,000 or more.
- 4. Construction or repair contracts \$30,000 or more.
- 5. Any contract for which Board of Commissioners approval or signature of the Chairman of the Board is sought or required.
- 6. Any contract \$10,000 or more for which FEMA reimbursement will be sought.
- 7. Any contract \$10,000 or more with federal source of funds.
- 8. Any contract involving a grant.
- 9. Franchise agreements.
- 10. Leases, licenses or other agreements for the use of County property.
- 11. Funded Agency.
- 12. Interlocal.
- 13. Sole source (all documentation).
- 14. All Requests for Proposals, Requests for Qualifications, and Invitations to Bid.

# Please refer to Appendix B for additional information regarding contract approval requirements.

Contracts requiring approval must be submitted for County Attorney review through the iContracts portal. This process serves as a tool to ensure the correct execution of contracts and to provide instruction and information necessary to assist in the process. A department should not permit a contractor to start work, and create an obligation on the part of the County, until the contract has been fully executed and copies are in the possession of the department, the County, and the contractor.

## 2.8.2 Use of Document Templates

Departments should utilize standard County contract and document templates available through the iContracts portal if possible. The County Attorney's office has created a library of standard templates that are tailored for use for many specific types of contracts and circumstances. Non-standard (vendorgenerated) contracts should be limited, but may be necessary in some circumstances. Contact the County Attorney's office for guidance on use of the appropriate form of contract.

## **3. PREAUDIT CERTIFICATION**

Except as otherwise provided by law, no obligation may be incurred by the County unless the budget resolution includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay in the current fiscal year the sums obligated by the transaction for the current fiscal year.

If an obligation is reduced to a written contract or written agreement requiring the payment of money or is evidenced by a written purchase order for supplies and materials, the written contract, agreement, or purchase order shall include on its face a certificate stating that the instrument has been preaudited and shall be signed by the Director of Fiscal Operations to assure compliance with N.C.G.S §159-28(a1). The certificate will take substantially the following form:

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

(Date)

(Signature of Director of Fiscal Operations)

No preaudit certification is required for: (1) an obligation, or a document related to the obligation, that has been approved by the Local Government Commission; (2) payroll expenditures, including employee benefits; or (3) electronic payments, as specified in the rules adopted by the Local Government Commission.

An obligation incurred in violation of the requirements of state law as specified in this policy is invalid and may not be enforced. The Director of Fiscal Operations shall establish procedures in accordance with any rules adopted by the Local Government Commission to ensure compliance with statutory requirements and this policy.

## 4. ELECTRONIC PAYMENTS

In order for electronic transactions to qualify for an exemption from the preaudit requirements in N.C.G.S. § 159-28(d1), the disbursement must be in compliance with the rules adopted by the Local Government Commission as detailed below:

- 1. The amount claimed is payable.
- 2. There is a budget, project, or grant ordinance appropriation authorizing the expenditure.
- 3. The monies remain within the appropriation to cover the amount that is due.

## 5. CONFLICTS OF INTEREST; GIFTS AND FAVORS

Employees and officers shall not, pursuant to their public authority, make or administer any contracts for their own direct financial benefit. Employees and officers who derive a direct benefit, but are not involved in making or administering the contract, are further prohibited from influencing or attempting to influence the award of contracts, or from soliciting or receiving gifts or rewards for recommending, and influencing or attempting to influence contract awards. These matters are generally governed by N.C.G.S. § 14-234.

Pursuant to N.C.G.S. § 133-32, no employee or officer of Brunswick County who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contracts; (2) awarding or

administering public contracts; or (3) inspecting or supervising construction, shall accept any gifts or favors from any vendor or service provider who has a contract with a governmental agency, or has performed under such a contract within the past year, or anticipates bidding on such a contract in the future.

This Section is not intended to prevent a gift a public servant would be permitted to accept under N.C.G.S. § 138A-32, or the gift and receipt of honorariums for participating in meetings, advertising items or souvenirs of nominal value, or meals furnished at banquets. This Section is not intended to prevent any contractor, subcontractor, or supplier from making donations to professional organizations to defray meeting expenses where governmental employees are members of such professional organizations, nor is it intended to prevent governmental employees and officers who are members of professional organizations from participation in all scheduled meeting functions available to all members of the professional organization attending the meeting.

This Section is also not intended to prohibit customary gifts or favors between employees or officers and their friends and relatives or the friends and relatives of their spouses, minor children, or members of their household where it is clear that it is that relationship, rather than the business of the individual concerned, which is the motivating factor for the gift or favor. However, all such gifts knowingly made or received are required to be reported by the recipient to their Department Head if the gifts are made by a contractor, subcontractor, or supplier doing business directly or indirectly with the governmental agency employing the recipient of such a gift.

Please note that Brunswick County has adopted a separate Conflict of Interest Policy for procurements utilizing American Rescue Plan Act of 2021/Coronavirus State and Local Fiscal Recovery Funds (ARP/CSLFRF). Please refer to the specific ARP/CSLFRF Conflict of Interest Policy contained in the ARP/CSLFRF Policies and Procedures Manual for additional guidance and requirements.

# 6. GENERAL PROCUREMENT STANDARDS AND PROCEDURES – LOCAL AND STATE FUNDING

## 6.1 Application

This Section applies to all local and state funded procurement. Such procurement must be in compliance with local, state and federal rules and regulations, including, without limitation, N.C.G.S. Chapter 143, Article 8: Public Contracts, and the Uniform Guidance for Federal Awards, 2 C.F.R. Part 200.

## 6.2 Minority and Women-Owned Business Enterprises

For building construction and repair projects in excess of \$30,000, the County must make a good faith effort to provide minority and women-owned businesses, as defined in N.C.G.S. § 143-128.2(g), with equal access and opportunity to participate in the County's business opportunities. To that end, at a minimum, contractor bid opportunities must be timely posted to the North Carolina Department of Administration, Office for Historically Underutilized Businesses Bid Posting Website located at: <u>https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/submit-contractor-bid-opportunity-hub</u>.

# 7. SPECIFIC PROCUREMENT STANDARDS AND PROCEDURES – LOCAL AND STATE FUNDING

## 7.1 Purchases or Leases for Apparatus, Supplies, Materials and/or Equipment

## 7.1.1 Purchases or Leases up to \$30,000

Purchases or leases in this price range shall be procured through an informal price comparison process. A minimum of three (3) price comparisons is required. All documentation related to price comparisons must be maintained within the requesting department's records, and such records are subject to audit. Non-responsive submissions do not qualify. If three (3) price comparisons cannot be obtained, a detailed explanation must be submitted to the County Attorney's office.

## 7.1.2 Purchases or Leases between \$30,000 and \$90,000

Purchases or leases in this price range shall be procured through an informal bid process pursuant to N.C.G.S. § 143-131. The requesting department is required to secure a minimum of three (3) informal bids. Informal bids may be received via telephone, facsimile, or email, and they must be documented on the electronic requisition with a copy provided to the Finance Department. The Finance Department or County Attorney's office may request additional bids if deemed necessary. If three (3) informal bids cannot be obtained, a detailed explanation must be submitted to the Finance Department and County Attorney's office. *Please refer to Section 7.3 for proper procedures related to Construction and Non-Emergency Repair in this price range.* 

## 7.1.3 Delegation of Approval Authority to County Manager (up to \$90,000)

The Board of Commissioners delegates approval authority to the County Manager for the purchase of goods or services in an amount up to \$90,000 *provided that* there is a budget appropriation available <u>and</u> the item(s) were included in the annual budget presentation that supports the budget ordinance.

## 7.1.4 Purchases or Leases \$90,000 or more

Purchases or leases in this price range shall be procured through a formal bid process pursuant to N.C.G.S. § 143-129. All formal bids shall be procured through the County Attorney's office and must be approved by the Board of Commissioners. The formal bid package along with all supporting documentation must be submitted to the County Attorney's office for review through iContracts at least thirty (30) days prior to the advertisement for bids.

*Please refer to Section 7.3 for proper procedures related to Construction and Non-Emergency Repair in this price range.* 

#### 7.2 Special Considerations for Construction or Repair

No contract may be divided for the purpose of avoiding bidding or notice requirements pursuant to N.C.G.S. § 143-133.

#### 7.3 Construction and Non-Emergency Repair Procedures

#### 7.3.1 Construction and Repair up to \$30,000

Construction and repair contracts in this price range shall be procured through an informal price comparison process. A minimum of three (3) price comparisons is required. All documentation related to price comparisons must be maintained within the requesting department's records, and such records are subject to audit. Non-responsive submissions do not qualify. If three (3) price comparisons cannot be obtained, a detailed explanation must be submitted to the County Attorney's office.

## 7.3.2 Construction and Repair between \$30,000 and \$500,000

Construction and repair contracts in this price range shall be procured through an informal bid process pursuant to N.C.G.S. § 143-131. The requesting department is required to secure a minimum of three (3) informal bids. Informal bids may be received via telephone, facsimile, or email, and they must be documented on the electronic requisition with a copy provided to the Finance Department. The Finance Department or County Attorney's office may request additional bids if deemed necessary. If three (3) informal bids cannot be obtained, a detailed explanation must be submitted to the Finance Department and County Attorney's office. Informal bids in this price range must be approved by the Board of Commissioners. *If the contract involves construction or repair of a building \$300,000 or more, please refer to 7.3.4.* 

## 7.3.3 Construction and Repair \$500,000 or more

Construction and repair contracts in this price range shall be procured through a formal bid process pursuant to N.C.G.S. § 143-129. Three (3) competitive bids are required for construction and/or repairs. All formal bids shall be procured through the County Attorney's office. The formal bid package along with all supporting documentation must be submitted to the County Attorney's office for review through iContracts at least thirty (30) days prior to the advertisement for bids. If three (3) bids are not received, the County will readvertise. If three (3) bids are not received for the re-advertisement, the contract may be awarded with less than three (3) bids. Formal bids in this price range must be approved by the Board of Commissioners. *If the contract*  involves construction or repair of a building \$300,000 or more, please refer to 7.3.4.

## 7.3.4 Construction and Repair involving a building \$300,000 or more

All construction and repair contracts involving a building \$300,000 or more must also comply with the following additional requirements:

- 1. Formal Historically Underutilized Business ("HUB") participation required under N.C.G.S. § 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
- 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C.G.S. § 143-128(a).
- 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under N.C.G.S. § 143-129(a1).

## 7.3.5 Delegation of Approval Authority to County Manager for Certain Construction or Repair Contracts

The Board of Commissioners delegates approval authority to the County Manager for construction or repair projects in an amount up to \$500,000 *provided that* there is a budget appropriation available <u>and</u> the project(s) were included in the annual budget presentation that supports the budget ordinance.

## 7.4 Architectural, Engineering or Surveying Contracts

Procurement of all architectural, engineering or surveying services shall be in accordance state Mini-Brooks Act/Qualification Based Selection requirements pursuant to N.C.G.S. § 143-64.31. All such services shall be procured through the use of a Request for Qualifications, which must be submitted to the County Attorney's office for review through iContracts. Award of qualification-based services must be approved by the Board of Commissioners in accordance with the terms of this policy and applicable general statutes. Initial selection must be based on qualifications rather than price. The Board of Commissioners may exempt a contract of this type estimated to cost less than \$50,000 from these requirements.

## 7.5 <u>Non-Emergency Services</u>

All non-emergency service contracts, for which the contractor will perform work while on County property, must be accompanied by a written contract. All contracts must be delivered to the County Manager, the Director of Fiscal Operations, and the County Attorney for review prior to execution. The requesting department should utilize iContracts for such review, as applicable, pursuant to the thresholds set forth in this policy. The contract must follow all signature procedures and contain all necessary insurance and payment options and be compliant with the Local Government Budget and Fiscal Control Act. The completed and signed contract must be reviewed as to form by the County Attorney, signed by the County Manager and/or Board of Commissioners, as appropriate, pre-audited by the Director of Fiscal Operations, and be filed in the respective department. If a contract requires action by the Board of Commissioners, the Chairman of the Board's signature may be required. The executed contract should be scanned and attached to the department requisition that is forwarded to the Finance Department. The County will attempt to structure contracts to coincide with the fiscal year unless another arrangement is in the best interest of the County.

Contracts directly authorized by the Board of Commissioners through direct award or budget authorization may be executed by the County Manager. Subsequent orders changing the original contract, which do not exceed the approved cost of the contract, will be executed by the County Manager.

## 7.6 Special Procurement Procedures for Technology Goods and Services

All technology purchases require the approval of the Information Technology ("IT") Director. This includes, but is not limited to, hardware, software, licensing, maintenance, and all technology-related service contracts. Please note that there are specific requirements related to the purchase of IT goods and services contained in N.C.G.S. § 143-129.8. For additional information or assistance, please contact the County Attorney's office.

## 7.7 Exceptions to Competitive Bidding Requirements

North Carolina General Statutes provide Exceptions to State Competitive Bidding Requirements for NC Local Governments. Brunswick County departments are encouraged to utilize these alternative procurement methods when the appropriate exception allows the County to procure the goods or services desired more conveniently and efficiently than normal competitive bidding procedures. The intent to use an exception should be submitted to the Director of Fiscal Operations and the County Attorney for review prior to submitting a purchase requisition as some of the exceptions may require approval by the Board of Commissioners. Exceptions are detailed in N.C.G.S. § 143-129, but the most commonly utilized exceptions are described below.

## 7.7.1 Sole Source

A sole source exception may apply to certain purchases that fall within the competitive bidding ranges (informal or formal) set forth herein. Pursuant to N.C.G.S. § 143-129(e)(6), a sole source exception may apply to purchases made with local or state funding when: (1) performance or price competition for a product are not available; (2) a needed product is available from only one source of supply; or (3) standardization or compatibility is the overriding consideration. Departments that seek to procure goods from a sole source must: (1) ensure the correct application of the sole source exception; (2)

complete a Sole Source Justification Form; (3) complete a resolution for approval by the Board of Commissioners authorizing the purchase under the applicable sole source exception (a template form is available in the iContracts library); and (4) maintain all required documentation, including without limitation, the justification for and lack of available competition for the item. The required documentation must be attached to the Sole Source Justification Form, and the documentation must be reviewed and approved by the Department Head, Director of Fiscal Operations or other designated purchasing official, and the County Attorney. By statute, sole source purchases require approval by the Board of Commissioners prior to the award of the contract. Any sole source purchase approval intended to apply to reoccurring purchases must be reviewed and approved by the Board of Commissioners at least every three (3) years to ensure that a sole source exception still applies. Please refer to Section 9.4.1 for specific information related to sole source purchases made, in whole or in part, with the use of federal funds, as federal exceptions to competitive bidding are more restrictive.

