**BRUNSWICK COUNTY BOARD OF COMMISSIONERS**
**REGULAR MEETING AGENDA**
**March 15, 2021**
**6:00 PM**

## I. Call to Order

## II. Invocation/Pledge of Allegiance

## III. Adjustments/Approval of Agenda

## IV. Public Comments

## V. Approval of Consent Agenda

1. Administration - Proclamation Designating April 2021 as "North Carolina 811 Safe Digging Month"

   Request that the Board of Commissioners consider approving a Proclamation designating the month of April 2021 as "North Carolina 811 Safe Digging Month".

2. Administration - Surplus Property Offers for Upset Bid Process

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

3. Clerk to the Board - Meeting Minutes

   Request that the Board of Commissioners approve the draft minutes from the Special Called Meeting and Regular Meeting held on March 1, 2021.

4. County Attorney - Cameron Woods, Phase 6A-2, Lots 98-118 DOD

   Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Cameron Woods, Phase 6A-2, Lots 98-118.

5. County Attorney - Special Assessment Release for Parcel 1410000213

   Request that the Board of Commissioners approve the agreement for the release and refund of special sewer assessment #12 (Boiling Spring Lakes) for Parcel # 1410000213.

6. 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.

   **-HAVA Subgrant Amendment**
   Request Board of Commissioner approval of HAVA Subgrant Agreement as amended by the NC State Board of Elections. Awards were calculated based upon economic tiers defined by the North Carolina Department of Commerce and the number of registered voters; similar to the criteria used by the General Assembly to award CARES Act funds. Initial award was approved at the 8/3/20 board meeting with an appropriation of the minimum amount of $10,000. Appropriation of an additional $135,025 is needed based on percentage of voter registration for a grand total of $145,025. Grant funds support eligible costs to improve the administration of the federal elections as authorized under HAVA Title I, Section 101. Budget period is 7/1/20-6/30/21.

   **-LIEAP Additional Funding Budget Amendment**
   Appropriate $35,000 of additional Federal (LIEAP) Low Income Energy Assistance Program funding and $232,438 of Federal Pandemic LIEAP funding as allocated by

the Department of Health and Human Services to Brunswick County for use in the LIEAP Program.

**-Airport Grant 36237.45.18.1 Budget Amendment and CPO**
Closeout airport grant 36237.45.18.1 and reduce federal revenues $13,109 and return local matching funds of $1,458 to the county capital reserve undesignated.

**-Financial Statements for February 2021 (unaudited)**
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at http://brunswickcountync.gov/finance/reports

7. Health and Human Services - BSRI - Council of Governments Grant Agreement for Evidence Based Health Promotion FY2020 - 2021

   Request that the Board of Commissioners approve the Grant Agreement for the Provision of Title III-D Health Promotion/Disease Prevention Evidence Based Health Promotion FY 2020-2021 ending June 30, 2021.

8. Health and Human Services - Health Services - AA-716 Revision 1 - COVID-19 Vaccination Program

   Request that the Board of Commissioners approve the agreement addendum revision and authorize the Health Director's executing signature on the form.

9. Health and Human Services - Health Services - FY 21-22 State Consolidated Agreement Approval

   Request that the Board of Commissioners approve the consolidated agreement for FY 21-22 between the State of North Carolina and Brunswick County Health Services.

10. Health and Human Services - Health Services - Interim Healthcare of the Eastern Carolinas, Inc. - Staffing Agreement

    Request that the Board of Commissioners approve the staffing agreement between the Brunswick County Health Department and Interim Healthcare of the Eastern Carolinas, Inc.

11. Health and Human Services - The Toner Exchange Lease Agreement FY 22-24

    Request that the Board of Commissioners approve the lease agreement with The Toner Exchange for FY 22-24.

12. Human Resources - Delta Dental Renewal

    Request that the Board approve for the County to renew with Delta Dental to provide dental insurance for fiscal year 2021-22 and authorize the County Manager to execute any renewal documents subject to the County Attorney's review.

13. Human Resources - Long Term Disability and Life Insurance Carrier Change

    Request that the Board approve moving the County provided Long Term Disability (LTD) and Life Insurance to VOYA and authorize the County Manager to execute required documentation, subject to the County Attorney's review.

14. IT - Courthouse Change Order for Courtroom Audio/Visual

    Request that the Board of Commissioners ratify the approval of an amendment to the Goods and Services Agreement with NC Sound in the amount of $6,218.60, and consider approving an additional amendment in the amount of $9,341.33 to complete the requested audio/visual work created by Change Order RFP 21 and Jury Assembly Room Electrical Data Rework (Construction Change Order forthcoming) as a component of the Brunswick County Courthouse Addition and Renovations project.

15. Tax Administration - March 2021 Releases

    Request that the Board of Commissioners approve the March 2021 releases.

16. Utilities - Randall Site Services

    Request that the Board of Commissioners approve the proposal and associated services agreement with Randall Site Services to camera and inspect 10% of our gravity sewer lines per NCDEQ requirements in FY21 and authorize the Chairman and Clerk to the Board to approve the services agreement which expires June 30, 2021.

## VI. Presentation

1. Planning - Brunswick County Comprehensive Transportation Plan (Helen Bunch, Zoning Administrator/Transportation Planner)

   Receive Information on the Brunswick County Comprehensive Transportation Plan.

2. Presentation - Health and Human Services - COVID-19 Update (David Stanley, Deputy County Manager for HHS)

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

## VII. Public Hearing

1. Planning - Southeastern North Carolina Regional Hazard Mitigation Plan (Kirstie Dixon, Planning Director)

   Request that, after the Public Hearing, the Commissioners consider adopting the *Southeastern North Carolina Regional Hazard Mitigation Plan.*

## VIII. Administrative Report

1. Sheriff's Office - Request for Positions

   Request the Board of Commissioners approve a request of six positions in the Sheriff's Office. The positions include three civilian and three sworn positions and are the result of a request brought to the attention of the Liaison Committee on February 11, 2021. Revenues from the Sheriff's Office Juvenile Detention Program will cover initial salary, vehicle, and equipment costs associated with the request.

## IX. Other Business/Informal Discussion

## X. Adjournment

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 1.**
Administration - Proclamation Designating April 2021 as "North Carolina 811 Safe Digging Month"

**From:**
Andrea White

**Issue/Action Requested:**
Request that the Board of Commissioners consider approving a Proclamation designating the month of April 2021 as "North Carolina 811 Safe Digging Month".

**Background/Purpose of Request:**
The North Carolina One Call System (NC811) is a utility notification and education center that celebrates its 43rd year of service to the citizens of North Carolina and is a vital part of preventing damages and injuries when excavating. This vital notification service started in 1978 reaching 2.1 million locate requests from excavators to homeowners in 2020. North Carolina law requires that anyone engaging in demolition or excavation activities contact NC811 at least three days prior to beginning the work by calling or clicking 811.

North Carolina 811 requests that the Board of Commissioners approve a Proclamation designating the month of April 2021 as "North Carolina 811 Safe Digging Month".

**Fiscal Impact:**
Not Applicable

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners consider approving a Proclamation designating the month of April 2021 as "North Carolina 811 Safe Digging Month".

**ATTACHMENTS:**

Description

- Proclamation Designating April 2021 as North Carolina 811 Safe Digging Month

*County of Brunswick*

*Office of the County Commissioners*

**PROCLAMATION**
**DESIGNATING APRIL 2021 AS**
**"NORTH CAROLINA 811 SAFE DIGGING MONTH"**

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

**WHEREAS**, North Carolina 811, a utility service notification center and leader in education celebrates its 43rd year of continuous service to the State, is key to preventing injuries and damages when excavating; and

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

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

**WHEREAS**, in 2020, the North Carolina one call system received 2.1 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

**NOW, THEREFORE, BE IT RESOLVED**, that Brunswick County has designated the month of April 2021 as "North Carolina 811 Safe Digging Month" to encourage all excavators and homeowners of Brunswick County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, for safe digging is no accident, and that more information may be obtained by visiting www.nc811.org.

Adopted this the 15th day of March, 2021.

_____
Randy Thompson, Chair
Brunswick County Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

## Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
### March 15, 2021

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

**From:** Administration - Surplus Property Offers for Upset Bid Process
Steve Stone, Deputy County Manager

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

**Background/Purpose of Request:**

| Parcel | Location | Size | Tax Value | Acquired | Cost | Bid |
|---|---|---|---|---|---|---|
| 241NA047 | Jericho Rd, Calabash | .10 acre | $13,000.00 | 11-26-2008 | $0.00 | $3,250.00 |

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**Advisory Board Recommendation:**
Not Applicable

**County Manager's Recommendation:**
Recommend the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

**ATTACHMENTS:**

Description

- Bid 241NA047

**From:** Surplus Land Bid
**To:** Steve Stone
**Subject:** Surplus Land Bid: Parcel # 241NA047
**Date:** Friday, February 26, 2021 10:56:44 AM

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

Eric and Jessica Witter
(910) 274-5791
ewittj@gmail.com
1185 Jericho rd., Sunset Beach, NC, 28468, United States
Parcel # 241NA047
Bid Amount: $3250.00
Optional Additional Comments:

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 3.**
Clerk to the Board - Meeting Minutes

**From:**
Andrea White

**Issue/Action Requested:**
Request that the Board of Commissioners approve the draft minutes from the Special Called Meeting and Regular Meeting held on March 1, 2021.

**Background/Purpose of Request:**

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the draft minutes from the Special Called Meeting and Regular Meeting held on March 1, 2021.

**ATTACHMENTS:**

Description

- Draft Minutes - 2021-03-01 Special Called Meeting
- Draft Minutes - 2021-03-01 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS**
**OFFICIAL MINUTES**
**SPECIAL CALLED MEETING**
**MARCH 1, 2021**
**1:00 P.M.**

**The Brunswick County Board of Commissioners held a Special Called Meeting on the above date at 1:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

| | |
|---|---|
| PRESENT: | Commissioner Randy Thompson, Chairman<br>Commissioner Mike Forte, Vice-Chairman<br>Commissioner J. Martin Cooke<br>Commissioner Pat Sykes<br>Commissioner Frank Williams |
| STAFF: | Randell Woodruff, County Manager<br>Bob Shaver, County Attorney<br>Steve Stone, Deputy County Manager<br>Julie Miller, Finance Director<br>Andrea White, Clerk to the Board<br>Jared Galloway, Deputy Clerk to the Board<br>Neal Galloway, MIS<br>Meagan Kascsak, Communications Director<br>Cpt. Lamar Siler, Sheriff's Office |

**Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.**

## I. CALL TO ORDER

Chairman Thompson called the meeting to order at 1:00 p.m.

Chairman Thompson gave Invocation and led the Pledge of Allegiance.

## II. ORDER OF BUSINESS

- **Presentation – Raftelis Report: Brunswick County Water Rate Study (Elaine Conti, Executive Vice President)**

  Chairman Thompson recognized County Manager Randell Woodruff.

  Mr. Woodruff introduced Elaine Conti, Executive Vice President of Raftelis.

  Ms. Conti presented the Water Rate Study Summary Report to include an overview of the history of Brunswick County's water rate changes, the 2019 rate study process, and changes since the original study, as well as the impact of those changes, an overview of revised 2022 rates, customer impacts, and the estimated financial sufficiency of the water system.

  Ms. Conti explained that the 2019 study assumed the following: the Water Infrastructure Finance and Innovation Act (WIFIA) would allow part of the debt service to be delayed until FY 2026; there would be additional operation and maintenance cost associated with the Low Pressure Reverse Osmosis System; and no changes in the water demand or base were anticipated. The study anticipated that the increase in revenues from rates to cover costs would be $5.4 million. In October 2019, the County issued the 2019 revenue bonds. When looking at the ability to pay the debt, it was realized that the WIFIA financing was no longer an option. This pushed the debt service to FY 2023 rather than FY 2026. Also, wholesale flow was reduced by almost 50%. In May 2020, the County issued the 2020 revenue bonds. Two wholesale customers became part of the County's retail system and one industrial customer was lost, which equated to approximately 25% of the industrial flow. The study was updated to reflect those changes and resulted in an increase of $5.3 million for a total increase of $10.7 million that would need to be recovered from rates with a lower customer base than was initially anticipated. Approximately 73.4% of the revenues will come from the retail class, 7.1% from the industrial customers, and 19.5% from the wholesale customers. The monthly base charge will result in a $4.00 change from current rates and the proposed irrigation meter base rate will be $5.00. The volumetric rates will vary depending on the tier, block and customer class. The average County customer bill will increase by $9.85.

The Board entertained questions from Mr. Gene Vasile, ABCPOA, and Town of Shallotte Mayor Walt Eccard, representing the municipal mayors. Mr. John Nichols, Public Utilities Director, Ms. Conti, and Ms. Julie Miller, Finance Director addressed the questions presented. Following the question and answer session and discussion, Chairman Thompson thanked Ms. Conti and those that attended and participated.

The Board will review the recommended changes as part of the FY 2022 budget process and any approved changes will take effect January 2022. No action was taken.

## III. ADJOURNMENT

Commissioner Williams moved to adjourn the meeting at 2:36 p.m. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

DRAFT

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS**
**OFFICIAL MINUTES**
**REGULAR MEETING**
**MARCH 1, 2021**
**3:00 P.M.**

**The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 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: Randell Woodruff, County Manager
Bob Shaver, County Attorney
Steve Stone, Deputy County Manager
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Jared Galloway, Deputy Clerk to the Board
Meagan Kascsak, Communications Director
Neal Galloway, MIS
Cpt. Lamar Siler, Sheriff's Office

**Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.**

## I. CALL TO ORDER

Chairman Thompson called the meeting to order at 3:00 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 Sykes moved to approve the agenda as presented. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

## IV. PUBLIC COMMENTS

There were no public comments.

## V. APPROVAL OF CONSENT AGENDA

Vice-Chairman Forte moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0). The following items were approved:

1. **Administration - Surplus Property Offers for Upset Bid Process**
Accepted, subject to the upset bid process, the following offers submitted for surplus parcels that met the value parameters previously established by the Board:

| Parcel | Location | Size | Tax Value | Acquired | Cost | Bid |
|---|---|---|---|---|---|---|
| 142JE011 | Cherry Rd, BSL | .24 acre | $11,000.00 | 2-6-2019 | $4,035.62 | $4,035.62 |

2. **Board Appointment - Home & Community Care Block Grant Committee**
Appointed Brenda McCants to fill an unexpired term on the Home & Community Care Block Grant Committee; term expires June 30, 2021.

3. **Clerk to the Board - Meeting Minutes**

Approved the draft minutes from the February 15, 2021 Regular Meeting and the February 23, 2021 Emergency Meeting.

4. **County Attorney - Sunset Ridge Duplexes South Parcel - Lots 19-28 DOD**
Accepted the Deed of Dedication for water and sewer infrastructure for Sunset Ridge Duplexes South Parcel Lots 19-28.

5. **Engineering - Ash Waccamaw Multiuse Building - Architect Design Contract Extension**
Renewed the professional services design contract with Sawyer Sherwood & Associate Architects and approved additional design services with a lump sum fee of $39,000.

6. **Engineering - Courthouse Addition & Renovation - Monteith Construction Contract Change Order #1**
Reviewed and approved Change Order #1 with Monteith Construction Corporation for the courthouse addition and renovation project in the amount of $95,565 and an additional 23 contract construction days.

7. **Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.**
Approved a one-year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

8. **Health and Human Services - Health Services - CureMD Services Agreement for COVID-19 Mass Scheduling / Management System**
Approved an agreement with CureMD.com, Inc. for the application of a vaccine management system to include mass scheduling functionality for administration of the COVID-19 vaccine upon review and approval of the County Attorney.