## 7.7.2 Purchasing on "State Contract" N.C.G.S. § 143-129(e)(9)

An exception applies for purchases from contracts established by the State or any agency of the State, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the State contract.

# 7.7.3 "Piggybacking" on Other Government Agency Purchases N.C.G.S. § 143-129(g)

Although commonly called "piggybacking," this exception is actually a waiver for previously bid contracts. It applies to the purchase of apparatus, supplies, materials or equipment (excludes services) when a department seeks to purchase goods from a person or entity that has, through a competitive bidding process within the past twelve (12) months, contracted to furnish an item to: (1) the federal government or any federal agency; (2) the State of North Carolina or any agency or political subdivision of the state; or (3) any other state or agency or political subdivision of that state. The price and terms must be as good as or better than those that could be obtained through a formal bidding process, and the item specifications must be the same.

## 7.7.4 Group Purchasing Program Exception N.C.G.S. § 143-129(e)(3)

This exception applies to purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two (2) or more public agencies. Some of the most common group purchasing programs include, without limitation, the NC Sheriff's Association Vehicle Procurement Program, Sourcewell (formerly NJPA), U.S. Communities, and The Cooperative Purchasing Network.

## 7.7.5 Special Emergencies

The County Manager may exempt the procurement of any goods or services from the requirements of this policy in cases of special emergency involving the health and safety of the people or their property pursuant to N.C.G.S. § 143-129(e)(2). In order to exercise this emergency exemption, the emergency must be present, immediate, and existing. It cannot be a condition that is merely anticipated and may never actually occur. If the condition can be foreseen in time to take action to prevent harm to the public (or if the required procurement method can be completed before any harm would occur), the emergency exception cannot be invoked. Further, if harm to the public can be averted through temporary measures while the proper procurement method is being conducted, the emergency exception cannot be used. The failure to take proper precautions to prevent the need for an emergency procurement will not be accepted as a justification for exemption from the requirements of this policy.

## 7.8 <u>Delegation of Approval Authority to County Manager for Certain Change</u> <u>Orders and Contract Modifications or Amendments</u>

The Board of Commissioners delegates approval authority to the County Manager for change orders and contract modifications for previously approved contracts in an amount up to \$30,000 *provided that* there is a current budget appropriation available.

## 8. GENERAL PROCUREMENT STANDARDS AND PROCEDURES – FEDERAL FUNDING

## 8.1 Application

This Section applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). All federally funded projects, loans, grants, and sub-grants, whether funded in whole or in part, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200. These requirements also apply to any subrecipient of federal funds.

## 8.2 Compliance with Federal Law

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The County will follow all applicable local, state, and federal procurement requirements when expending federal

funds. Should the County have more stringent requirements, the most restrictive requirement shall apply as long as it is consistent with state and federal law.

## 8.3 Minority and Women-Owned Business Enterprise ("M/WBE") Solicitation

For <u>all</u> federally-funded contracts, subcontracts, and procurements for services (including engineering and legal), supplies, equipment, and construction or repair, the County must make minority businesses aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Pursuant to 2 C.F.R. § 200.321, the County must take affirmative steps, otherwise known as "six good faith efforts," to ensure that minority firms, women's business enterprises, and labor surplus area firms are afforded equal contracting opportunities. The affirmative steps include:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources of products or services to be bid;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises (i.e. provide alternate bidding scenarios);
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises (i.e. timing and flexibility);
- 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the United States Department of Commerce; and
- 6. Requiring any prime contractor to take the affirmative steps listed above, if they will be awarding subcontracts.

The County and any prime contractor must maintain documentation evidencing compliance with these "six good faith efforts."

If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. However, as noted below, the procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this policy.

## 8.4 <u>No Evasion</u>

No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this policy or state and federal law.

#### 8.5 <u>Contract Requirements</u>

All contracts, except those that fall at or below the "micro-purchase" threshold as set forth in 2 C.F.R. § 200.67, that are paid for, in whole or in part, with federal funds shall be in writing and must be submitted through iContracts for review by the County Attorney's office. *Please note that the "micro-purchase" threshold is periodically adjusted for inflation. As of the date of this policy, the threshold is \$10,000.* The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

#### 8.6 <u>Necessity</u>

Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Department Head or other designated purchasing official should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

#### 8.7 <u>Clear Specifications</u>

All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

#### 8.8 Notice of Federal Funding

All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

#### 8.9 <u>Compliance by Contractors</u>

All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

#### 8.10 Fixed Price

Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without the express written permission of the federal agency or state pass-through agency that awarded the funds. If a time and materials federal contract is awarded, the requesting department must exercise a high degree of oversight to be reasonably assured that the contractor is using efficient methods and effective cost controls.

## 8.11 Use of Brand Names

When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to achieve the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

#### 8.12 Lease versus Purchase

Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

## 8.13 Documentation

Documentation must be maintained by the requesting department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

## 8.14 Cost Estimate

For all procurements costing \$250,000 or more, the requesting department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

## 8.15 Contractor Oversight

The County department receiving the federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.

## 8.16 Open Competition

Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to, unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

## 8.17 Geographic Preference

No contract shall be awarded on the basis of a geographic preference.

## 8.18 Settlement of Issues

The County, *not* the federal government, shall be solely responsible for settling all contract disputes and claims. The federal government will not be a party to or defend contract claims for any reason.

# 9. SPECIFIC PROCUREMENT STANDARDS AND PROCEDURES – FEDERAL FUNDING

The County shall solicit bids in accordance with the requirements under this Section of the policy based on the type and cost of the contract.

## 9.1 <u>Purchase or Service Contracts</u>

*Except for Architectural, Engineering or Surveying services which are covered in the Mini-Brooks Act and for which a qualification-based selection process is required:* 

## 9.1.1 Purchases of Goods and/or Services up to \$10,000

Goods and/or services in this price range shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. 200.320(a)(1)) as follows:

- 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered fair and reasonable. Reasonableness may be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor.
- 2. To the extent practicable, purchases must be distributed among qualified suppliers.

## 9.1.2 Purchases of *Goods Only* between \$10,000 and \$90,000

This process only applies to the procurement of goods, not services, in this price range. Goods in this price range shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. 200.320(a)(2)) as follows:

- 1. Obtain price or rate quotes from an "adequate number" of qualified sources. A federal grantor agency may issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued.
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Cost or price analysis is not required prior to soliciting bids.
- 4. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis.

## 9.1.3 Purchases of *Goods Only* \$90,000 or more

This process only applies to the procurement of goods, not services, in this price range. Goods in this price range shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(b)(1)) and state formal bidding procedures (N.C.G.S. § 143-129) as follows:

- 1. Cost or price analysis is required prior to soliciting bids.
- 2. Complete specifications or purchase description must be made available to all bidders.
- 3. The bid must be formally advertised in a newspaper of general circulation for at least seven (7) full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the Board of Commissioners in advance. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the Board of Commissioners the right to reject any or all bids only for "sound documented reasons."
- 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 5. Bids must be open at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of two (2) bids must be received in order to open all bids.
- 6. Award the contract to the lowest responsive, responsible bidder on a fixed-

price basis. Board of Commissioners approval is required unless the Board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."

## 9.1.4 Purchases of *Services Only* between \$10,000 and \$250,000

This process only applies to the procurement of services, not goods, in this price range. Services in this price range shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. 200.320(a)(2)) as follows:

- 1. Obtain price or rate quotes from an "adequate number" of qualified sources. A federal grantor agency may issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued.
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Cost or price analysis is not required prior to soliciting bids.
- 4. Award the contract to the lowest responsive, responsible bidder on a fixedprice basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).

## 9.1.5 Purchases of *Services Only* \$250,000 or more

This process only applies to the procurement of services, not goods, in this price range. Services in this price range shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(b)(2)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

- 1. A Request for Proposal ("RFP") must be publicly advertised. Formal advertisement in a newspaper is not required as long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms. A federal grantor agency may issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued.
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
- 4. Consider all responses to the publicized RFP to the maximum extent practical.

- 5. There must be a written method for conducting technical evaluations of proposals and selecting the winning firm.
- 6. Award the contract to the responsible firm with the most advantageous proposal taking into consideration price and other factors identified in the RFP.
- 7. Award the contract on a fixed-price or cost-reimbursement basis.

## 9.1.6 Delegation of Approval Authority to County Manager (up to \$90,000)

The Board of Commissioners delegates approval authority to the County Manager for the purchase of goods or services in an amount up to \$90,000 *provided that* there is a budget appropriation available <u>and</u> the item(s) were included in the annual budget presentation that supports the budget ordinance.

## 9.2 Architectural, Engineering or Surveying Contracts

Procurement of all architectural, engineering or surveying services shall be in accordance state Mini-Brooks Act/Qualification Based Selection requirements pursuant to N.C.G.S. § 143-64.31. All such services shall be procured through the use of a Request for Qualifications ("RFQ"), which must be submitted to the County Attorney's office for review through iContracts. Award of qualification-based services must be approved by the Board of Commissioners in accordance with the terms of this policy and applicable general statutes. Initial selection must be based on qualifications rather than price. The Board of Commissioners may exempt a contract of this type estimated to cost less than \$50,000 from these requirements.

## 9.2.1 Architectural, Engineering or Surveying Services up to \$250,000

All architectural, engineering or surveying services in this price range shall be procured using the state "Mini-Brooks Act" requirements as follows:

- 1. An RFQ must be issued to solicit qualifications from qualified firms. A formal advertisement in a newspaper is not required. The price (other than unit cost) shall not be solicited in the RFQ.
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Respondent qualifications should be evaluated based on the evaluation criteria developed by the requesting department.
- 4. Respondents should be ranked based solely on qualifications, not price. Preference may be given to in-state, but not local, firms.
- 5. Fair and reasonable compensation will be negotiated with the best qualified firm. If negotiations are not successful, the County will commence negotiations with the second-best qualified firm.

6. The contract should be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

## 9.2.2 Architectural, Engineering or Surveying Services \$250,000 or more

All architectural, engineering or surveying services in this price range shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

- 1. An RFQ must be publicly advertised to solicit qualifications from an "adequate number of qualified sources." A federal grantor agency may issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued. A formal advertisement in a newspaper is not required. The price (other than unit cost) shall not be solicited in the RFQ.
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. The RFQ should identify the evaluation criteria and relative importance of each criteria (the criteria weight).
- 4. The County must consider all responses to the publicized RFQ to the maximum extent practical.
- 5. There must be a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
- 6. Respondent qualifications should be evaluated to rank respondents and for selection of the most qualified firm. Preference may be given to in-state, but not local, firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
- 7. Price cannot be a factor in the initial selection of the most qualified firm.
- 8. Once the most qualified firm is selected, fair and reasonable compensation will be negotiated. If negotiations are not successful, the County will commence negotiations with the second-best qualified firm.
- 9. The contract should be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

## 9.3 Construction and Repair Contracts

## 9.3.1 Construction and Repair up to \$10,000

Construction and repair contracts in this price range shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)(1)) as follows:

- 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered fair and reasonable. Reasonableness may be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor.
- 2. To the extent practicable, purchases must be distributed among qualified suppliers.

## 9.3.2 Construction and Repair between \$10,000 and \$250,000

Construction and repair contracts in this price range shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. 200.320(a)(2)) as follows:

- 1. Obtain price or rate quotes from an "adequate number" of qualified sources. A federal grantor agency may issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued.
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
- 4. Award the contract to the lowest responsive, responsible bidder on a fixedprice or not-to-exceed basis.

## 9.3.3 Construction and Repair between \$250,000 and \$500,000

Construction and repair contracts in this price range shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(b)(1)) as follows:

- 1. Cost or price analysis is required prior to soliciting bids (the cost estimate may be provided by the project designer).
- 2. Complete specifications must be made available to all bidders.
- 3. The bid solicitation must be publicly advertised for a period of time sufficient to give bidders notice of opportunity to submit bids. A formal advertisement in a newspaper is not required as long as other means of advertising will provide sufficient notice of the opportunity to bid. The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
- 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.

- 5. Bids must be open at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two (2) bids must be received in order to open all bids.
- 6. A 5% bid bond is required of all bidders. The winning bidder must also provide performance and payment bonds of 100% of the contract price.
- 7. The contract may only be awarded to the lowest responsive, responsible bidder on a firm fixed-price basis. Any and all bids may be rejected only for "sound documented reasons." *If the contract involves construction or repair of a building \$300,000 or more, please refer to 9.3.5.*

## 9.3.4 Construction and Repair \$500,000 or more

Construction and repair contracts in this price range shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(b)(1)) and state formal bidding procedures (N.C.G.S. § 143-129) as follows:

- 1. Cost or price analysis is required prior to soliciting bids (the cost estimate should be provided by the project designer).
- 2. Complete specifications must be made available to all bidders.
- 3. The bid must be formally advertised in a newspaper of general circulation for at least seven (7) full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the Board of Commissioners in advance. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the Board of Commissioners the right to reject any or all bids only for "sound documented reasons."
- 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 5. Bids must be open at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of three (3) bids must be received in order to open all bids.
- 6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the three-bid minimum requirement). The winning bidder must also provide performance and payment bonds of 100% of the contract price.
- 7. The contract may only be awarded to the lowest responsive, responsible bidder on a firm fixed-price basis. Board of Commissioners approval is required and cannot be delegated. The Board of Commissioners may reject and all bids only for "sound documented reasons." *If the contract involves*

construction or repair of a building \$300,000 or more, please refer to 9.3.5.

#### 9.3.5 Construction and Repair involving a building \$300,000 or more

Construction and repair involving a building \$300,000 or more must also comply with the following additional requirements under state law:

- 1. Formal Historically Underutilized Business ("HUB") participation required under N.C.G.S. § 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
- 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C.G.S. § 143-128(a).
- 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under N.C.G.S. § 143-129(a1).