9. **Health and Human Services - WARM 2021 Urgent Repair Program Support Request**
Approved the support of an application and 20% funding match up to a maximum of $20,000 for the 2021 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

**BRUNSWICK COUNTY**
**FY21 WARM URGENT REPAIR APPLICATION**
**RESOLUTION OF COMMITMENT**

**WHEREAS,** Brunswick County wishes to demonstrate local support for the Wilmington Area Building Ministry, Inc. (WARM) FY21 Urgent Repair application; and

**WHEREAS**, WARM wishes to submit a competitive application to the North Carolina Housing Finance Agency to assist Brunswick County residents.

**NOW, THEREFORE**, the Board of Commissioners of Brunswick County hereby resolves to commit $20,000.00 in unrestricted local revenues to the FY21 Urgent Repair Program project. If the project is funded, these funds will be restricted in use for Brunswick County residents and be disbursed for "hard cost only" at the discretion of the Urgent Repair administrator during the FY-2022 budget year.

**RESOLVED** this 1st day of March, 2021.

Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

10. **Utilities - 211 WTP Well Rehabilitation**
Approved the award of a service contract with Skipper's Well Drilling and Pump Service Inc., in the amount of $487,250.

11. **Utilities - Highfill On-Call Engineering for Sea Trail WWTP**
Approved a budget amendment and authorized the Chairman and Clerk to the Board to execute the contract with Highfill Infrastructure Engineering Inc., in an amount not to exceed $147,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.

12. **Utilities - Refunds and Releases for Calabash SAD #25**
Authorized the Tax Department to release and refund the special assessments for parcels #2400001717, #2400001718, #2400001719, and #2400001720 relating to the Calabash Area Special Sewer Assessment (SAD #25).

13. **Utilities - Shallotte Water Line Cape Fear Engineering Contract Amendment 2**
Approved the contract amendment with Cape Fear Engineering to extend the contract effective date by 419 days to 1,244 days for engineering services associated with the design and construction administration of the Shallotte Water Transmission Main.

## VI. PRESENTATION

1. **Presentation - Administration - Department Recognition - Assistance with Fire in the Town of Shallotte (Randell Woodruff, County Manager)**
Request that the Board of Commissioners share a Proclamation from the Town of Shallotte and recognize those Brunswick County departments that assisted with the February 1, 2021 fire in Shallotte.

Mr. Woodruff announced that the County was in receipt of a Proclamation from the Town of Shallotte thanking Brunswick County EMS, Fire Marshal's Office, and Sheriff's Office for their outstanding dedication and assistance to the Town during the recent fire of Monday, February 1, 2021. Mutual aid assistance was provided from many departments in the region and the Brunswick County departments contributed greatly in the protection of property and life.

The Board and staff recognized the departments for their contributions. Chairman Thompson shared that recognition by municipal leaders was an honor and further expressed his appreciation of the services provided.

2. **Presentation - Health and Human Services - Social Services: Medicaid Managed Care (Catherine Lytch, Social Services Director)**
Request that the Board of Commissioners receive a presentation on Medicaid Managed Care.

Ms. Lytch gave a presentation on Medicaid Managed Care. In 2015, the NC General Assembly enacted Session Law 2015-245, which directed the Department of Health and Human Services (DHHS) to transition Medicaid and NC Health Choice from fee-for-service to Managed Care. The Department was on track to go live February 1, 2020; however, Medicaid Managed Care was suspended in November 2019. In July 2020, NC General Assembly legislation authorized the restart of Medicaid Managed Care transformation efforts with a July 1, 2021, launch date for Standard Plans and a July 1, 2022, launch date for Behavioral Health I/DD Tailored Plans. Open enrollment for NC Medicaid Managed Care Standard Plans begins March 15 and continues through May 14, 2021. Those not enrolled by the end of the open enrollment period will be auto enrolled on May 15, 2021. Mandatory beneficiaries will be able to choose from one of five health plans, along with a primary care provider, and will have 90 days from the effective date of enrollment in which to change plans for any reason. Ms. Lytch noted that, as of the end of January, there were 27,687 Medicaid recipients in Brunswick County and 16,847 of those will move into Managed Care.

## VII. Administrative Report

1. **MIS - Commission Chambers AV Upgrade (Steve Randone, MIS Director)**
Request that the Board of Commissioner receive a presentation on two (2) Commission Chambers audio/visual upgrade proposal options from Avidex for consideration, selection and approval, and authorize the Chairman and Clerk to the Board to approve the contract, subject to review and approval by the County Attorney.

Mr. Randone presented two proposal options for an audio/visual upgrade of the Commissioners' Chambers. Option 1, without cameras, totals $73,588 and the Option 2, with cameras, is $81,589.

Following the presentation, Commissioner Williams moved to discuss and consider the audio/visual upgrade as part of the upcoming budget workshop. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

## VIII. OTHER BUSINESS/INFORMAL DISCUSSION

No other business was brought forth.

## IX. CLOSED SESSION

1. **Closed Session**

Request that the Board of Commissioners enter into Closed Session pursuant to NCGS 143-318.11(a)(1) to approve closed session minutes, 143-318.11(a)(3) to consult with the attorney, and 143-318.11(a)(6) to discuss personnel.

Mr. Shaver noted that the statutory requirements were included in the agenda with the purpose to approve closed session minutes, consult with the attorney, and discuss personnel.

Commissioner Williams moved to enter Closed Session as stated at 3:44 p.m. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

It was the consensus of the Board to move to the 2nd floor training room for social distancing requirements.

Chairman Thompson called the Regular Session to order at 6:19 p.m. Nothing was reported from Closed Session.

## X. ADJOURNMENT

Vice-Chairman Forte moved to adjourn the meeting at 6:19 p.m. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 4.**
County Attorney - Cameron Woods, Phase 6A-2, Lots 98-118 DOD

**From:**
Bryan Batton, Assistant County Attorney

**Issue/Action Requested:**
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Cameron Woods, Phase 6A-2, Lots 98-118.

**Background/Purpose of Request:**
Cameron Woods Development, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Cameron Woods, Phase 6A-2, Lots 98-118. The lines have been tested and approved and are ready to be incorporated into our utility system.

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations
$ 80,363.20 for water
$ 54,617.80 for sewer

**Approved By County Attorney:**
Yes

**County Attorney's Recommendation:**
Accept the Deed of Dedication for water and sewer infrastructure from Clark Builders, LLC.

**County Manager's Recommendation:**
Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Cameron Woods, Phase 6A-2, Lots 98-118.

**ATTACHMENTS:**

Description

- Cameron Woods, Phase 6A-2, Lots 98-118

Prepared by: Kara J. Keith, a licensed North Carolina attorney, of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., without opinion of title
1000 29th Avenue North, Myrtle Beach, SC 29577

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**STATE OF NORTH CAROLINA )**
**)** **DEED OF DEDICATION**
**COUNTY OF BRUNSWICK )**

THIS DEED OF DEDICATION, made and entered into this 4TH day of FEBRUARY, 2021, by and between CAMERON WOODS DEVELOPMENT, LLC, a Delaware Limited Liability Company, with an office and place of business in Brunswick County, North Carolina, party of the first party, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee. whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH:

WHEREAS, Developer is the owner and developer of a tract or parcel of land located in Brunswick County, North Carolina, known as Cameron Woods; and

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

WHEREAS Developer wishes to obtain water and sewer service from Grantee for the property and to make water and sewer from Grantee's system available to individual owners; and

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

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

All of the sewer lines and water lines and equipment shown on the survey map or plat attached hereto as Exhibit "A".

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

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

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

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

*Signature page to follow.*

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

**Cameron Woods Development, LLC, a Delaware Limited Liability Company**
By: RS-EVC Development, LLC, its Sole Member
By: Realstar Communities, LLC, its Co-Manager

By: H. Gilford Edwards
H. Gilford Edwards, President and CEO

Georgetown County, State of South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: H. Gilford Edwards.