## 9.3.6 Delegation of Approval Authority to County Manager for Certain Construction or Repair Contracts

The Board of Commissioners delegates approval authority to the County Manager for construction or repair projects in an amount up to \$500,000 *provided that* there is a budget appropriation available <u>and</u> the projects(s) were included in the annual budget presentation that supports the budget ordinance.

## 9.4 Exceptions

Non-competitive contracts are allowed *only* under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

## 9.4.1 Sole Source

A contract may be awarded without competitive bidding when the item is available from only one source. The requesting department shall document the justification for and lack of available competition for the item. Departments that seek to procure goods from a sole source using federal funds must: (1) ensure the correct application of the sole source exception pursuant to 2 C.F.R. § 200.320(c); (2) complete a Sole Source Justification Form; (3) complete a resolution for approval by the Board of Commissioners authorizing the purchase under the applicable sole source exception (a template form is available in the iContracts library); and (4) maintain all required documentation, including without limitation, the justification for and lack of available competition for the item. The required documentation must be attached to the Sole Source Justification Form, and the documentation must be reviewed and approved by the Department Head, Director of Fiscal Operations or other designated purchasing official, and the County Attorney. By statute, sole source purchases require approval by the Board of Commissioners prior to the award of the contract. Any sole source purchase approval intended to apply to reoccurring purchases must be reviewed and approved by the Board of Commissioners at least every three (3) years to ensure that a sole source exception still applies.

## 9.4.2 Public Exigency

A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

## 9.4.3 Inadequate Competition

A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this policy does not result in a qualified winning bidder.

## 9.4.4 Federal Contract

A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

## 9.4.5 Awarding Agency Approval

A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

## 9.4.6 Piggybacking

The piggybacking exception that may apply to local and state funded contracts is not permitted for federally-funded contracts.

## 9.5 <u>Special Consideration for Purchases Utilizing American Rescue Plan Act of</u> 2021/Coronavirus State and Local Fiscal Recovery Funds

On January 6, 2022, US Treasury issued its Final Rule implementing the Coronavirus State and Local Recovery Fund program of the American Rescue Plan Act of 2021 (ARP/CSLFRF). Under ARP/CSLFRF, certain recipients, including eligible units of local government, will receive allocated funds which may only be used for approved expenditures, as determined by US Treasury. In its Final Rule, US Treasury

established strict regulations for a local government's use of ARP/CSLFRF funds, including, without limitation, stringent contracting and reporting requirements. To ensure compliance with the Final Rule, the County has adopted separate policies and procedures, including, without limitation, a detailed project eligibility and pre-approval process, for any procurement made with the use of ARP/CSLFRF funds, whether in whole or in part. *Please refer to the specific ARP/CSLFRF Policies and Procedures Manual for additional guidance and requirements applicable to ARP/CSLFRF-funded procurements. While these separate policies are intended to be an integral part of this overall policy, to the extent the terms of any of the ARP/CSLFRF policies and procedures conflict with the provisions contained in this policy, the provisions of the specific ARP/CSLFRF policies and procedures shall govern for all ARP/CSLFRF-funded expenditures.* 

## **10. DISPOSITION OF SURPLUS PROPERTY**

When apparatus, supplies, materials, and/or equipment purchased for use by a County department are no longer suitable for use by that department, but may be useful to another department, the Department Head shall apprise all County departments of such property in order to maximize its benefit to the County. If, after a reasonable period of time, the Department Head determines that such property is not suitable for use by another County department, the Department Head, through the County Manager's office, may dispose of such surplus property as outlined below. All disposition methods set forth below, as well as any disposition of property for circumstances not specifically described below, shall be governed by the procedures set forth in Article 12 of Section 160A of the North Carolina General Statutes (160A-265 through 160A-280). (Although these statutes reference cities, note that all of these procedures are made applicable to counties by 153A-176).

## 10.1 Real or Personal Property Valued Greater Than or Equal To \$30,000

Upon authorization by the Board of Commissioners, such property may be disposed of by public auction, sealed bid, negotiated offer and upset bid, or exchange.

## 10.2<u>Real or Personal Property Valued Greater Than or Equal To \$5,000 but Less</u> <u>Than \$30,000</u>

Upon authorization by the Board of Commissioners, such property may be disposed of by any of the methods described in Section 10.1 or by private negotiation.

## 10.3 Personal Property Valued at Less Than \$5,000

Without authorization by the Board of Commissioners, such property may be disposed of by any of the methods described in Section 10.2 or as set out below. Such property may be declared surplus and disposed of by the County Manager or his/her designee for fair market value at public or private sale. The County Manager or his/her designee shall have authority to convey title to any property disposed of pursuant to this Section. The County Manager or his/her designee's estimate of value for any one item or group of items disposed of pursuant to this Section shall be verified by the Director of Fiscal Operations or his/her designee prior to sale.

The County Manager or his/her designee shall keep a record of all property sold under this Section, and the record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

Regarding the disposition of personal property, the County Manager or his/her designee is authorized to use existing private or public electronic auction services and to publish notice of all auctions solely by electronic means. The County Manager or his/her designee is authorized to discard any personal property that: (1) is determined to have no value; (2) remains unsold or unclaimed after the County has exhausted efforts to sell the property using any applicable procedure under this policy; or (3) poses a potential threat to public health or safety.

## 10.4 Special Consideration for Real Property Surplus; Minimum Terms

Notwithstanding the foregoing, any bids received for real property (of any value) which do not meet the criteria set forth below will be refused and will not be forwarded to the Board of Commissioners for consideration.

- 1. For properties that have been held by the County for a period of ten (10) years or longer, bids that meet or exceed the lesser of \$750 or 25% of current tax value.
- 2. For properties that have been held by the County for a period of less than ten (10) years, bids that meet or exceed the lesser of the County's basis in the property or 50% of current tax value.

## 10.5 <u>Purchase of Surplus Property by Employees</u>

County officials, employees and their immediate family shall be permitted to purchase County surplus property provided that no conflict of interest exists and provided further that the surplus item is otherwise available to the public, and the County employee does not gain a financial benefit based on non-public information the employee possesses because of his or her job.

## 10.6 Donations of Personal Property to Other Governmental Units

Pursuant to N.C.G.S. § 160A-280, personal property that the Board of Commissioners deems to be surplus, obsolete, or unused, including supplies, materials, and equipment, may be donated to another governmental unit within the United States, a sister county, or a nonprofit organization incorporated by the United States, one of the United States or the District of Columbia. For purposes of this section, a "sister county" is defined as one in a nation other than the United States that has entered into a formal, written agreement or memorandum of understanding with the County for the purposes of

establishing a long-term relationship to promote communication, understanding, and goodwill and to develop mutually beneficial activities, programs, and ideas. Any agreement or memorandum of understanding must be signed by the Chairman of the Board of Commissioners for both the donor and recipient. Additionally, the Board of Commissioners must adopt a resolution approving the donation, and the resolution must be posted publicly at least five (5) days prior to its adoption. No donation of any surplus, obsolete, or unused personal property may occur prior to the adoption of such resolution.

Notwithstanding the foregoing, federal guidelines for the disposition of surplus property acquired, in whole or in part, with federal grant funds may differ from County procedure. To ensure compliance with federal guidelines, refer to the federal award document for guidance.

## 10.7 Sale or Donations of Property to Entities Carrying Out a Public Purpose

Pursuant to N.C.G.S. § 160A-279, property that the Board of Commissioners deems to be surplus, obsolete, or unused, including supplies, materials, and equipment, may be donated to any public or non-profit private entity which carries out a public purpose provided that said property was not acquired by condemnation. The Board of Commissioners must adopt a resolution identifying the property and authorizing the action. With the exception of automobiles, the Board shall attach to any conveyance the conditions which assure the property will be put to a public use. A notice summarizing the resolution shall be published once after its adoption, and action cannot take place until ten (10) days after the publication.

## 11. VIOLATION OF POLICY

Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Brunswick County Personnel Policy and may be held personally responsible for obligations incurred as set forth in N.C.G.S. § 159-28.

## Adopted, as amended, this 2nd day of May, 2022.

## **BRUNSWICK COUNTY BOARD OF COMMISSIONERS**

APPENDIX A COMPETITIVE BIDDING REFERENCE CHART							
	Budgetary Appropriation Required	Competition Approval Level	Type of Competition	Director of Fiscal Operations Pre-Audit	County Attorney Approval of Bid Process	County Issued PO \$5,000 or Greater	Documentation of Bids or Informal Quotes
Purchases or lease of apparatus, supplies, materials or equipment Up to \$10,000 – Federal ("Micro-Purchase" Procedure)	Yes	None	None	At Payment	No	Yes	None
Purchases or lease of apparatus, supplies, materials or equipment Up to \$30,000 – Non-Federal	Yes	Department Head	3 Price Comparisons	At Payment	No	Yes	Finance/ Department >\$5,000
Purchases or lease of apparatus, supplies, materials or equipment \$30,000 to \$90,000 – Non-Federal \$10,000 to \$90,000 – Federal ("Small Purchase" Procedure)	Yes	County Attorney	3 Informal Quotes/Bids <u>or</u> an "adequate number" as may be determined by the federal grantor agency	Yes	Yes	Yes	Finance
Purchases or lease of apparatus, supplies, materials or equipment \$90,000 or more – All	Yes	County Commissioners	Formal Bids	Yes	Yes	Yes	Finance
Professional Service Contracts Up to \$10,000 – Federal ("Micro-Purchase" Procedure)	Yes	None	None	At Payment	No	Yes	None
Professional Service Contracts \$10,000 to \$250,000 – Federal ("Small Purchase" Procedure)	Yes	County Attorney	3 Informal Quotes/Bids <u>or</u> an "adequate number" as may be determined by the federal grantor agency	Yes	Yes	Yes	Finance
Professional Service Contracts \$250,000 or more – Federal	Yes	County Commissioners	Formal Bids	Yes	Yes	Yes	Finance

APPENDIX A COMPETITIVE BIDDING REFERENCE CHART							
	Budgetary Appropriation Required	Competition Approval Level	Type of Competition	Director of Fiscal Operations Pre-Audit	County Attorney Approval of Bid Process	County Issued PO \$5,000 or Greater	Documentation of Bids or Informal Quotes
Construction or Repair Up to \$10,000 – Federal ("Micro-Purchase" Procedure)	Yes	None	None	At Payment	No	Yes	None
Construction or Repair Up to \$30,000 – Non-Federal	Yes	Department Head	3 Price Comparisons	At Payment	No	Yes	Finance/ Department <\$5,000
Construction or Repair \$30,000 to \$500,000 – Non-Federal \$10,000 to \$250,000 – Federal ("Small Purchase" Procedure)	Yes	County Commissioners <sup>1</sup>	3 Informal Quotes/Bids	Yes	Yes	Yes	Finance
Construction or Repair \$500,000 or more – Non-Federal \$250,000 or more – Federal	Yes	County Commissioners <sup>1</sup>	Formal Bids	Yes	Yes	Yes	Finance
Architectural/Engineering/Survey Services (Mini-Brooks Act/Qualification Based Selection) \$50,000 or more	Yes	County Commissioners	Qualification Based Selection	Yes	Yes	Yes	Finance
Architectural/Engineering/Survey Services (Mini-Brooks Act/Qualification Based Selection) < \$50,000 (exemption may be requested)	Yes	County Commissioners	Qualification Based Selection	Yes	Yes	Yes	Finance

<sup>&</sup>lt;sup>1</sup>The Board of Commissioners delegates approval authority to the County Manager for construction or repair projects in an amount up to \$500,000 *provided that* there is a budget appropriation available <u>and</u> the project(s) were included in the annual budget presentation that supports the budget ordinance.

APPENDIX B CONTRACT APPROVAL REQUIREMENTS					
Contract Type	Contract Amount	Approval Required	Signature Required <sup>1</sup>		
<b>Board of Commissioners Approval</b>					
Purchase or lease of goods, apparatus, supplies, materials and/or equipment <i>not</i> requiring formal bids by law	\$30,000 up to \$90,000	County Attorney County Manager Board of Commissioners <sup>2</sup>	Board of Commissioners <sup>2</sup>		
Purchase or lease of goods, apparatus, supplies, materials and/or equipment requiring formal bids by law	\$90,000 or more	County Attorney County Manager Board of Commissioners	Board of Commissioners		
Non-Federally funded professional services	\$30,000 up to \$50,000 <sup>3</sup>	County Attorney County Manager Board of Commissioners	Board of Commissioners <sup>2</sup>		
Non-Federally funded professional services	\$50,000 or more <sup>4</sup>	County Attorney County Manager Board of Commissioners	Board of Commissioners <sup>2</sup>		
Federally funded professional services <i>not</i> requiring formal bids by law	\$30,000 up to \$250,000	County Attorney County Manager Board of Commissioners	Board of Commissioners <sup>2</sup>		
Federally funded professional services requiring formal bids by law	\$250,000 or more	County Attorney County Manager Board of Commissioners	Board of Commissioners		
Architectural/Engineering/Surveying services (Mini-Brooks Act/Qualification-Based Selection)	All	County Attorney County Manager Board of Commissioners	Board of Commissioners		
Non-Federally funded construction, renovation or repair work <i>not</i> requiring formal bids by law	\$30,000 up to \$500,000	County Attorney County Manager Board of Commissioners <sup>2</sup>	Board of Commissioners <sup>2</sup>		
Non-Federally funded construction, renovation or repair work requiring formal bids by law	\$500,000 or more	County Attorney County Manager Board of Commissioners	Board of Commissioners		
Federally funded construction, renovation or repair work <i>not</i> requiring formal bids by law	\$30,000 up to \$250,000	County Attorney County Manager Board of Commissioners <sup>2</sup>	Board of Commissioners <sup>2</sup>		
Federally funded construction, renovation or repair work requiring formal bids by law	\$250,000 or more	County Attorney County Manager Board of Commissioners <sup>2</sup>	Board of Commissioners <sup>2</sup>		
ARP/CSLFRF-funded procurements, in whole or in part <sup>5</sup>	All	County Attorney Director of Fiscal Operations County Manager Board of Commissioners	Board of Commissioners		
Real property leases	All	County Attorney County Manager Board of Commissioners	Board of Commissioners		
Real estate transactions involving the purchase or sale of real property	All	County Attorney County Manager Board of Commissioners	Board of Commissioners		
Easements or other limited property rights	\$30,000 or more	County Attorney County Manager Board of Commissioners	Board of Commissioners		
Grants	All	County Attorney County Manager Board of Commissioners	Board of Commissioners		

<sup>&</sup>lt;sup>1</sup>The County Manager may periodically delegate his/her signing authority.

<sup>&</sup>lt;sup>2</sup>The Board of Commissioners delegates approval and signing authority to the County Manager for the purchase or lease of goods, apparatus, supplies, materials and/or equipment or services in an amount up to \$90,000 and/or for construction or repair projects in an amount up to \$500,000 *provided that* there is a budget appropriation available <u>and</u> the item(s) and/or project(s) were included in the annual budget presentation that supports the budget ordinance.

<sup>&</sup>lt;sup>3</sup>Service contracts for amounts that are within the available budget appropriation and capital project ordinance for an amount between \$30,000 and \$50,000 may be placed on the consent agenda of a regularly scheduled Board of Commissioners meeting.

<sup>&</sup>lt;sup>4</sup>Service contracts for amounts greater than \$50,000 shall be placed on an agenda for consideration of the Board of Commissioners.

<sup>&</sup>lt;sup>5</sup> Refer to the separate ARP/CSLFRF Policies and Procedures Manual for more detailed guidance and requirements.

	APPENDIX B	}				
CONTRACT APPROVAL REQUIREMENTS						
Contract Type	<b>Contract Amount</b>	Approval Required	Signature Required <sup>1</sup>			
Interlocal	All	County Attorney County Manager	Board of Commissioners			
		Board of Commissioners				
Sole Source	Any amount subject to	County Attorney	Board of Commissioners			
	competitive bidding	County Manager Board of Commissioners				
County Manager Approval						
Purchase or lease of goods, apparatus, supplies, materials and/or equipment <i>not</i> requiring formal bids by law	Up to \$30,000	County Manager	County Manager			
Non-Federally funded professional services	Up to \$30,000	County Attorney (>\$10,000) County Manager	County Manager			
Federally funded professional services <i>not</i> requiring formal bids by law	Up to \$30,000	County Attorney (>\$10,000) County Manager	County Manager			
Non-Federally funded construction, renovation or repair work <i>not</i> requiring formal bids by law	Up to \$30,000	County Attorney (>\$10,000) County Manager	County Manager			
Federally funded construction, renovation or repair work <i>not</i> requiring formal bids by law	Up to \$30,000	County Attorney (>\$10,000) County Manager	County Manager			
Easements or other limited property rights	Up to \$30,000	County Attorney County Manager	County Manager			
Roadway Encroachment Agreements	All	County Attorney County Manager	County Manager			

#### APPENDIX C RESOURCES

- North Carolina General Statutes governing Public Contracts can be found here: <u>https://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByArticle/Chapter\_143/Article\_8.html</u>
- Code of Federal Regulations (CFR) can be found here: https://www.ecfr.gov/cgi-bin/ECFR?page=browse
- Uniform Guidance can be found here: <u>https://www.ecfr.gov/cgi-</u> bin/retrieveECFR?gp=&SID=468eb6b7cfa5f58ae694694ec6ab1098&mc=true&n=pt2.1.200&r=PART&ty=HTML
- Uniform Guidance for Administrative Requirements can be found here:

*Pre-award*: <u>https://www.ecfr.gov/cgi-bin/text-</u> idx?SID=4b780e94e8d664276dd8303a8c4672b6&mc=true&node=sp2.1.200.c&rgn=div6

*Post-award*: <u>https://www.ecfr.gov/cgi-bin/text-</u> idx?SID=4b780e94e8d664276dd8303a8c4672b6&mc=true&node=sp2.1.200.d&rgn=div6

- Uniform Guidance for Contract Provisions for Contracts Under Federal Awards can be found here: https://www.ecfr.gov/current/title-2/part-200/appendix-Appendix%20II%20to%20Part%20200
- A comparison chart of federal and state procurement requirements can be found here: <u>https://www.sog.unc.edu/sites/www.sog.unc.edu/files/general\_media/Federal%20and%20State%20Procurement%</u> <u>20Comparison%20Chart%20-%20FEMA\_3.pdf</u>
- Further information on dollar thresholds can be found here: https://www.sog.unc.edu/sites/www.sog.unc.edu/files/Dollar%20Thresholds%20Chart%202013.pdf
- The State of North Carolina Interactive Purchasing System can be found here: <u>https://www.ips.state.nc.us/ips/Default.aspx</u>
- The North Carolina E-Procurement System can be found here: <u>http://eprocurement.nc.gov/</u>
- The North Carolina Department of Administration, Office of Historically Underutilized Businesses Bid Posting
  Website can be found here:
  <a href="https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/submit-contractor-bid-opportunity-hub">https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/submit-contractor-bid-opportunity-hub</a>
- Exceptions to State Competitive Bidding Requirements can be found here: <u>https://www.sog.unc.edu/resources/legal-summaries/exceptions-state-competitive-bidding-requirements-table</u>
- The Federal System for Award Management (SAM) can be found here: <u>https://www.sam.gov/SAM/</u>
- The NC Debarred Vendor List can be found here: <u>https://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors</u>



Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## **Program Income Policy**

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** Brunswick County shall comply with the terms of ARP/CSLFRF, and the US Treasury's federal regulations governing the spending of ARP/CSLFRF funds, including the <u>Final Rule</u>, and US Treasury's regulations governing expenditures of ARP/CSLFRF funds, including the <u>Award Terms</u> and <u>Conditions</u>, <u>Compliance and Reporting Guidance</u> (together the "Federal regulations"), and any additional guidance US Treasury has issued or may issue governing the spending of ARP/CSLFRF funds; and

**WHEREAS** Brunswick County shall comply with the <u>Uniform Administrative Requirements, Cost</u> <u>Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part § 200</u> (the "Uniform Guidance"); and

**WHEREAS** Brunswick County shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, <u>2 C.F.R. § 200.307</u>, and as stipulated in <u>Compliance and Reporting Guidance for the State and Local Recovery Funds</u>, which provides: "Recipients of CSLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records."<sup>1</sup>

**BE IT RESOLVED** that the Board of Commissioners of Brunswick County hereby adopts and enacts the following policies and procedures for the use of program income earned from the expenditure of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award.

## I. <u>Purpose and Scope</u>

Brunswick County enacts the following procedures for its use of program income earned from the expenditure of ARP/CSLFRF funds to ensure compliance with the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, the ARP/CSLFRF award, and all applicable Federal regulations governing the use of program income. Brunswick County hereafter agrees to administer program income according to the requirements set forth in this policy and as required by the Federal regulations and State law.

<sup>&</sup>lt;sup>1</sup> Compliance and Reporting Guidance, p. 9.

The responsibility for following this policy lies with the County's ARPA Committee, including the ARPA Funding Manager, the County Attorney, and the Director of Fiscal Operations, who are charged with the administration and financial oversight of the ARP/CSLFRF award. Questions on the use and/or reporting of program income should be directed to the ARPA Committee.

## II. <u>Definitions</u><sup>2</sup>

- a. *ARP/CSLFRF award* means the Federal program governing the use of Coronavirus State and Local Fiscal Recovery Funds as provided in the <u>Assistance Listing</u> and as administered by the US Treasury pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2 (Mar. 11, 2021).
- b. *CSLFRF funds* means the portion of Federal financial assistance from the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds (collectively "CSLFRF") awarded to Brunswick County pursuant ARPA.
- c. *Federal award* means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101. The Federal award is the instrument setting forth the terms and conditions of the grant agreement, cooperative agreement, or other agreement for assistance.
- d. *Federal awarding agency* means the Federal agency that provides a Federal award directly to a non-Federal entity.
- e. *Federal financial assistance* means the assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions, direct appropriations, food commodities, or other financial assistance, including loans.
- f. *Federal program* means all Federal awards which are assigned a single Assistance Listings Number.
- g. *Non-Federal entity* means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- *h. Period of performance* means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. *The period of performance for the ARP/CSLFRF award ends December 31, 2026.*
- i. *Program income* means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f).

## III. <u>Program Income Overview</u>

For purposes of this policy, program income is the gross income earned by Brunswick County that is directly generated by a supported activity or earned as a result of the ARP/CSLFRF award during the period of performance, which closes December 31, 2026. (2 C.F.R. § 200.1.)

<sup>&</sup>lt;sup>2</sup> Excluding the first two, the definitions in this section are found in 2 C.F.R. § 200.1.

Program income includes, but is not limited to, the following sources of income:

- The collection of fees for services performed.
- Payments for the use or rental of real or personal property.
- The sale of commodities or items fabricated under the Federal award.
- The payment of principal and interest on loans made under the Federal award.

Program income does not include fees or revenue from the following:

- The use of rebates, credits, discounts, and interest earned on any of them.
- Governmental revenues, such as taxes, special assessments, levies, or fines.
- Proceeds from the sale of real property, equipment, or supplies.<sup>3</sup>

## IV. Use of Program Income

Program income earned pursuant to expenditures of ARP/CSLFRF is the property of US Treasury and shall be accounted for in one of three ways pursuant to <u>2 C.F.R. § 200.307(e)</u>.

**Deduction Method**: Program income must be deducted from total allowable costs to determine net allowable costs. Program income shall be used to reduce US Treasury's obligation under the ARP/CSLFRF award rather than to increase the funds committed a project. Program income shall be used for current costs. Brunswick County shall track and account for program income during the period of performance and shall reimburse US Treasury, as required. 2 C.F.R. § 200.307(e)(1).

Addition Method: With prior approval, program income may be added to the total amount of the ARP/CSLFRF award, thereby increasing the total amount of the award. Program income must be expended on an eligible project or program. 2 C.F.R. § 200.307(e)(2). Pursuant to the terms of the ARP/CSLFRF award, the repayment of principal and interest on loans made with ARP/CSLFRF funds that will mature or be forgiven on or before December 31, 2026, may be accounted for using the addition method (see Section VI).

**Matching or Cost Sharing Method**: With prior approval, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award shall not change.<sup>4</sup> 2 C.F.R. § 200.307(e)(3).

Unless the ARP/CSLFRF award otherwise stipulates, or Brunswick County has received prior approval, Brunswick County **shall apply the deduction method** to account for the use of program income.

<sup>&</sup>lt;sup>3</sup> 2 C.F.R. § 200.1 and 2 C.F.R. § 200.307 each define and limit the sources of program income.

<sup>&</sup>lt;sup>4</sup> The Final Rule provides that a non-Federal entity may expend up to the amount of its reduction in revenue due to the pandemic to meet the non-federal cost-share or matching requirements of other federal programs. However, the Final Rule does not mention whether *program income* may be used to meet cost-sharing or matching requirements. A non-Federal entity should not allocate program income to cost share or matching requirements unless it receives prior approval from US Treasury.

## V. <u>Allocation of Program Income</u>

Brunswick County shall only expend program income on costs that are reasonable, allocable, and allowable under the terms of the ARP/CSLFRF award.<sup>5</sup> To adhere to these requirements, Brunswick County shall comply with the cost principles included in 2 C.F.R. § 200, as outlined in Brunswick County's Allowable Costs and Costs Principles Policy. *Please refer to said policy for additional information*. Brunswick County shall allocate program income to the ARP/CSLFRF award in proportion to the pro rata share of the total funding (e.g., if ARP/CSLFRF funds cover half of a project's cost, with general revenue covering the other half, the unit shall allocate 50% of any program income earned to the ARP/CSLFRF award and account for its use pursuant to § 200.307).

## VI. Repayment of Principal and Interest on Loans Made with ARP/CSLFRF Funds

US Treasury expects that a significant share of loans made with ARP/CSLFRF funds will be repaid. Accordingly, it has issued guidance on how to appropriately account for the repayment of principal and interest. Brunswick County agrees to appropriately account for the return of loan funds according to the ARP/CSLFRF award terms, as follows:

- For Loans that mature or are forgiven on or before December 31, 2026: Brunswick County may add the repayment of principal and interest (program income) to the ARP/CSLFRF award. When the loan is made, Brunswick County shall report the principal of the loan as an expense. Brunswick County shall expend the repayment of principal only on eligible uses and is subject to restrictions on the timing of the use of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award. Interest payments received prior to the end of the period of performance will be considered **an addition** to the total award and may be used for any purpose that is an eligible use. Brunswick County is not subject to restrictions under 2 C.F.R. 200.307(e)(1) (the deduction method) in accounting for the use of program income.<sup>6</sup>
- For Loans with maturities longer than December 31, 2026: Brunswick County is not required to separately account for the repayment of principal and interest on loans that will mature after the ARP/CSLFRF award's period of performance. Brunswick County may use ARP/CSLFRF funds for only the projected cost of the loan. Brunswick County may estimate the subsidy cost of the loan, which equals the expected cash flows associated with the loan discounted at Brunswick County's cost of funding. The cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by Brunswick County or (ii) recently issued by a unit of state, local, or Tribal government similar to Brunswick County. If Brunswick County has adopted the Current Expected Credit Loss (CECL) standard, it may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Brunswick County may measure projected losses either once, at the time the loan is extended, or annually over the covered period. *Under either approach*,

<sup>&</sup>lt;sup>5</sup> 2 C.F.R. § § 200.404, 408.

<sup>&</sup>lt;sup>6</sup> <u>Final Rule</u>, p. 4436

Brunswick County is not subject to restrictions under 2 C.F.R. 200.307(e)(1) (the deduction method) and need not separately track repayment of principal or interest. <sup>7</sup>

 Revolving Loan Funds: Brunswick County shall treat the contribution of ARP/CSLFRF funds to a revolving loan fund according to approach described above for loans with maturities longer than December 31, 2026.<sup>8</sup> Brunswick County may contribute ARP/CSLFRF funds to a revolving loan only if the loan is determined to be for eligible use and the ARP/CSLFRF funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

#### VI. Additional Program Income Requirements

(a) Identifying, Documenting, Reporting, and Tracking. To ensure compliance with the requirements of program income as outlined by the Federal regulations, the terms and conditions of the ASP/CSLFRF award, and the requirements set forth herein, each department shall identify potential sources of program income and properly report the program income for the period in which it was earned and dispersed.

Program income shall be accounted for separately. Brunswick County shall not comingle program income earned from programs supported by ARP/CSLFRF funds with the general award of ARP/CSLFRF funds Brunswick County received from US Treasury. Any costs associated with generating program income revenue shall be charged as expenditures to the ARP/CSLFRF award.