Date: 2/4/2021 My Commission Expires: 5/29/2023

Notary Public: Elizabeth Gouin
Print Name: Elizabeth Gouin

ELIZABETH D. GOUIN
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES 5/29/2023

[Affix Notary Stamp or Seal below]

## ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit for Cameron Woods Development, LLC, was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 20_____.

Brunswick County Board of Commissioners

_____

_____, Chairman

_____

_____, Clerk to the Board

**EXHIBIT "A"**

(See attached)

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.


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**STATE OF NORTH CAROLINA )**
**)** **AFFIDAVIT**
**COUNTY OF BRUNSWICK )**

CAMERON WOODS DEVELOPMENT, LLC, a Delaware Limited Liability Company, with an office and place of business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner and developer of a tract or parcel of land located in Brunswick County, North Carolina, known as Cameron Woods, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of-ways for the property hereinafter described and referenced:

All of the sewer lines and water lines and equipment shown on the survey map or plat attached hereto as Exhibit "A".

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

*Signature page to follow.*

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 4TH day of FEBRUARY, 20 21.

**Cameron Woods Development, LLC, a Delaware Limited Liability Company**
By: RS-EVC Development, LLC, its Sole Member
By: Realstar Communities, LLC, its Co-Manager

By: H. Gilford Edwards
H. Gilford Edwards, President and CEO

Georgetown County, State of South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: H. Gilford Edwards.

Date: 2/4/2021 My Commission Expires: 5/29/2023

Notary Public: E Gouin
Print Name: Elizabeth Gouin

ELIZABETH D. GOUIN
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES 5/29/2023

[Affix Notary Stamp or Seal below]

**EXHIBIT "A"**

(See attached)

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.


LINDLEY LANE EAST
BUTTONWILLOW COURT
PSW
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# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 5.**
County Attorney - Special Assessment Release for Parcel 1410000213

**From:**
Bryan Batton, Asst. County Attorney

**Issue/Action Requested:**
Request that the Board of Commissioners approve the agreement for the release and refund of special sewer assessment #12 (Boiling Spring Lakes) for Parcel # 1410000213.

**Background/Purpose of Request:**
The property owner for Parcel # 1410000213 requests a release of the special assessment for their parcel based upon the attached wetlands information. The entire parcel appears to be comprised of wetlands. The current tax value of the parcel is $7,220.00. The full assessment on the parcel was $21,662.00. The current balance on the assessment is $11,574.47. To date, the property owner has paid $13,125.13 .

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

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the agreement for the release and refund of special sewer assessment #12 (Boiling Spring Lakes) for Parcel # 1410000213.

**ATTACHMENTS:**

Description

- Wetland Findings
- Wetlands Waiver

LMG
LAND MANAGEMENT GROUP
a DAVEY company

February 15, 2021

TO: Mr. Greg Potter
PO Box 7
Oak Island, NC 28465

RE: Wetland Assessment Summary
Hwy 87 Lot-17; Boiling Spring Lakes; Brunswick County, NC

Per your direction, Land Management Group (LMG) conducted a Section 404 wetland delineation of the approximately 5-acre tract located off of Highway 87 in Boiling Spring Lakes, Brunswick County, NC (Tax Parcel ID# 1410000213). Our work included an assessment of available maps (county soil survey, USGS topographic quadrangle, etc.) and aerial photographs. LMG staff visited the site on February 9, 2021. Our on-site evaluation included assessments of the three parameters (soils, hydrology, and vegetation) that identify the limits of jurisdictional wetlands as defined in the 2010 Regional Supplement to the Corps of Engineers (COE) Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). The following is a summary of our findings.

Based upon observations noted at the time of our field evaluation, it is our opinion that the entire tract (100%) consists of jurisdictional wetlands as regulated by the COE. These areas exhibit conditions that satisfy the three criteria required for the determination of jurisdictional wetlands. In particular, indicators of hydrology, facultative wet/obligate wetland vegetation, and hydric soils were identified. These wetlands are characteristic of pocosin (Carolina bay) wetlands of the Atlantic coastal plain region. Pocosins are formed by the accumulation of organic matter, which resembles black muck. The saturated soil conditions keep the organic matter from decomposing, and lead to the dominance of dense and waxy shrubs. There were little to no upland plants on the site that would indicate drier conditions. The typical vegetative community on the site is composed of pond pine (*Pinus serotina*), titi (*Cyrilla racemiflora*), gallberry (*Ilex glabra*), fetterbush (*Lyonia lucida*), and laurel leaf greenbrier (*Smilax laurifolia*).

Please refer to the preliminary map depicting the approximate location and extent of areas considered to be jurisdictional 404 wetlands. Our findings are based upon site evaluations and field notes. Therefore, it should be noted that wetland acreages are to be considered preliminary. Only a survey prepared by a Professional Licensed Surveyor with COE review and approval will identify the specific limits of jurisdictional wetlands and/or property boundaries.

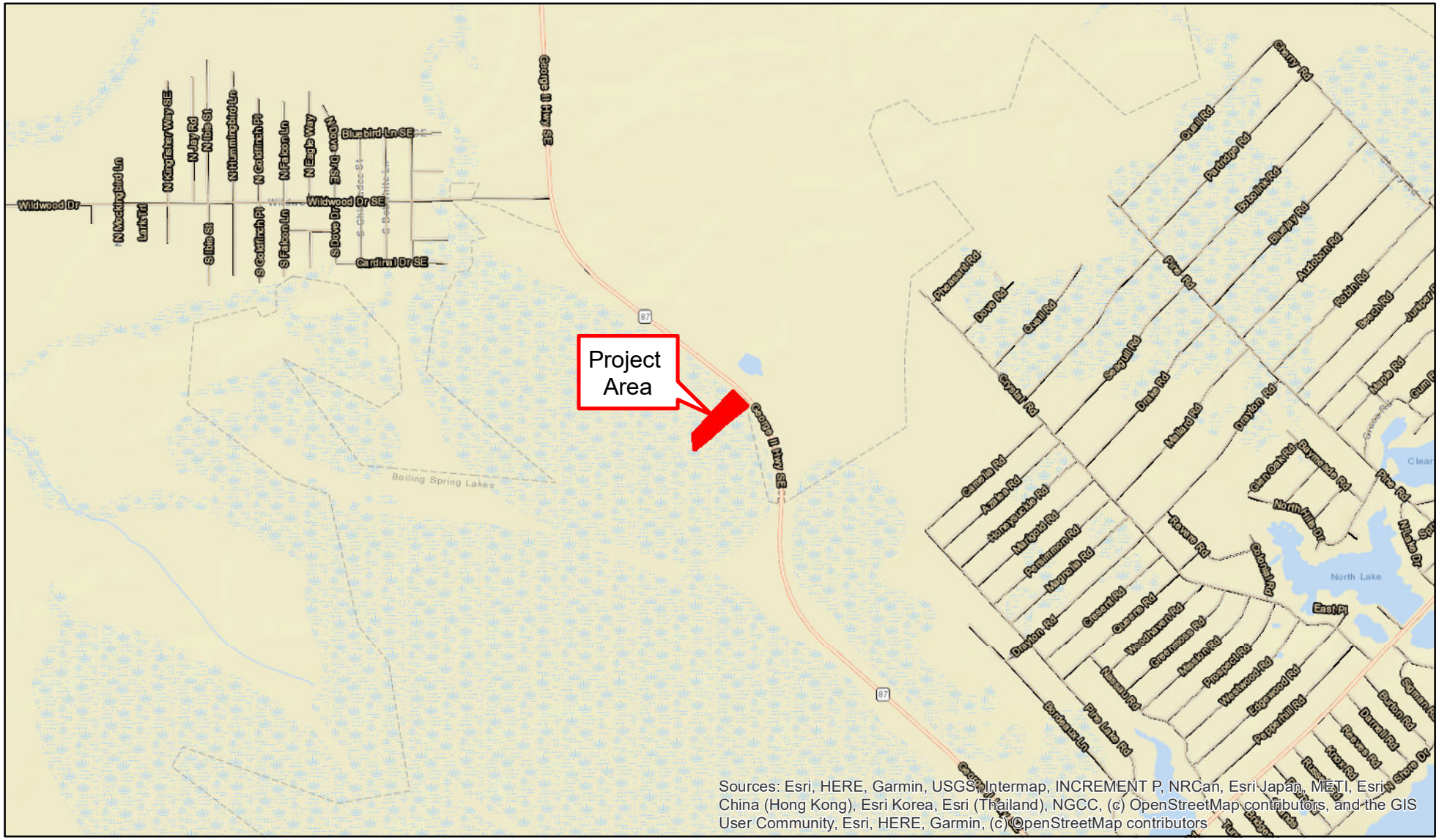
I hope this information is of assistance for your work. I may be reached either by phone at 910.452.0001 or by email at wfryar@lmgroup.net should you have any questions. Thank you for allowing LMG the opportunity to assist you with this evaluation.