- (b) **Program Income Earned After the Period of Performance.** Brunswick County shall have no obligation to report program income earned after the period of performance (December 31, 2026). However, Brunswick County shall report program income expended after the period of performance if that program income was earned on or before December 31, 2026.
- (c) **Subawards.** Brunswick County agrees to ensure that any subrecipient of ARP/CSLFRF funds abides by the award of the terms and conditions of this policy and is aware that the subrecipient is responsible for accounting for and reporting program income to the Brunswick County on a quarterly basis or at such other frequency as mutually agreed to between County and subrecipient.
- (d) **Compliance with State law.** Program income shall not be expended for purposes prohibited under State law.
- (e) **Subject to Audit.** Brunswick County recognizes that its use of program income may be audited and reviewed for compliance with Federal laws and regulations, State law, and the terms of the ARP/CSLFRF award.

<sup>&</sup>lt;sup>7</sup>(See question 4.11 in <u>Treasury's Interim Final Rule FAQ document</u>.)

<sup>&</sup>lt;sup>8</sup>See question 4.11 in <u>Treasury's Interim Final Rule FAQ document</u>.)

## VIII. Implementation of Policy

The ARPA Committee will adopt procedures to identify potential program income during the project eligibility and allowable cost review, document actual program income, and follow the requirements in this policy related to the treatment of program income.



Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

## Property Management Policy

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury has issued <u>Compliance and Reporting Guidance</u>, which provides, in relevant part:

**Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations; and

**WHEREAS** Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with ARP/CSLFRF funds.

**BE IT RESOLVED** that the Board of Commissioners of Brunswick County hereby adopts and enacts the following UG Property Management Policy for the expenditure of ARP/CSLFRF funds.

I. <u>Policy Overview</u>

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF).

2 C.F.R. § 200.311 through 2 C.F.R. § 200.316 detail property standards related to the expenditure of ARP/CSLFRF funds. Brunswick County shall adhere to all applicable property standards, as detailed below.

## II. <u>Definitions</u>

The following definitions from 2 C.F.R. § 200.1 apply in this policy.

**Computing devices:** machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing,
transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

**Equipment:** tangible <u>personal property</u> (including information technology systems) having a useful life of more than one year and a per-unit <u>acquisition cost</u> which equals or exceeds the lesser of the capitalization level established by Brunswick County for financial statement purposes, or \$5,000.00. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies* in this section.

**Information technology systems:** computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

**Intangible property:** property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

**Personal property:** property other than <u>real property</u>. It may be tangible, having physical existence, or intangible.

Property: real property or personal property.

**Real property:** land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

**Supplies:** all tangible <u>personal property</u> other than those described in the definition of equipment in this section. A computing device is a supply if the <u>acquisition cost</u> is less than the lesser of the capitalization level established by the local government for financial statement purposes or \$5,000.00, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

# III. <u>Real Property</u>

**Title to Real Property:** Title to real property acquired or improved with ARP/CSLFRF funds vests with Brunswick County. 2 C.F.R. § 200.311(a).

**Use of Real Property:** Real property acquired or improved with ARP/CSLFRF funds must be used for the originally authorized purpose as long as needed for that purpose, during which time Brunswick County must not dispose of or encumber its title or other interests. 2 C.F.R. § 200.311(b).

**Insurance of Real Property:** Brunswick County must provide the equivalent insurance coverage for real property acquired or improved with ARP/CSLFRF funds as provided by property owned by Brunswick County. 2 C.F.R. § 200.310.

**Disposition of Real Property:** When Brunswick County no longer needs real property purchased with ARP/CSLFRF funds for ARP/CSLFRF purposes, Brunswick County must obtain disposition

instructions from US Treasury. The instructions must provide for one of the following alternatives:

- Brunswick County retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where Brunswick County is disposing of real property acquired or improved with ARP/CSLFRF funds and acquiring replacement real property under the ARP/CSLFRF, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- 2. Brunswick County sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When Brunswick County is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
- 3. Brunswick County transfers title to US Treasury or to a third party designated/approved by US Treasury. Brunswick County is entitled to be paid an amount calculated by applying Brunswick County's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 C.F.R. § 200.311(c).

# IV. <u>Equipment</u>

**Title to Equipment:** Title to equipment acquired or improved with ARP/CSLFRF funds vests with Brunswick County. 2 C.F.R. § 200.313(a).

**Use of Equipment:** Brunswick County must use equipment acquired with ARP/CSLFRF funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the ARP/CSLFRF award, and Brunswick County must not encumber the property without prior approval of US Treasury. 2 C.F.R. § 200.313(a)(1)-(2).

When no longer needed for the original project, the equipment may be used in other activities supported by a Federal awarding agency, in the following order of priority:

- 1. Activities under a Federal award from the Federal awarding agency which funded the original project, then
- 2. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems. 2 C.F.R. § 200.313(c)(1).

During the time that equipment is used on the project for which it was acquired, Brunswick County must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. 2 C.F.R. § 200.313(c)(2).

**Noncompetition:** Brunswick County must not use equipment acquired with the ARP/CSLFRF funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 C.F.R. § 200.313(c)(3).

**Replacement Equipment:** When acquiring replacement equipment, Brunswick County may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 C.F.R. § 200.313(c)(4).

**Management of Equipment:** Brunswick County will manage equipment (including replacement equipment) acquired in whole or in part with ARP/CSLFRF funds according to the following requirements.

- 1. Brunswick County will maintain sufficient records that include:
  - a) a description of the property;
  - b) a serial number or other identification number;
  - c) the source of funding for the property (including the Federal Award Identification Number (FAIN));
  - d) who holds title;
  - e) the acquisition date;
  - f) cost of the property;
  - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
  - h) the location, use and condition of the property; and
  - i) any ultimate disposition data including the date of disposal and sale price of the property.
- 2. Brunswick County will conduct a physical inventory of the property and reconcile results with its property records at least once every two (2) years.
- 3. Brunswick County will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by Brunswick County.
- 4. Brunswick County will develop and implement adequate maintenance procedures to keep the property in good condition.
- 5. If Brunswick County is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

**Insurance of Equipment:** Brunswick County must provide the equivalent insurance coverage for equipment acquired or improved with ARP/CSLFRF funds as provided to property owned by Brunswick County. 2 C.F.R. § 200.310.

**Disposition of Equipment:** When the equipment is no longer needed for its original ARP/CSLFRF purpose, Brunswick County may either make the equipment available for use in other activities

funded by a Federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 C.F.R. § 200.313(e).

- 1. Equipment with a per-item fair market value of less than \$5,000 .00 may be retained, sold or transferred by Brunswick County, in accordance with state law, with no additional responsibility to US Treasury.
- 2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than \$5,000.00 may be retained or sold by Brunswick County. Brunswick County must establish proper sales procedures, in accordance with state law, to ensure the highest possible return. Brunswick County must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit Brunswick County to deduct and retain from the Federal share \$500.00 or ten percent (10%) of the proceeds, whichever is less, for its selling and handling expenses.
- 3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to Brunswick County for its attributable compensation for its attributable percentage of the current fair market value of the property.
- V. <u>Supplies</u>

**Title to Supplies:** Title to supplies acquired with ARP/CSLFRF funds vests with Brunswick County upon acquisition. 2 C.F.R. § 200.314(a).

**Use and Disposition of Supplies:** If there is a residual inventory of unused supplies exceeding \$5,000.00 in total aggregate value upon termination or completion of the ARP/CSLFRF project and the supplies are not needed for any other Federal award, Brunswick County must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 C.F.R. § 200.314(a).

**Noncompetition:** As long as the Federal Government retains an interest in the supplies, Brunswick County must not use supplies acquired under the ARP/CSLFRF award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 C.F.R. § 200.314(b).

# VI. <u>Property Trust Relationship</u>

Real property, equipment, and intangible property, that are acquired or improved with ARP/CSLFRF funds must be held in trust by Brunswick County as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require Brunswick County to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. 2 C.F.R. § 200.316.

# VII. Implementation of Policy

The Director of Fiscal Operations shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with ARP/CSLFRF funds. At a minimum, those procedures must address the following:

- Ensure proper insurance of property
- Document proper use of property
- Record and maintain required data records for equipment
- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property



# Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

# **Record Retention Policy**

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

**WHEREAS** US Treasury has issued <u>Compliance and Reporting Guidance</u> dictating implementation of the ARP/CSLFRF award terms and compliance requirements, including recordkeeping requirements; and

**BE IT RESOLVED** that Board of Commissioners of Brunswick County hereby adopts and enacts the following Record Retention Policy for documents created or maintained pursuant to the ARP/CSLFRF Award.

**<u>Retention of Records</u>**: The Coronavirus Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) Award <u>Terms and Conditions</u> and the <u>Compliance and Reporting</u> <u>Guidance</u> set forth US Treasury's record retention requirements for the ARP/CSLFRF award.

It is the policy of Brunswick County to follow US Treasury's record retention requirements as it expends ARP/CSLFRF funds pursuant to the APR/CSLFRF award. Accordingly, Brunswick County agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award for a period of <u>five (5) years</u> after all ARP/CLFRF funds have been expended or returned to US Treasury, whichever is later.
- Retain records for real property and equipment acquired with ARP/CSLFRF funds for <u>five</u> (5) years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with Section 603(c) of the Social Security Act "ARPA," US Treasury's regulations implementing that section, and guidance issued by US Treasury regarding the foregoing.
- Allow the US Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.

• If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

<u>Covered Records</u>: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence Brunswick County's expenditure of ARP/CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of ARP/CSLFRF funds for eligible projects, programs, or activities;
- Documentation of rationale to support a particular expenditure of ARP/CSLFRF funds (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with ARP/CSLFRF funds, including time and effort reports; and
- Indirect cost rate proposals.

**<u>Storage</u>**: Brunswick County's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

**Departmental Responsibilities:** Any department of Brunswick County, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject Brunswick County to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The County's ARPA Committee, including the ARPA Funding Manager, County Attorney, and Director of Fiscal Operations, is responsible for identifying the documents that Brunswick County must or should retain and arrange for the proper storage and retrieval of records. The ARPA Committee shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

**<u>Reporting Policy Violations</u>:** Brunswick County is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor and/or department head. If an employee is not comfortable bringing the matter up with the supervisor or department head,

the employee may bring the matter to the attention of the County Attorney. Brunswick County prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

**Questions About the Policy:** Any questions about this policy should be referred to the County Attorney's office who is in charge of administering, enforcing, and updating this policy.



# Brunswick County American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

# **Subaward and Monitoring Policy**

**WHEREAS** Brunswick County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

**WHEREAS** the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 C.F.R. Sect. 200 (UG), as provided in the <u>Assistance Listing</u>; and

WHEREAS US Treasury has issued <u>Compliance and Reporting Guidance</u> which provides, in relevant part:

**Subrecipient Monitoring.** SLFRF recipients that are pass-through entities as described under 2 C.F.R. § 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 C.F.R. § 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users to respond to the negative economic impacts of COVID-19 on

these organizations. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Separately or in addition, many recipients may choose to provide a subaward (e.g., via contract or grant) to other entities to provide services to other end-users. For example, a recipient may provide a grant to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the Recipient intends to provide, assistance to households experiencing homelessness, and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, subpart F regarding audit requirements.

**WHEREAS** Subpart D of the UG dictates subrecipient and award requirements for expenditure of ARP/CSLFRF funds; and

## WHEREAS 2 C.F.R. § 200.332 states that:

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the [required] information at the time of the subaward... When some of [the required information] is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statues, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described by 2 C.F.R. § 200.208.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statues, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient, [specific] monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements an achievement of performance goals.
- (f) Verify that every subrecipient is audited as required by [2 C.F.R. § 200, Subpart F] when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501.
- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in 2 C.F.R. § 200.339 and in program regulations.

**BE IT RESOLVED** that the Board of Commissioners of Brunswick County hereby adopts and enacts the following Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds.

#### I. <u>Policy Overview</u>

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with ARP/CSLFRF funds. Brunswick County shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF funds. This policy establishes procedures for classifying, making an award to, and monitoring a subrecipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Brunswick County ARPA Committee, which is charged with the administration and financial oversight of the ARP/CSLFRF funds.

#### II. <u>Definitions</u>

The definitions in 2 C.F.R. § 200.1 apply to this policy, including the following.

**Contract:** for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see  $\frac{9}{200.331}$ . See also the definition of *subaward* in this section.

**Contractor:** an entity that receives a contract as defined in this section.

**Pass-through Entity:** a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. Brunswick County is the pass-through entity if it awards a subaward to a subrecipient.

**Recipient:** an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

**Subaward:** an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient:** an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

#### III. <u>Subrecipient Classification</u>

Brunswick County must make case-by-case determination whether an agreement with another government entity or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor. 2 C.F.R. § 200.331.

A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

(1) Determines who is eligible to receive what Federal assistance;

(2) Has its performance measured in relation to whether objectives of a Federal program were met;

(3) Has responsibility for programmatic decision-making;

(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

(5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Normally operates in a competitive environment;

(4) Provides goods or services that are ancillary to the operation of the Federal program; and

(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

Brunswick County will use the above criteria to determine if an agreement involving the expenditure of ARP/CSLFRF funds is a contract or subaward. The determination will be documented on the Subrecipient or Contractor Classification Checklist in Appendix 1. (<u>Appendix 1: Subrecipient or Contractor Classification</u> <u>Checklist</u>.)

If the agreement involves a contractor relationship (including a contract for services), Brunswick County must follow its UG Contract and Purchasing Policy.

If the agreement involves a subrecipient relationship, Brunswick County must proceed as directed below.

#### IV. Assessment of Risk

Before engaging in a subaward, Brunswick County must evaluate a subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

The ARPA Committee will conduct the risk assessment, which will include consideration of the following factors:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 C.F.R. § 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and (4) The extent and results of Federal awarding agency monitoring (*e.g.,* if the subrecipient also receives Federal awards directly from a Federal awarding agency). 2 C.F.R. § 200.332(b).

The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the types and degree of subrecipient monitoring. (Appendix 2: Subrecipient Assessment of Risk). Brunswick County will assign an overall risk level to the subrecipient indicating the following:

Low Risk	Low Risk Moderate Risk	
There is a low risk that the	There is moderate risk that the	There is high risk that the
subrecipient will fail to meet	subrecipient will fail to meet	subrecipient will fail to meet
project or programmatic	project or programmatic	project or programmatic
objectives or incur significant	objectives or incur significant	objectives or incur significant
deficiencies in financial,	deficiencies in financial,	deficiencies in financial,
regulatory, reporting, or other	regulatory, reporting, or other	regulatory, reporting, or other
compliance requirements.	compliance requirements.	compliance requirements.

## V. <u>Subrecipient Monitoring</u>

Brunswick County will develop and implement a subrecipient monitoring plan based on the findings of the Subrecipient Assessment of Risk. According to 2 C.F.R. § 200.332(d), the monitoring plan involves:

(1) Reviewing financial and performance reports required by the pass-through entity;

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward;

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521; and (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

Brunswick County's monitoring plan will vary based on the subrecipient risk assessment.

Subrecipient Deemed	Subrecipient Deemed	Subrecipient Deemed
Low Risk	Medium Risk	High Risk
<ul> <li>Payment validations (monthly)</li> <li>Report reviews (quarterly)</li> <li>Desk reviews (at least once per year and more frequently if requested by Brunswick County or subrecipient)</li> <li>Onsite reviews (upon request of Brunswick County or subrecipient)</li> <li>Audit review (yearly)</li> </ul>	<ul> <li>More detailed financial reporting</li> <li>Payment validations (monthly)</li> <li>Report reviews (bi-monthly)</li> <li>Desk reviews (within 6 months of project start and every six months thereafter)</li> <li>Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by Brunswick County or subrecipient)</li> <li>Audit review (yearly)</li> <li>Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)</li> </ul>	<ul> <li>More detailed financial reporting</li> <li>Compliance training (one- time)</li> <li>Prior approvals for certain expenditures</li> <li>Payment validations (monthly)</li> <li>Report reviews (monthly)</li> <li>Desk reviews (within 3 months of project start and at least quarterly thereafter)</li> <li>Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by Brunswick County</li> <li>Audit review (yearly)</li> <li>Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)</li> </ul>

**Payment validations:** All subrecipient documentation for project expenditures must be reviewed by Brunswick County for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure, the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to the Brunswick County.

**Report reviews:** A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by the ARPA Committee. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

**Desk reviews:** Brunswick County will conduct a virtual meeting to review the subrecipient's award administration capacity and financial management. Topics covered will depend on project scope

and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. Brunswick County will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient.

**Onsite reviews:** Brunswick County will conduct an in-person meeting to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. The Brunswick County will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

**Audit review:** Brunswick County must verify that every subrecipient is audited as required by <u>2</u> <u>C.F.R. § 200 Subpart F</u> (Single Audit) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § <u>200.501</u>. Brunswick County must obtain a copy of the subrecipient's Single Audit from the Federal Audit Clearinghouse (FAC). Within six (6) months of the acceptance of the audit report by the FAC, Brunswick County will issue a management decision for any audit findings related to the subaward. The decision will clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, Brunswick County may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision will describe any appeal process available to the subrecipient.

**Procedures engagement:** Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be arranged and paid for by Brunswick County.

The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the Low Risk category below, Brunswick County will notify the subrecipient of the following in the subaward:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

To implement the monitoring plan, the ARPA Committee must perform periodic reviews and document findings in the Subrecipient Monitoring Form (<u>Appendix 3: Subrecipient Monitoring Form</u>).

#### VI. <u>Subrecipient Interventions</u>

Brunswick County may adjust specific subaward conditions as needed, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. If Brunswick County determines that the subrecipient is not in compliance

with the subaward, Brunswick County may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement.

Brunswick County must provide written notice to the subrecipient of any intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Brunswick County otherwise learns of a subaward compliance or performance deficiency.

The written notice must notify the subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period;
- (2) More frequent or more thorough reporting by the subrecipient;
- (3) More frequent monitoring by Brunswick County;
- (4) Required subrecipient technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by subrecipient;
- (2) Disallowing payments to subrecipient;
- (3) Requiring repayment for disallowed cost items;
- (4) Imposing probationary status on subrecipient.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to subrecipient;
- (2) Nonrenewal of funding to subrecipient in subsequent year;
- (3) Terminate funding to subrecipient in the current year;
- (4) Initiate legal action against subrecipient.

## VII. Subaward Agreement and Execution

The subaward agreement will be drafted by the County Attorney's Office with input from the ARPA Committee, as needed. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by the ARPA Committee and subject to approval by the Board of Commissioners, the Chairman of the Board of Commissioners may fully execute the subaward agreement, subject to any required budget amendments by the Board of Commissioners, preaudit requirements, and approval by the County Attorney's office.

If Brunswick County wishes to contract with another government entity or a private entity and use ARP/CSLFRF funds to pay for that contract, Brunswick County must determine if the relationship with the outside entity is a contractor or subrecipient. To make this determination Brunswick County must review the project proposal, budget classification, and other related proposal documents, as well as engage in discussions with key personnel about the nature of the proposed agreement. The determination of whether a proposed agreement involves a contractor or subrecipient relationship must be recorded on this form and maintained in the project file for the duration of the records retention period for ARP/CSLFRF records. *Please refer to Brunswick County's ARP/CSLFRF Record Retention Policy for additional guidance and requirements.* 

**Instructions:** Complete Sections one and two. The section with the greatest number of marked characteristics indicates the likely type of relationship. The substance of the relationship should be given greater consideration than the form of agreement between Brunswick County and outside entity. In borderline cases, Brunswick County may either provide a written justification for its determination in Section three or, if appropriate, restructure the agreement to more clearly define it as either a contractor or subrecipient relationship.

#### Definitions from Uniform Guidance (2 C.F.R. §, Part 200):

§200.86 Recipient	Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.
§200.69 Non-Federal entity	Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
§200.92 Subaward	Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
§200.93 Subrecipient	Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
§200.22 Contract	Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.
§200.23 Contractor	Contractor means an entity that receives a contract as defined in §200.22

#### **Brief Description of Nature of Proposed Agreement:**

<u>Section 1 – Subrecipient</u>. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:

- □ May determine who may be eligible to receive Federal assistance under the program guidelines. For example: A subrecipient that identifies mentors and mentees under a mentoring program.
- □ Has its performance measured in relation to whether objectives of a Federal program were met. *The recipient will rely upon the subrecipient's data to submit its own performance data to Treasury*.
- □ Has responsibility for programmatic decision making. *For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.*
- □ In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the Federal funds to carry out a program for a public purpose specified in authorizing statutes, as opposed to providing goods or services for the benefit of the recipient. For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.
- □ The subrecipient will not earn a profit under the agreement.
- □ The subrecipient is required to contribute cash or in-kind match in support of the subaward.

<u>Section 2- Contractor.</u> A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. *Entities that include these characteristics are not subject to compliance requirements of the Federal program because of the agreement, though similar requirements may apply for other reasons.* A contractor relationship may have one or more of the following characteristics:

- □ Provides goods and services within normal business operations.
- □ Provides similar goods or services to many different purchasers.
- □ Normally operates in a competitive environment.
- Provides goods or services that are ancillary to the operation of the Federal program.
   Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging.
- □ The entity may earn a profit under the contract.

# **FINAL DETERMINATION:** □ Subrecipient □ Contractor

Section 3 – Justification. In determining whether an agreement between a recipient and another non-Federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

*Explanation of Justification Determination:* 

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

Print Name and Title:\_\_\_\_\_

# Subrecipient Information:

Subrecipient Name:	
Subrecipient Unique Entity Identifier:	
Brief Description of Subaward Project and Role of	
Subrecipient:	

YES or NO	Is the entity prohibited from receiving Federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? ( <u>https://sam.gov/content/home</u> )
YES or NO	Is the entity in good standing with Brunswick County? Discuss with appropriate staff.
YES or NO	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? ( <u>https://facweb.census.gov/uploadpdf.aspx</u> )
If YES,	List Findings:

	Risk Category	Rating Label	Comments
Gene	eral Assessments		
1.	Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?	YES or NO	
2.	Has the entity adopted and implemented all required Uniform Guidance policies and procedures?	YES or NO	
3.	Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the ARP/CSLFRF award terms?	YES or NO	
4.	Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and	YES or NO	

insured if performing construction-	
related activities, etc.)?	
5. Does the entity have a Code of Ethics	YES or NO
policy which is provided to all associate	
employees?	
6. Has the entity's management	YES or NO
demonstrated a commitment to	TES OF NO
compliance with the subaward terms	
and all applicable laws and regulations	2
Financial Management, Systems, & Personn	YES or NO
7. Does the entity have a financial	TES OF NO
management system in place to track	
and record program receipts and	
expenditure by award?	
8. What is the current staffing level of the	
entity?	YES or NO
9. Has there been any change in the	
entity's key staffing positions in the las	
two years?	·
10. What is the entity's staff's experience	in
performing stated activities in the	
proposed subaward?	
11. Does the entity have sufficient internal	
controls related to the subaward funds	
12. Does the entity have sufficient cash flo	w YES or NO
to carry out the subaward terms?	
Experience with Other Federal Grants	
13. Is the entity experienced in managing	YES or NO
federal funds of the scope of this	
proposed subaward?	
14. If yes to 13., what is the entity's past	
performance on meeting federal	
program outcomes and managing	-1
federal funds in compliance with federa	a
regulations?	
15. Identify any monitoring interventions	
the entity is currently subject to related	u l
to other federal grant awards.	
Audits	
16. Has the entity completed a Single Audi	t YES or NO
in the past five years?	
17. If yes, to 16., did the entity submit a	YES or NO
timely Single Audit report?	
18. If yes, to 16., what was the Single Audit	
opinion on major program compliance	
19. If yes to 16., where there any material weaknesses in internal controls?	YES or NO

20. If yes to 16., where there findings for non-compliance for federal awards?	YES or NO			
21. If no to 16., has the entity been audited in at least one of the most recent periods?	YES or NO			
22. If yes to 21., where there any material weaknesses identified in the audit?	YES or NO			
Overall Risk Assessment				
23. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?	YES or NO			
24. What percentage of the entity's overall annual budget will this subaward comprise?	0-25% (LOW) 25-50% (MEDIUM) Over 50% (HIGH)			
25. Considering all factors above, assess overall level of risk	LOW (Yes, and provided to all employees) MODERATE (Yes, but not provided to all employees) HIGH (No)			
Document any additional findings, mitigating factors, and recommendations here.				

Assessment Completed By: \_\_\_\_\_ Date of Assessment: \_\_\_\_\_

SAMPLE ONLY - ADDITIONAL INFORMATION MAY BE REQUESTED BY THE ARPA COMMITTEE ON A CASE-BY-CASE BASIS

#### APPENDIX 3: Subrecipient Monitoring Form

This report reflects Brunswick County's substantive assessment of the subrecipient's project implementation and subaward compliance. Upon completion, and following review by the ARPA Committee, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

#### **STAFF INFORMATION**

Reviewed conducted by:	Date:
Type (programmatic,	Date:
financial, or both)	
Review confirmed by:	Date:

#### SUBRECIPIENT INFORMATION

Subrecipient Name:	
Subrecipient Program Personnel (who	
participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who	
participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

#### **GRANT REVIEW INFORMATION**

Grant	Project #	Award \$	POP Begin	POP End	Review Period		
					Beginning Ending Date		

#### **PRE-MEETING NOTES**

List any issues, concerns, or other specialty items for follow-up during review.

1.

2.

#### SUMMARY OF PROGRESS

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one (1) week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

#### MONITORING OVERVIEW

#### PROGRAM IMPLEMENTATION

Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

#### ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter, and identify those due the following quarter.

#### <u>CORRECTIVE ACTIONS FROM PRIOR REVIEWS</u> Indicate actions taken in response to prior review issues.

#### ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

#### **ISSUES/PROBLEMS**

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS (Complete all fields that are applicable to the subaward)

Employ	yee Reimbursement 🛛 N/A	Yes	No	N/A		
Reques	Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the					
proced	ure for approving and documenting expenses that are reimbursed.		-	-		
1.	Are detailed receipts (i.e., receipts that do not merely show a total, but the					
	detail of what was purchased) provided for reimbursement?					
2.	Are reimbursements reviewed and approved by a supervisor or project					
	manager prior to being submitted to the Fiscal Officer/Accounting Staff for					
	payment?					
3.	Does the sub-recipient have a Reimbursement Policy?					
Examir	e two or more reimbursements that were paid out of the grant being moni	tored.				
4.	Were the detailed receipts provided to support the amounts requested?					
5.	Were the expenses in compliance with grant requirements/guidelines and					
	UG?					
6.	If reimbursed for training or conference expenses, was a certificate of					
	attendance or completion, or agenda and brochure provided to support					
	request for reimbursement?					
Genera	General Comments					

Equipn	nent 🗆 N/A	Yes	No	N/A		
What i	What is the purchasing procedure for equipment purchased with grant funds? Attach copies of					
relevar	t policies and of any purchasing documentation during the review period.					
How is	equipment inventoried, insured, and managed? Attach copies of relevant po	olicies	and cu	urrent		
invento	bry information.					
What i	s the procedure for transferring equipment purchased with grant funds to	o anot	her e	ntity?		
Attach	copies of relevant policies and documentation for any transfers during review	v perio	d.			
Reques	t an inventory list, physical locate selected items, and examine items to ens	ure co	mplia	nce.		
1.	Were all transactions conducted in a manner providing full and open					
	competition, and quotations obtained from an adequate number of					
	sources?					
2.	Has all equipment indicated as purchased actually been purchased?					
3.	Was equipment purchased in accordance with required procurement					
	rules/policies?					
4.	Were additions and deletions to the equipment budget made and approved					
	prior to the purchase/procurement dates?					
5. Does a detailed expenditure list indicate any equipment purchased that is						
not accounted for in the subaward budget?						
6.	Is equipment purchased with subaward funds in prior years still in inventory					
	and still being used for subaward purposes?					
7.	Has the inventory been updated, and did it account for all items transferred					
	to other entities?					