Sincerely,

*Wesley A Fryar*

Wes Fryar
Environmental Scientist

Encl.




L:\WETLANDS\2021 WETLANDS FILES\LMG21.047 --- BSL NC 87 L-17, Greg Potter\Maps

Boundaries are approximate and not meant to be absolute.

Map Source: GIS World Street Map Layer

N

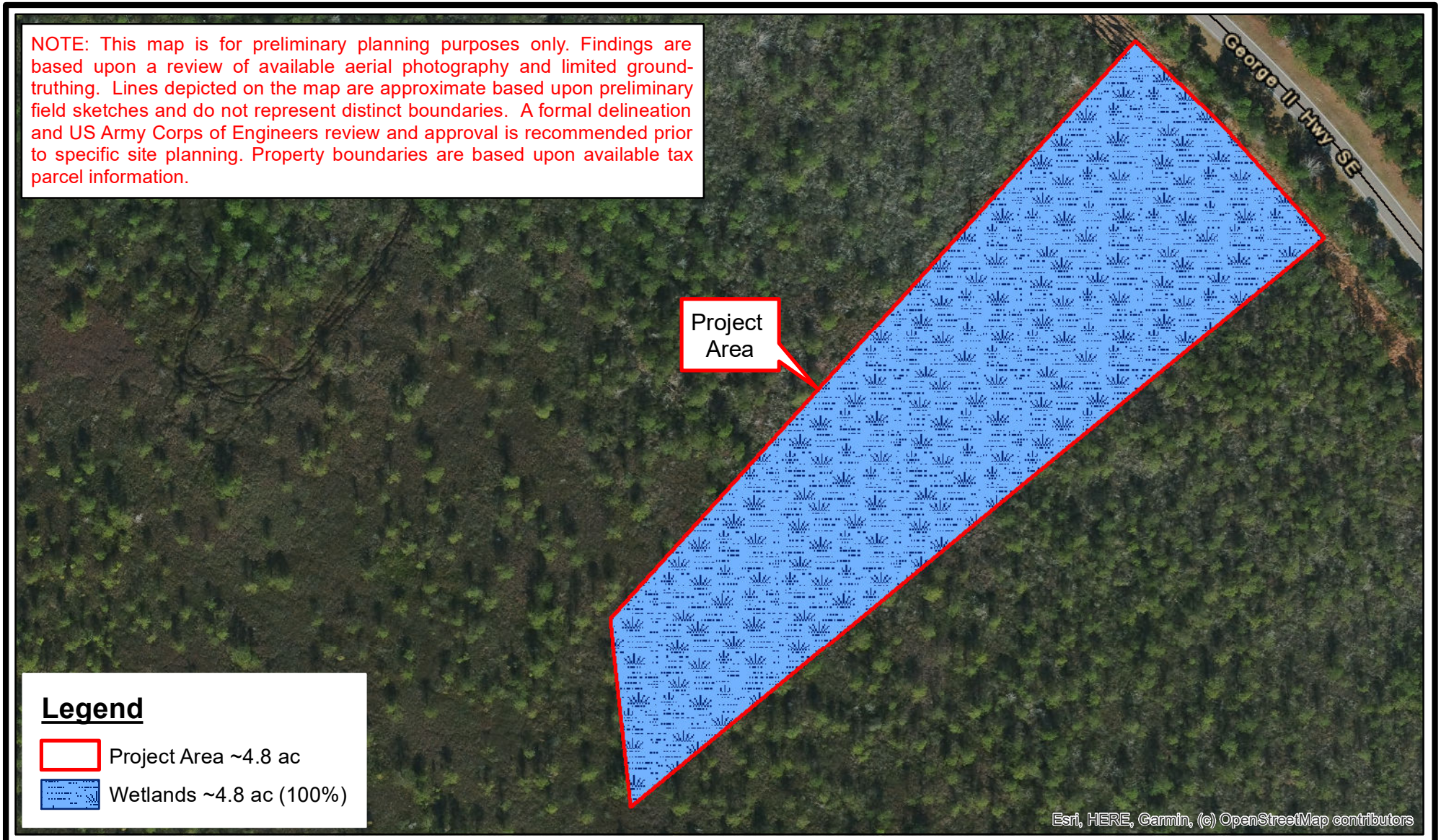
0 1,000 2,000 4,000 Feet

BSL NC 87 L-17 Tract
Brunswick County, NC

Map Date: February 2021
LMG21.047

LMG
LAND MANAGEMENT GROUP
a DAVEY company
3805 Wrightsville Avenue
Wilmington, NC 28403
(910) 452-0001

**Figure 1**
**Vicinity Map**




L:\WETLANDS\2021 WETLANDS FILES\LMG21.047 --- BSL NC 87 L-17, Greg Potter\Maps
Boundaries are approximate and not meant to be absolute.
Map Source: 2020 Eagle View Aerial Photography

N

0 75 150 300 Feet

BSL NC 87 L-17 Tract
Brunswick County, NC

Map Date: February 2021
LMG21.047

LMG
LAND MANAGEMENT GROUP
a DAVEY company
3805 Wrightsville Avenue
Wilmington, NC 28403
(910) 452-0001

**Figure 2**
**Preliminary Wetland Sketch**

**THIS AGREEMENT** ("Agreement") is entered into this the _____ day of March, 2021, by and between the Brunswick County, a body politic of the State of North Carolina ("County") and Gregory A. Potter, owner of real property situate in Brunswick County and subject to certain tax and assessment powers of the County ("Taxpayer").

**RECITALS**:

A. Taxpayer is the owner of that certain real property located on North Carolina State Highway 87 in the Boiling Spring Lakes Township, County of Brunswick, North Carolina identified as tax parcel 1410000213 consisting of approximately 4.81 acres of undeveloped land and further identified as Lot 71, Section 25-W, West Boiling Spring Lakes Timber Tracts and Ranches("Property").

B. On or about 2014 the County imposed a sewer assessment on the Property in the amount of $21,662.00 based on the 4.81 acres ("Assessment").

C. Taxpayers object to the assessment on the basis that according to attached wetlands assessment by Land Management Group, 100% (one hundred percent) of the Property is comprised of wetlands (the "Wetlands") and 0% of the Property is comprised of uplands (the "Uplands"). As such 100% of the Property is not currently subject to development. Further, no portion of the property would benefit by the sewer project ("Objection").

D. Based on the Objection, the County has agreed that Taxpayers should not be required to pay the total Assessment and should not become due and payable unless and until the Wetlands portion of the Property is permitted for development, in accordance with the terms of this Agreement.

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

1. All assessments previously paid by the taxpayers shall be remitted back to said taxpayers.

2. The Assessment in the amount of $21,662.00 and Interest in the amount of $3,037.60 will be held in abeyance without interest until a development permit is issued for any part or portion of the Wetlands, with the part of portion of the Wetlands Assessment becoming so due and payable bearing the same percentage to the total Wetlands Assessment as the area encompassed within the development permit bears to the total overall Wetlands. No interest shall accrue on the Wetlands Assessment during the time it is held in abeyance.