8.	For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?		
9.	For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?		
Genera	al Comments	. <u> </u>	

Financial Management   N/A	Yes	No	N/A				
What is the Accounting System for each grant program?							
1. Is there a separate accounting for all financial transactions for the							
subaward?							
<ol><li>Is a process in place to prevent co-mingling of funds?</li></ol>							
3. Does the accounting system prevent obligation or expenditure of funds							
outside the subaward's period of availability?							
4. Were any illegal transfers or unusual activities noted during a review of the							
subrecipient's fund activity reports?							
5. Is proper Fiscal record retention being followed (through Dec. 31, 2031)							
What is the process for approval and payment of expenditures and posting to the	Genera	al Ledg	ger?				
6. Are subaward costs identified as eligible prior to encumbering funds and placing an order?							
7. Were the applicable State/Federal suspension and debarment listings							
consulted prior to doing business with a vendor and/or contractor?							
8. Are all invoices reviewed by the project director for eligibility and marked							
'okay to pay' prior to being submitted to the fiscal office or accounting staff							
for payment?							
9. Are disbursements fully support by invoices, requisitions, purchase orders,							
or similar documents?							
10. Are cancelled checks or warrants available for review?							
11. Were all subaward funds that were received disabused within the allowable							
timeframe?							
What is the reconciliation process, and how are errors or adjustments handled?							
12. Does the subrecipient perform routine reconciliations of its records against							
the General Ledger? By whom and how often?							
13. Does the subrecipient have sufficient internal controls related to							
reconciliations?							
14. Were actions taken to promptly correct any errors and/or resolve issues?							
General Comments							
Other Direct Costs	Yes	No	N/A				
How are rent, utilities, and other items allocated for the program?							
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?							
<ol> <li>Are receipts, bills, and invoices properly maintained?</li> </ol>							

3.	Is the actual rate and method being charged to the grant consistent with			
	the rate and method approved in the budget?			
4.	Are costs shared with other programs or funding sources? If yes, how are			
	costs allocated?			
General Comments				

Personnel/Direct Labor	□ N/A	Yes	No	N/A			
Describe the payroll process and							
1. Are personnel files mainta	Are personnel files maintained for each employee that include current job						
descriptions, performance	and evaluations, and changes in pay rates?						
2. Are time sheets, activity re	eports, or payroll files available for review? These						
documents should clearly	show the effort toward the subaward charged.						
3. Are individual employee ti	me sheets and attendance records:						
<ul> <li>Prepared and signed b</li> </ul>	Prepared and signed by each employee for each pay period?						
Reviewed and signed	Reviewed and signed by each employee's supervisor?						
Reconciled to the payroll master ledger?							
4. Are all authorized staff po	<ol> <li>Are all authorized staff positions filled for the approved budget?</li> </ol>						
5. Are staff salaries consister	5. Are staff salaries consistent with the approved budget?						
6. Are fringe benefits the same as what is listed in the approved budget?							
General Comments							

Reporting Requirements		□ <b>N/A</b>	Yes	No	N/A		
Subrec	Subrecipients are required to report on progress toward implementing plans described in their						
applica	tion/proposal.			-			
1.	L. Progress reports must be submitted based on approved work plan. Have all						
	of the reports been su	bmitted for this reporting period?					
2.	Are there any outstan	ding data elements that must be tracked and reported					
	by the subrecipient? If	f so, detail the plan for the subrecipient to comply with					
	this requirement.						
Comm	ents						
Supplies & Materials					N/A		
Explain	the process of allocat	ing supply costs to the subaward.					
1.	Are purchases of su	oplies approved and well documented by quotes,					
	invoices, or receipts?						
2.	Are expenditures for s	supplies consistent with the approved budget?					
3.	. Is there a substantial supply inventory remaining at the project termination						
	date?						
4.	. Were all transactions conducted in a manner providing full and open						
	competition, and quotations obtained from an adequate number of						
	sources?						

Travel	/Vehicle Mileage 🛛 🗆 N/A	Yes	No	N/A	
Reque	st a copy of the subrecipient's travel policy or have them describe the proce	dure fo	or app	roving	
and do	cumenting travel expenses.				
1.	Is employee travel approved in advance by a supervisor or project manager?				
2.	2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?				
3.	Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?				
4. Are mileage reimbursements supported by a mileage log or similar documentation?					
General Comments					

Single Audit Review		□ N/A Yes	s No	N/A			
Obtain	Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.						
1.	Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?						
2.	2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non- compliance, etc., which would impact Federal dollars received?						
3.	. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?						
4.	4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?						
<b>General Comments</b> (If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).							

## RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

# Preliminary ARPA Funding Summary as of May 2, 2022

Use	A	mount	Purpose
	1		
ARPA Eligible Projects:			Capital expenses for expansion and/or replacement of the water and
Water/Sewer Projects	\$	8 000 000	sewer utility to improve
	Ŷ	0,000,000	Portion of building cost related to public health service expansion and
Health & Human Services Building Construction	\$	1.000.000	COVID-19 response
	+	_,,	Capital projects at parks in Qualified Census Tracts (QCTs) throughout
Parks & Recreation Projects	\$	2,000,000	the County
Lead and Copper Programs	\$		Lead and Copper mitigation program funding
Employee Pay	\$		Essential Employee and premium pay for employees
			Install air purification systems throughout campus to reduce
Air Purification System for County Campus Buildings	\$	650,000	opportunities for the spread of airborne illnesses
Cyber security improvements and Audio/Video			Make cyber-security and internet connectivity enhancements across
Upgrades	\$	500,000	County Campus/Facilities
			Capital and program funding to address digital literacy and improve
Library Service Enhancements	\$	250,000	community internet access
Personal Protective Equipment	\$	50,000	Purchase PPE for departments to ensure future inventory
			Maintain for administrative or reporting expenses that may be
Administrative and Reporting Expenses	\$	150,000	incurred
Future Projects Yet to Be Identified (Remainder)	\$	1,371,568	TBD
Subtotal Eligible Project Expense	\$	17,741,111	
	-		
\$10M Revenue Replacement Projects:			1
			Purchase (2) portable shelters for multi-purpose use, including
Western Shelters	\$		emergency/disaster response, sheltering, and vaccine rollout
Mobile Command Vehicle (Sheriff)	\$	700,000	Replace existing aged vehicle
			Construct or purchase storage/warehouse facility for County-wide use
Warehouse/Storage Building	\$		as space constraints impact facility effectiveness
Radio Upgrades	\$		Mandatory Radio upgrades needed
Pitbull Vehicle (Sheriff)	\$		Used for evacuation and recovery during emergencies
Upgrade Commissioner Chamber Technology	\$	150,000	Upgrade A/V system and security cameras in Chambers
Ambulances (3)	\$	000 000	Purchase three new ambulances to better respond to service demand
Ambulances (5)	Ş	900,000	Invest in removal/cleanup of dilapidated structures throughout
Community Improvement Program Funding	\$	250.000	Brunswick County
Small Business Assistance Programs	\$	,	Small Business Grants for local businesses impacted by COVID-19
	Ş	1,000,000	Open pool of funds to prioritize for local non-profits serving the
Non-Profit Community Assistance	\$	1 000 000	community
Brunswick CC Parking Lot Improvement	\$		Parking lot improvement for mass vaccination site
	Ŷ	100,000	Funding to address minimum housing, weatherization issues and
Housing Improvement & Weatherization	\$	350,000	derelict structures throughout the County
Subtotal Non-Eligible Project Expense	\$	10,000,000	
			1
Grand Total	\$	27,741,111	
Total Award	\$	27,741,111	
	ć	_	
Difference (+/-)	Ş		
	Ş		
Difference (+/-) Eligible Project Expense Total Non-Eligible Project Expense Total	\$ \$	17,741,111 10,000,000	

**Finance Recommendation:** Fund General Government Salaries with ARPA Revenue Replacement in order to alleviate the reporting burden on administration of the funds. This maximizes benefit and minimizes burden. It will lower the risk to the County in the end.

Non-Eligible Projects if Funding is Available:		
		Mobile Outreach Vehicle to provide pandemic response services to
Mobile Medical Outreach Unit	\$ 500,000	rural areas of the County
Total	\$ 500,000	



# Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

Emergency Services - Governor's Volunteer Service Award

**From:** Edward Conrow

# Issue/Action Requested:

Request the Board of Commissioner's approve a resolution recognizing the recipients of the 2020, 2021 and 2022 Governor's Volunteer Service Award.

Action Item # VII. - 2.

# **Background/Purpose of Request:**

The Governor's Volunteer Service Award honors the true spirit of volunteerism by recognizing individuals, groups and businesses that make a significant contribution to their community through volunteer service. This resolution recognizes the recipients that directly impacted Brunswick County through their service to the community.

# **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:** Yes

## **County Manager's Recommendation:**

Recommend that the Board of Commissioner's approve a resolution recognizing the recipients of the 2020, 2021 and 2022 Governor's Volunteer Service Award.

# **ATTACHMENTS:**

Description

- D 2020 Governor's Volunteer Service Award
- D 2021 Governor's Volunteer Service Award
- **D** 2022 Governor's Volunteer Service Award





# RESOLUTION HONORING THE RECIPIENTS OF THE 2020 GOVERNOR'S VOLUNTEER SERVICE AWARD

WHEREAS, the Governor's Volunteer Service Award honors the true spirit of volunteerism by recognizing individuals, groups and businesses that make a significant contribution to their community through volunteer service; and,

WHEREAS, any person, group, or entity from the public – non-profit and private sector – may be nominated for an award through a county award coordinator. County award coordinators submit their top 10 volunteer nominations per county; and,

WHEREAS, there are eligibility requirements and several categories for the type of nominee (senior, youth, faith-based, family, group, business, etc.). Additional categories are based upon the area of service (animal, environmental, disaster, youth, preservation, etc.). County recommendations are reviewed by the State Commission and awards are given out in the counties; and,

WHEREAS, Brunswick County Volunteer and Non-Profit Coordinator is responsible for coordinating our county efforts, advertises, collects applications, and with a review panel, makes recommendations to the State of North Carolina; and,

WHEREAS, due to the pandemic, the Board of Commissioners and the Brunswick County Volunteer and Non-Profit Coordinator have organized to publicly recognize the 2020 recipients of the Governor's Service Award.

**NOW, THEREFORE, BE IT RESOLVED** that the Brunswick County Board of Commissioners congratulates and extend its deepest appreciation to James McAdams, Brunswick County 4-H Club Leaders, Ann Hollingsworth, Dosher Memorial Hospital Volunteers, Eunice Diehle, John Bodie, Nick Micale, Sherry Ross, Sacred Heart Volunteers for W.A.R.M. and Roy "Red" Martin upon being named the 2020 recipients of the Governor's Volunteer Award and further recognizes these individuals and organizations for their outstanding and exemplary volunteer service to Brunswick County.

Adopted this, the 2<sup>nd</sup> day of May, 2022.

Randy Thompson, Chair Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC Clerk to the Board

County of Brunswick Office of the County Commissioners



#### **RESOLUTION HONORING THE RECIPIENTS OF THE 2021 GOVERNOR'S VOLUNTEER SERVICE AWARD**

WHEREAS, the Governor's Volunteer Service Award honors the true spirit of volunteerism by recognizing individuals, groups and businesses that make a significant contribution to their community through volunteer service; and,

WHEREAS, any person, group, or entity from the public - non-profit and private sector - may be nominated for an award through a county award coordinator. County award coordinators submit their top 10 volunteer nominations per county; and,

WHEREAS, there are eligibility requirements and several categories for the type of nominee (senior, youth, faith-based, family, group, business, etc.). Additional categories are based upon the area of service (animal, environmental, disaster, youth, preservation, etc.). County recommendations are reviewed by the State Commission and awards are given out in the counties; and,

WHEREAS, the Brunswick County Volunteer and Non-Profit Coordinator is responsible for coordinating our county efforts, advertises, collects applications, and with a review panel, makes recommendations to the State of North Carolina; and,

WHEREAS, due to the pandemic, the Board of Commissioners and the Brunswick County Volunteer and Non-Profit Coordinator have organized to publicly recognize the 2021 recipient of the Governor's Service Award.

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners congratulates and extend its deepest appreciation to Timothy Steven Heath, Gail Faust, James McGibenv and Jim Rewalt upon being named the 2021 recipients of the Governor's Volunteer Service Award and further recognizes these individuals for their outstanding and exemplary volunteer service to Brunswick County.

Adopted this, the  $2^{nd}$  day of May, 2022.

Randy Thompson, Chair Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC Clerk to the Board





#### **RESOLUTION HONORING THE RECIPIENTS OF THE 2022 GOVERNOR'S VOLUNTEER SERVICE AWARD**

WHEREAS, the Governor's Volunteer Service Award honors the true spirit of volunteerism by recognizing individuals, groups and businesses that make a significant contribution to their community through volunteer service; and,

WHEREAS, any person, group, or entity from the public - non-profit and private sector - may be nominated for an award through a county award coordinator. County award coordinators submit their top 10 volunteer nominations per county; and,

WHEREAS, there are eligibility requirements and several categories for the type of nominee (senior, youth, faith-based, family, group, business, etc.). Additional categories are based upon the area of service (animal, environmental, disaster, youth, preservation, etc.). County recommendations are reviewed by the State Commission and awards are given out in the counties; and.

WHEREAS, the Brunswick County Volunteer and Non-Profit Coordinator is responsible for coordinating our county efforts, advertises, collects applications, and with a review panel, makes recommendations to the State of North Carolina; and,

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners congratulates and extend its deepest appreciation to Barbara Morris, BC Band of Brothers, Mary Pat Lynch, Mabell DeShields, Maureen Meisen, John Bronneck, Paulette Johnson, Celeste McConnell, Albert Plant and Cindy Carver upon being named the 2022 recipients of the Governor's Volunteer Service Award. Cindy Carver also received the 2022 Governor's Medallion Award for Volunteer Services and recognized as one of the top volunteers in the State. The Board further recognizes these individuals for their outstanding and exemplary volunteer service to Brunswick County.

Adopted this, the  $2^{nd}$  day of May, 2022.

Randy Thompson, Chair Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC Clerk to the Board



From:

# Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

Action Item # VII. - 3. Tax Administration - Contract for Revaluation Vendor

# Jeffery Niebauer

**Issue/Action Requested:** Request that the Board of Commissioners accept the proposal from Piner Appraisal, Inc. to assist with the 2023 countywide revaluation. The contract will provide assistance in valuing Commercial properties.

# **Background/Purpose of Request:**

During prior countywide revaluations the county has contracted with a vendor to assist with land valuation and commercial property valuations. For the 2023 revaluation staff would like to contract with Piner Appraisal Inc. for the valuation of commercial properties. The total for the contract is \$216,240 (\$27.03 per parcel). Piner Appraisal Inc has a staff of North Carolina Department of Revenue Certified appraisers and has two MAI licensed appraisers available which would provide the better end result for the county. NC licensed appraisers will have more access to outside data than non-licensed appraisers.

The Tax Department's current commercial appraiser resigned for a position with another county. We are currently recruiting for a commercial appraiser. Current staff will work closely with the staff of the vendor to ensure accurate valuations.

## **Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations Amendment appropriates Medicaid Hold Harmless funds of \$216,240 for a commercial property revaluation contract with Piner Appraisals, Inc.

# **Approved By County Attorney:**

Yes

# **County Manager's Recommendation:**

Recommend that the Board of Commissioners accept the proposal from Piner Appraisal, Inc. to assist with the 2023 countywide revaluation. The contract will provide assistance in valuing Commercial properties.

# **ATTACHMENTS:**

Description

- contract proposal
- Budget Amendment
- Services Agreement

# Proposal for Brunswick County's Commercial Property Revaluation Effective for the Tax Year 2023

**Respectfully Submitted to:** 

Mr. Jeff Niebauer Tax Assessor, Brunswick County

April 14, 2022

April 14, 2022

Mr. Jeff Niebauer Brunswick County Tax Assessor

# **RE: Proposal for 2023 Commercial Revaluation Project**

To Whom It May Concern:

On behalf of Piner Appraisal, Inc., we are pleased to submit this proposal in response to your request to aid and assist Brunswick County with the 2023 County Revaluation of commercial properties.

The opportunity to provide you with this proposal is an honor and greatly appreciated. Piner Appraisal has been assisting various counties with property assessment needs for almost 20 consecutive years. During this time, we have gained in-depth knowledge of economic and geographical environments. Our professional and courteous appraisal services are proven and reliable.

Our company is experienced and well established in the property tax industry of North Carolina and completely vetted and approved annually by the NC Department of Revenue. Our team is comprised of both certified appraisers and highly seasoned property tax professionals; this combination is the perfect balance that provides Brunswick County with knowledgeable personnel and service of the highest quality. We have recently completed the Bertie County revaluation that was due January 1, 2020, the Washington County revaluation that was due January 1, 2021 and the Bladen County revaluation was due January 1, 2022. We are currently working on commercial properties revaluations for Rowan County, Lee County and Richmond County. Further, Piner Appraisal INC. has partnered with Complete County Assessments on commercial projects for Brunswick County, Wayne County and Onslow Counties.

Our proposal highlights our expertise and experiences working directly in the functional areas requested in your solicitation request. Thank you again for this opportunity to provide you this proposal. Should you have any questions, please do not hesitate to contact us. (252) 723-3562 or pinerappraisal@gmail.com.

Sincerely,

Gary Piner President/Principal-in-Charge **Piner Appraisal, Inc.**
Information Requested for RFP

- Piner Appraisal, Inc.
  2321 Shore Drive, Morehead City, NC 28557 Gary Piner (252) 723-3562 pinerappraisal@gmail.com
- Piner Appraisal has completed countywide revaluations for Bertie County, Washington County and Bladen County. We also are working on Rockingham, Rowan, Richmond and Lee Counties revaluations.
- Piner Appraisal has partnered with Complete County Assessments on commercial projects for Brunswick County, Wayne County and Onslow County.
- Piner Appraisal is completely vetted and approved annually by the NC Department of Revenue.
- Michael Casey is a licensed NC appraiser. Gary Piner is also certified by the NC Appraisal Board, however has never accrued the necessary 300 points to be fully licensed. His concentration has been in the mass appraisal field.
- > All members of Piner Appraisal have conducted mass appraisals of 2000+ commercial and industrial properties in multiple county jurisdictions.
- All members of Piner Appraisal have also worked on mass appraisals that included special type properties.
- Piner Appraisal subscribes to CoStar which is a software that provides relevant capitalization and income rates for specified geographics.
- Piner Appraisal staff all have extensive experience and knowledge in regard to development of Schedule of Values.
- Gary Piner is a Carteret County native and veteran tax appraiser with 30+ years of property tax experience. He will be overseeing the project. He has recently completed revaluation work in Gates County, Brunswick County, Caswell County, Onslow County, Wayne County, Bertie County, Washington County and Bladen County. Please reference attached resume.
- Harry Smith is a highly respected tax professional. He is a very experienced and knowledgeable tax professional with over 30 years of experience. He has overseen the last several revaluations in Onslow County with a heavy concentration on the wide array of commercial and special use properties in that area. Please reference attached resume.
- Michael Casey has been in the mass appraisal field since 2016. His experience has included work in Wake County, Johnston County, Sampson County, Chatham County and several other counties in North carolina. He also has performed mass appraisal work in Virginia and Delaware. He does private fee appraisal work away from his mass appraisal duties. He is currently our project manager in Rockingham County.

- > Piner Appraisal has two (MAI) appraisers at our disposal for consultation as needed.
- The Piner Appraisal staff that will be working on the Brunswick County project have a combined 70+ years of mass appraisal experience. We feel that this experience and our vast knowledge in the field will be unparalleled. Our objective is clearly defined to provide your office and the property owners of Brunswick County with the most competent, timely and trusted revaluation. We take great pride in our work quality, local accessibility and continuous communication throughout the project. We always strive to exceed expectations and value our solid reputation. Piner Appraisal offers Brunswick County a highly experienced team with all necessary tools and no learning curves.
- > Piner Appraisal is prepared to deliver our completed values by or before December 2022.

# **SCOPE OF WORK:**

The purpose of this proposal is to aid and assist the Brunswick County Tax Office with the 2023 commercial properties revaluation in accordance with the North Carolina General Statutes. The total number of properties for this job is approximately 8000. This number consists of 2856 improved and 5144 vacant. The requested assistance and support includes a comprehensive analysis and valuation of the commercial and industrial properties regarding the cost approach, the sales comparison and the income approach. These values will be in direct correlation to the market for Brunswick County, with emphasis on the income approach when applicable. Piner Appraisal has the necessary tools to provide relevant capitalization and income rates for Brunswick County.

Futher, Piner Appraisal will offer assistance in conducting informal public hearings and appeals for commercial and industrial properties through the Board of Equalization and Review and the Property Tax Commission.

# **PRICE:**

Piner Appraisal has taken every effort to provide the most efficient proposal while maintaining the <u>highest quality of service</u>. Based on the indicated scope of work set forth in the Brunswick County Request for Proposal, the bid is **\$ 216,240.00** or **\$ 27.03** per parcel for approximate 8,000 total parcel count.

## **INDEMNIFICATION & INSURANCE:**

Piner Appraisal maintains all necessary insurance and will provide Brunswick County proof of adequate general liability insurance, errors and omissions insurance, auto insurance and necessary worker's compensation insurance. Further, Piner Appraisal will provide Brunswick County with any necessary performance bond and/or certified funds at time of contract award.

#### Thank you again for the opportunity to provide you with this qualifications package.

# <u>Qualifications</u>

**Gary Piner** 2321 Shore Drive, Morehead City, NC 28557 \* (252) 723-3562

#### **EDUCATION**

East Carolina University (1976 – 1979)

#### ACCREDITATIONS

NC Real Estate Appraiser NC # T4955 Certified Real Property Appraiser, NC Department of Revenue

#### **EXPERIENCE**

Real Property .	Appraiser (1985 – Present)
Present	<b>Rowan County Tax Office</b> Working on hybrid with staff for residential and commercial revaluation for 2023.
Present	<b>Rockingham County Tax Office</b> Working on revaluation for 2024.
Present	<b>Richmond County Tax Office</b> Working on a hybrid with staff for residential and commercial revaluation for 2024.
Present	Lee County Tax Office Working on commercial properties only revaluation for 2023.
2020 - 2022	Bladen County Tax Office Completed revaluation for 2022. Working on the appeal process.
2019 - 2021	Washington County Tax Office Completed revaluation for 2021.
2020	<b>Bertie County Tax Office</b> Completed revaluation for 2020
2018	<b>Wayne County Tax Office</b> Visited and assisted in valuing approximately 3,000 commercial properties for the 2019 revaluation.
2017 – 2018	<b>Onslow County Tax Office</b> Visited and assisted in valuing over 2,960 commercial properties for the 2018 revaluation.
2016 – 2017	Gates County Tax Office Performed walk around inspections on all residential properties for the 2017 revaluation.

#### 2016 – Present Bladen County Tax Office

Independently contracted to measure and list new construction. Also handles appeals on an annual basis.

#### 2015 - Nov. 2015 Caswell County Tax Office

Performed walk around inspections on all residential and commercial properties for the 2016 revaluation.

#### 2015 – 2016 Chowan County Tax Office

Independently contracted to measure and list new construction.

#### 2014 – 2015 Brunswick County Tax Office

Visited and assisted in valuing over 3,000 commercial properties for the 2015 revaluation.

#### 2012 - 2014 Washington County Tax Office

Worked with assessor on all aspects of countywide revaluation. Continue to handle new construction and all other appraisal issues.

#### 2011 – 2012 Greene County Tax Office

Performed walk around inspections on all residential properties for the 2013 revaluation.

2010 – Present Wayne County Tax Office Independently contracted to measure and list new construction

## 2009 - 2010Craven County Tax Office

Independently contracted to measure and list new construction

#### 2006 - 2007 Pamlico County Tax Office

Independently contracted to measure and list new construction

- 2003 Present Gates County Tax Office Independently contracted to measure and list new construction
- 2001 Present Bertie County Tax Office Independently contracted to measure and list new construction

#### 1985 - 2005Carteret County Tax Office

Responsible for measuring and listing all improvements on each property. Responsible for sizing and pricing land. Served as chief field appraiser 1988 – 2005. Trained numerous personnel in all aspects of appraisal during this period.

Involved in revaluation of 1989. Extensively involved in all aspects of 1993 revaluation, 1997 revaluation and 2001 revaluation.

Extensively involved in all aspects of 2007 revaluation until leaving in November 2005.

Conducted informal hearings for taxpayers and testified before Board of Equalization

and Review on many occasions.

#### **RELEVANT COURSES** (R-1) Introduction to Real Estate Appraisal (R-2) Valuation Principles and Procedures (R-3) Applied Residential Property Valuation (R-4) USPAP (G-1) Introduction to Income Property Appraisal (IAAO Course 101) Fundamentals of Real Property Appraisal Fundamentals of Property Tax Listing and Assessing (IAAO Course 102) Income Approach to Valuation (IAAO Course 301) Mass Appraisal of Residential Property (IAAO Course 305) Computer Assisted Mass Appraisal Valuation Model Building (IAAO Course 400) Assessment Administration (IAAO Course 9014) National USPAP Update (IAAO Course 3069) Technology and Appraisers (IAAO Course 3091) More Complaints, and AMC's, and UAD Updates (IAAO Course 1969) New Day, New Appraisal

#### **PAST MEMBERSHIPS**

International Association of Assessing Officers NC Association of Assessing Officers

## References

Jodi Rhea	Bertie County Tax Administrator	(252) 794-6152
Sherri Wilkins	Washington County Tax Administrator	(252) 793-1176
Alan Lumpkin	Wayne County Tax Administrator	(919) 731-1468
Renee Davis	Bladen County Tax Administrator	(910) 862 - 6735
Michael Brown	Lee County Tax Administrator	(919) 7180-4660

Additional references available upon request

Request Info		
Туре	Budget Amendment	
Description	Revaluation contract	
I	Board Meeting 05/02/2022-Appropriate \$216,240 of Medicaid Hold Harmless revenue for award of commercial property revaluations contract with Piner Appraisals Inc.	
Originator	Tiffany Rogers	

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	323402	General Revenues	Medicaid Hold Harmless	216240	Increase	Credit
100000	419900	General Revenues	Prof Ser-Other	216240	Increase	Debit

Total	
Grand Total:	432480

#### 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 Piner Appraisal, 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 and in the Proposal submitted by Provider dated April 14, 2022, which is incorporated herein by reference.

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 05/02/2022 (the "Effective Date") and continues in effect until 12/31/2023, 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 knowhow; (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 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
ii. For the Provider:	Piner Appraisal, Inc.
	Attn: Gary Piner
	2321 Shore Drive
	Morehead City, NC 28557

#### **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 § 66-58.1 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:

Chairman, Board of Commissioners

[SEAL]

## PINER APPRAISAL, INC.

By: Dary Piner

Printed Name: Gary Piner

Title: President/Principal-In-Charge

Date:  $\frac{4/25/2022}{2}$ 

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

Aaron C. Smith, Director of Fiscal Operations Brunswick County, North Carolina

APPROVED AS TO FORM

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

#### EXHIBIT "A" SCOPE OF SERVICES/FEES

#### Services:

Provider will provide services, as more fully set forth herein, to aid and assist Brunswick County with a 2023 commercial and industrial properties revaluation in accordance with North Carolina General Statutes. The total number of commercial and/or industrial properties to be covered by the project is approximately 8,000. This number consists of 2,856 improved parcels and 5,144 vacant parcels.

Services to be performed by Provider include, but are not necessarily limited to, a comprehensive analysis and valuation of the commercial and industrial properties regarding the cost approach, the sales comparison, and the income approach. These values will be in direct correlation to the market for Brunswick County, with emphasis on the income approach, when applicable. Provider has the necessary tools to provide relevant capitalization and income rates for Brunswick County.

Provider will provide its completed values for all commercial and industrial properties by or before December 2022.

Provider will also offer assistance in conducting informal public hearings and appeals for commercial and industrial properties through the Board of Equalization and Review and the Property Tax Commission.

#### Fees:

Provider will perform the Services set forth herein for \$27.03 per parcel, for approximately 8,000 parcels, for an estimated total amount of \$216,240.00.



# Brunswick County Board of Commissioners ACTION AGENDA ITEM May 2, 2022

**From:** Bob Shaver, County Attorney

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

Request the Board enter closed session pursuant to G.S. 143-318.11(a)(1) and (3) to approve draft Closed Session Minutes from April 4, 2022 and to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

Action Item # IX. - 1. Closed Session

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

**Fiscal Impact:** Reviewed By Director of Fiscal Operations

**Approved By County Attorney:** Yes