3. Any and all interest, fees or other charges related to the Assessment as of the date of this Agreement are waived.

4. Nothing herein shall impose personal liability on Taxpayer for the Assessments, the same solely being an in rem charge against the Property.

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

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

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

COUNTY OF BRUNSWICK

_____
By:_____
Date:_____

TAXPAYER:

_____
Gregory A. Potter

STATE OF NORTH CAROLINA

COUNTY OF _____

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

Date:_____

_____
Notary Public
Printed Name:_____

My Commission Expires: _____ [Notarial Stamp or Seal]

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that Gregory A. Potter personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein.

Date: _____

_____
Notary Public
Printed/Typed Name of Notary:_____

My Commission Expires: _____

[Notarial Stamp or Seal]

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 6.**
Finance - Fiscal Items

**From:**
Julie A. Miller

**Issue/Action Requested:**
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

**-HAVA Subgrant Amendment**
Request Board of Commissioner approval of HAVA Subgrant Agreement as amended by the NC State Board of Elections. Awards were calculated based upon economic tiers defined by the North Carolina Department of Commerce and the number of registered voters; similar to the criteria used by the General Assembly to award CARES Act funds. Initial award was approved at the 8/3/20 board meeting with an appropriation of the minimum amount of $10,000. Appropriation of an additional $135,025 is needed based on percentage of voter registration for a grand total of $145,025. Grant funds support eligible costs to improve the administration of the federal elections as authorized under HAVA Title I, Section 101. Budget period is 7/1/20-6/30/21.

**-LIEAP Additional Funding Budget Amendment**
Appropriate $35,000 of additional Federal (LIEAP) Low Income Energy Assistance Program funding and $232,438 of Federal Pandemic LIEAP funding as allocated by the Department of Health and Human Services to Brunswick County for use in the LIEAP Program.

**-Airport Grant 36237.45.18.1 Budget Amendment and CPO**
Closeout airport grant 36237.45.18.1 and reduce federal revenues $13,109 and return local matching funds of $1,458 to the county capital reserve undesignated.

**-Financial Statements for February 2021 (unaudited)**
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at http://brunswickcountync.gov/finance/reports

**Background/Purpose of Request:**

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

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

**ATTACHMENTS:**

Description

- 20210315 Attach - Brunswick Amended HAVA Notice
- 20210315 Attach -Letter to accompany HAVA 2020 Grants FINAL
- 20210315 Attach - HAVA FAQs - Permissible and Impermissible Expenditures
- 20210315 Budget Amendment HAVA Subagreement Amendment BOE
- 20210315 Budget Amendment LIEAP Additonal Funding.pdf
- 20210315 Attach LIEAP-#2 reallocation - SFY-2020-21.pdf
- 20210315 Attach Pandemic-LIEAP-SFY-21.pdf
- 20210315 Budget Amendment Airport Grant 36237.45.18.1 Closeout.pdf
- 20210315 CPO Airport Grants.pdf
- February Monthly Financial Statements.pdf

# NOTICE OF SUBGRANT -2020 HAVA Funds - NC
# Amended February 2, 2021

| | |
|---|---|
| Subgrantee: | *Brunswick County Board of Elections* |
| CFDA Number: 90.404<br>Agreement Number:<br>NC20101001-010 | Budget Period: 7/1/2020 – 6/30/2021 |

**Funds Description**

This obligation of funds constitutes the Subgrantee's share, as authorized under Session Law 2020-17, Sec. 11.2(a), of $11,677,441 of federal and $2,335,488 of state matching funds awarded under Election Security Grants in the federal Consolidated Appropriations Act of 2020 to improve the administration of federal elections.

**Funding Information**

| **Description** | **Amount** |
|---|---|
| Allocated funding based on percentage of voter registration within Department of Commerce Tier as of 1/9/ 2021 | $145,025 |
| Reimbursements as of 1/27/2021 | $0 |
| Remaining Balance of Allocation after reimbursements paid as of 1/27/2021 | $145,025 |

**Permissible Uses**

Reimbursement-eligible expenditures are those incurred to improve the administration of federal elections, as authorized under HAVA Title I, Section 101, including:

- Improving the administration of elections for Federal office, including to enhance election technology and make election security improvements
- Educating voters concerning voting procedures, voting rights, and voting technology.
- Training election officials, poll workers, and election volunteers.
- Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes.
- Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language.
- Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.
- Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during 2020 federal elections.

**Grant Administration**

Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).

NORTH CAROLINA
STATE BOARD OF ELECTIONS

*Mailing Address:*
P.O. Box 27255,
Raleigh, NC 27611

(919) 814-0700 or
(866) 522-4723

*Fax:* (919) 715-0135

TO: County Boards of Election
RE: Considerations for Expending 2020 Help America Vote Act (HAVA) Grant Funds
DATE: January 29, 2021

Session Law 2020-17 designated $9,616,929 in nonrecurring funds to county boards of elections and entitled each county a minimum of $10,000 and no more than $250,000. The General Assembly further stipulated that in reimbursement of these funds, counties must certify that HAVA funds will not be used to supplant county funds. Use of the funds must adhere to the categories and permissible purposes established by the U.S. Elections Assistance Commission and the federal standards set by the Congressional grant authorization.

While we considered an application process to receive additional funds above $10,000 (not to exceed $250,000), we were concerned that this would not be a fair and equitable decision-making process and would limit a county's ability to address its specific needs. Similar to the criteria used by the General Assembly to award CARES Act funds, we have calculated each county's award based upon economic tiers defined by the North Carolina Department of Commerce and the number of registered voters. Through this formulary, we aim to give the decision making to you directly since you know your county's needs best. The session law appropriating these funds requires the counties to seek reimbursement from the State Board for eligible expenses. The attached FAQ document explains the reimbursement process, which is the same as CARES Act reimbursement processes.

As you determine the needs of your county, please be mindful that at present time no additional funds have been authorized by Congress or the General Assembly. This means it is important to prioritize and effectively address multiple needs. While many counties may consider voting equipment to be a top priority, the designation of elections as critical infrastructure means it is also our duty to place even greater emphasis on both physical and cyber security than ever before. Please review any assessments conducted by the Department of Homeland Security or the National Guard and consider applying HAVA funds to remedy identified issues or areas of concern. Ideally, counties have designated capital funds to purchase voting equipment since there has been no federal or state commitment of funds for this purpose since the initial statewide procurement in 2006. Bottomline – please spend your funds wisely as we are not guaranteed additional funds in the near future.

Please carefully review the additional documents provided with this letter. If you have questions or concerns, please reach out to Amy Strange, COO; Neil Baddour, Voting Systems Certification Manager; or me.

Thank you for all you do,

Karen Brinson Bell
Executive Director

1. Would it be permissible to purchase an "emergency kit" that contained generators, power boxes, cords, led lights and other items to keep polling locations operational during a federal election? They would become necessary in the event of a cyber-attack that damaged the power grid.

   Yes.

2. To make election security improvements it would be more beneficial and cost effective for some of our counties if they could purchase entirely new buildings. Could HAVA funding be used for this so long as the county matches or exceeds the federal funding?

   No.

   HAVA funds could be used to pay for elections-specific security components that would be part of the new building, such as a security camera system.

3. The county wants to move the Elections office. The place they have in mind will need extensive work to allow for all of the equipment with outside loading area to move machines, set up area for supplies and tailor for the needs of Election Administration. How much of the HAVA funds would be available to us to help improve this project. Would this even be a project we could count on?

   HAVA funds could not be used to install a loading dock or build a supply room.

   HAVA funds could be used to pay for elections-specific security components that would be part of the new location. This might include security systems for elections storage rooms where equipment is stored, and the electrical work necessary to install the system.

4. In the same area as establishing toll-free telephone hotlines could a chat bot be set up by the counites? This is when voters could just text their questions in and they would receive automated responses. This can be done it multiple languages and updated over time based on the questions the chat bot is receiving.

   Yes.

5. I believe this would fall under educating voters concerning voting procedures, voting rights, and voting technology but would purchasing social media ads be permissible so long as they contained educational material? In that same vein, would hosting virtual town halls and using the funding to purchase cameras and a platform be permissible? I think this was the case with CARES but I feel some who missed out may want to try doing this now.

   Yes.

6. Can funds be used to purchase "Stand alone" internet connectivity – cameras for live streaming of meetings, trainings, etc.

   Yes.

7. Is it permissible to install glass barriers, push button entry, more security cameras, etc. with HAVA funds?

Yes. If the security items are installed in areas commonly used by other county agencies, only the cost of the work done in the elections area can be paid for with HAVA funds

8. Can this money go to recurring expenses such as security (that requires a monthly fee)?
   The answer depends on the expense. If, for example, the elections board installs security cameras in the elections area, and recurring fees are required to store and access the video feeds, then HAVA funds can be used.

9. Can HAVA funds be used for a curbside wireless bell notification systems – where the potential curbside voter can push a button or drive over a sensor, wirelessly alerting the poll workers of their presence?
   Yes.
10. Regarding a hotline – Can the funds be used to pay costs from our phone vendor to set up the hotline or a phone bank that is physically staffed?
    Yes.
11. Can HAVA funds be used to purchase a DS450?
    Yes.
12. Can HAVA funds be used to purchase a second (backup) ElectionWare system?
    Yes.
13. Can HAVA funds be used to purchase dollies for Balotar printers?
    Yes.
14. Can HAVA funds be used to purchase MiFi jetpacks?
    Yes.
15. Can HAVA funds be used to purchase power strips and extension cords?
    Yes.
16. Can HAVA funds be used to purchase letter opener machines?
    Yes.
17. Can HAVA funds be used to purchase walkie talkie radios for curbside voting at One-Stop sites?
    Yes.
18. Can HAVA funds be used to purchase canopy tents for curbside voting at One-Stop sites?
    Yes.
19. Can HAVA funds be used to purchase tabletop voting booths for provisional voting?
    Yes.
20. Can HAVA funds be used to purchase generators?
    Yes.
21. Can HAVA funds be used to purchase extra blue bins for DS200s?
    Yes.
22. Can HAVA funds be used to purchase 8gb USB sticks for DS200s?
    Yes.
23. Can HAVA funds be used to purchase a ballot-on-demand system?
    Yes.

24. Can HAVA funds be used to purchase paper-folding machines?
    Yes.
25. Can HAVA funds be used to purchase an alarm system?
    Yes.
26. Will there have to be a security assessment done by the SBE to determine which security issues on the report need to be done and which ones don't?
    No.
27. What will the counties be required to do as far as security measures first with the HAVA funds before using it for other things. Who will make the determination on those security features that need to be done and who will see that they actually do them?
    County boards of elections are ultimately responsible for determining which HAVA-eligible expenditures to make with their county HAVA funds. Counties report their expenditures, with receipts, to the State when invoicing for reimbursement. Reports of all expenditures made by the State and county boards are reported to the U.S. Election Assistance Commission.

| Request Info | |
|---|---|
| **Type** | Budget Amendment |
| **Description** | HAVA Sugagreement Amendment |
| **Justification** | Board Meeting 03/15/2021 - Appropriate $135,025 in federal revenues for the HAVA Subagreement as amended by the NC State Board of Elections. Awards were calculated based upon economic tiers defined by the North Carolina Department of Commerce and the number of registered voters; similar to the criteria used by the General Assembly to award CARES Act funds. Initial award was approved at the 8/3/20 board meeting with an appropriation of the minimum amount of $10,000. Appropriation of an additional $135,025 is needed based on percentage of voter registration for a grand total of $145,025. Grant funds support eligible costs to improve the administration of the federal elections as authorized under HAVA Title I, Section 101. Budget period is 7/1/20-6/30/21. |
| **Originator** | CHRISTINA KENNEDY |

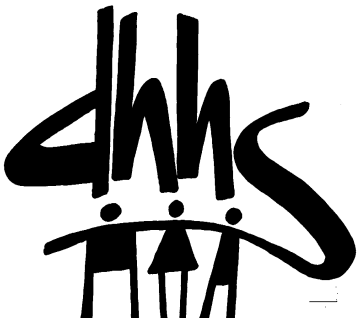
| Items | | | | | | |
|---|---|---|---|---|---|---|
| Department | Object | Dept Desc | Object Desc | Amount | Incr/Decr | Dr/Cr |
| 104170 | 331000 | Board Of Elections | Federal Revenues | 135025 | Increase | Credit |
| 104170 | 412600 | Board Of Elections | Salary and Wages-Temp/Part | 31550 | Increase | Debit |
| 104170 | 465500 | Board Of Elections | Grant Subsidy | 103475 | Increase | Debit |

| Total | |
|---|---|
| **Grand Total:** | 270050 |

| Request Info | |
|---|---|
| **Type** | Budget Amendment |
| **Description** | LIEAP Additional Funding |
| **Justification** | Board Meeting 03/15/2021-Appropriate $35,000 of additional Federal (LIEAP)Low Income Energy Assistance Program funding and $232,438 of Federal Pandemic LIEAP funding as allocated by the Department of Health and Human Services to Brunswick County for use in the LIEAP Program. |
| **Originator** | Tiffany Rogers |

| Items | | | | | | |
|---|---|---|---|---|---|---|
| Department | Object | Dept Desc | Object Desc | Amount | Incr/Decr | Dr/Cr |
| 145310 | 331033 | DSS-Administration | LIEAP-Low/Income Energy Asst | 232438 | Increase | Credit |
| 145310 | 331033 | DSS-Administration | LIEAP-Low/Income Energy Asst | 35000 | Increase | Credit |
| 145310 | 449906 | DSS-Administration | DSS LIEAP | 267438 | Increase | Debit |

| Total | |
|---|---|
| **Grand Total:** | 534876 |



## DIVISION OF SOCIAL SERVICES

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

**FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds**
**EFFECTIVE DATE: 12/01/2020**
**AUTHORIZATION NUMBER: 2**

**ALLOCATION PERIOD**
**FROM DECEMBER 2020 THRU MAY 2021 SERVICE MONTHS**
**FROM JANUARY 2021 THRU JUNE 2021 PAYMENT MONTHS**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| Co. No. | COUNTY | Federal | Total | Federal | Total | Federal | Total |
| 01 | ALAMANCE | 641,479.00 | 641,479.00 | 0.00 | 0.00 | 641,479.00 | 641,479.00 |
| 02 | ALEXANDER | 123,955.00 | 123,955.00 | 0.00 | 0.00 | 123,955.00 | 123,955.00 |
| 03 | ALLEGHANY | 51,776.00 | 51,776.00 | 5,000.00 | 5,000.00 | 56,776.00 | 56,776.00 |
| 04 | ANSON | 160,981.00 | 160,981.00 | 75,000.00 | 75,000.00 | 235,981.00 | 235,981.00 |
| 05 | ASHE | 121,815.00 | 121,815.00 | 20,000.00 | 20,000.00 | 141,815.00 | 141,815.00 |
| 06 | AVERY | 64,311.00 | 64,311.00 | 0.00 | 0.00 | 64,311.00 | 64,311.00 |
| 07 | BEAUFORT | 260,101.00 | 260,101.00 | 10,000.00 | 10,000.00 | 270,101.00 | 270,101.00 |
| 08 | BERTIE | 139,292.00 | 139,292.00 | 25,000.00 | 25,000.00 | 164,292.00 | 164,292.00 |
| 09 | BLADEN | 247,662.00 | 247,662.00 | 0.00 | 0.00 | 247,662.00 | 247,662.00 |
| 10 | BRUNSWICK | 413,950.00 | 413,950.00 | 35,000.00 | 35,000.00 | 448,950.00 | 448,950.00 |
| 11 | BUNCOMBE | 861,528.00 | 861,528.00 | 0.00 | 0.00 | 861,528.00 | 861,528.00 |
| 12 | BURKE | 349,827.00 | 349,827.00 | 0.00 | 0.00 | 349,827.00 | 349,827.00 |
| 13 | CABARRUS | 557,053.00 | 557,053.00 | 0.00 | 0.00 | 557,053.00 | 557,053.00 |
| 14 | CALDWELL | 363,956.00 | 363,956.00 | 0.00 | 0.00 | 363,956.00 | 363,956.00 |
| 15 | CAMDEN | 24,153.00 | 24,153.00 | 0.00 | 0.00 | 24,153.00 | 24,153.00 |
| 16 | CARTERET | 203,817.00 | 203,817.00 | 0.00 | 0.00 | 203,817.00 | 203,817.00 |
| 17 | CASWELL | 116,954.00 | 116,954.00 | 5,000.00 | 5,000.00 | 121,954.00 | 121,954.00 |
| 18 | CATAWBA | 586,619.00 | 586,619.00 | -87,500.00 | -87,500.00 | 499,119.00 | 499,119.00 |
| 19 | CHATHAM | 172,019.00 | 172,019.00 | 0.00 | 0.00 | 172,019.00 | 172,019.00 |
| 20 | CHEROKEE | 140,122.00 | 140,122.00 | -28,000.00 | -28,000.00 | 112,122.00 | 112,122.00 |
| 21 | CHOWAN | 76,677.00 | 76,677.00 | 0.00 | 0.00 | 76,677.00 | 76,677.00 |
| 22 | CLAY | 46,666.00 | 46,666.00 | 0.00 | 0.00 | 46,666.00 | 46,666.00 |
| 23 | CLEVELAND | 560,129.00 | 560,129.00 | -35,000.00 | -35,000.00 | 525,129.00 | 525,129.00 |
| 24 | COLUMBUS | 364,662.00 | 364,662.00 | 0.00 | 0.00 | 364,662.00 | 364,662.00 |
| 25 | CRAVEN | 403,814.00 | 403,814.00 | 0.00 | 0.00 | 403,814.00 | 403,814.00 |
| 26 | CUMBERLAND | 1,753,158.00 | 1,753,158.00 | 0.00 | 0.00 | 1,753,158.00 | 1,753,158.00 |
| 27 | CURRITUCK | 62,348.00 | 62,348.00 | 0.00 | 0.00 | 62,348.00 | 62,348.00 |
| 28 | DARE | 79,988.00 | 79,988.00 | 0.00 | 0.00 | 79,988.00 | 79,988.00 |
| 29 | DAVIDSON | 704,053.00 | 704,053.00 | -35,000.00 | -35,000.00 | 669,053.00 | 669,053.00 |
| 30 | DAVIE | 126,730.00 | 126,730.00 | 0.00 | 0.00 | 126,730.00 | 126,730.00 |
| 31 | DUPLIN | 290,841.00 | 290,841.00 | 0.00 | 0.00 | 290,841.00 | 290,841.00 |
| 32 | DURHAM | 1,152,408.00 | 1,152,408.00 | 0.00 | 0.00 | 1,152,408.00 | 1,152,408.00 |
| 33 | EDGECOMBE | 396,528.00 | 396,528.00 | 0.00 | 0.00 | 396,528.00 | 396,528.00 |
| 34 | FORSYTH | 1,601,308.00 | 1,601,308.00 | 0.00 | 0.00 | 1,601,308.00 | 1,601,308.00 |
| 35 | FRANKLIN | 245,764.00 | 245,764.00 | 0.00 | 0.00 | 245,764.00 | 245,764.00 |
| 36 | GASTON | 950,035.00 | 950,035.00 | 0.00 | 0.00 | 950,035.00 | 950,035.00 |
| 37 | GATES | 49,363.00 | 49,363.00 | 0.00 | 0.00 | 49,363.00 | 49,363.00 |
| 38 | GRAHAM | 41,352.00 | 41,352.00 | 0.00 | 0.00 | 41,352.00 | 41,352.00 |
| 39 | GRANVILLE | 208,050.00 | 208,050.00 | 0.00 | 0.00 | 208,050.00 | 208,050.00 |
| 40 | GREENE | 119,662.00 | 119,662.00 | 0.00 | 0.00 | 119,662.00 | 119,662.00 |
| 41 | GUILFORD | 2,376,185.00 | 2,376,185.00 | 0.00 | 0.00 | 2,376,185.00 | 2,376,185.00 |
| 42 | HALIFAX | 383,613.00 | 383,613.00 | 100,000.00 | 100,000.00 | 483,613.00 | 483,613.00 |
| 43 | HARNETT | 523,449.00 | 523,449.00 | -17,500.00 | -17,500.00 | 505,949.00 | 505,949.00 |
| 44 | HAYWOOD | 238,010.00 | 238,010.00 | 0.00 | 0.00 | 238,010.00 | 238,010.00 |
| 45 | HENDERSON | 303,467.00 | 303,467.00 | 0.00 | 0.00 | 303,467.00 | 303,467.00 |
| 46 | HERTFORD | 162,326.00 | 162,326.00 | 60,000.00 | 60,000.00 | 222,326.00 | 222,326.00 |
| 47 | HOKE | 272,095.00 | 272,095.00 | 0.00 | 0.00 | 272,095.00 | 272,095.00 |

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

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| | COUNTY | Federal | Total | Federal | Total | Federal | **Total** |
| 48 | HYDE | 27,415.00 | 27,415.00 | 15,000.00 | 15,000.00 | 42,415.00 | 42,415.00 |
| 49 | IREDELL | 409,155.00 | 409,155.00 | 0.00 | 0.00 | 409,155.00 | 409,155.00 |
| 50 | JACKSON | 156,359.00 | 156,359.00 | 0.00 | 0.00 | 156,359.00 | 156,359.00 |
| 51 | JOHNSTON | 686,453.00 | 686,453.00 | 0.00 | 0.00 | 686,453.00 | 686,453.00 |
| 52 | JONES | 53,902.00 | 53,902.00 | 2,500.00 | 2,500.00 | 56,402.00 | 56,402.00 |
| 53 | LEE | 271,229.00 | 271,229.00 | -64,574.00 | -64,574.00 | 206,655.00 | 206,655.00 |
| 54 | LENOIR | 378,958.00 | 378,958.00 | 0.00 | 0.00 | 378,958.00 | 378,958.00 |
| 55 | LINCOLN | 257,634.00 | 257,634.00 | 0.00 | 0.00 | 257,634.00 | 257,634.00 |
| 56 | MACON | 145,356.00 | 145,356.00 | 0.00 | 0.00 | 145,356.00 | 145,356.00 |
| 57 | MADISON | 92,874.00 | 92,874.00 | 0.00 | 0.00 | 92,874.00 | 92,874.00 |
| 58 | MARTIN | 140,946.00 | 140,946.00 | 0.00 | 0.00 | 140,946.00 | 140,946.00 |
| 59 | MCDOWELL | 214,415.00 | 214,415.00 | 0.00 | 0.00 | 214,415.00 | 214,415.00 |
| 60 | MECKLENBURG | 3,481,190.00 | 3,481,190.00 | 0.00 | 0.00 | 3,481,190.00 | 3,481,190.00 |
| 61 | MITCHELL | 66,467.00 | 66,467.00 | 0.00 | 0.00 | 66,467.00 | 66,467.00 |
| 62 | MONTGOMERY | 120,203.00 | 120,203.00 | 0.00 | 0.00 | 120,203.00 | 120,203.00 |
| 63 | MOORE | 289,235.00 | 289,235.00 | 0.00 | 0.00 | 289,235.00 | 289,235.00 |
| 64 | NASH | 413,882.00 | 413,882.00 | 0.00 | 0.00 | 413,882.00 | 413,882.00 |
| 65 | NEW HANOVER | 869,811.00 | 869,811.00 | 0.00 | 0.00 | 869,811.00 | 869,811.00 |
| 66 | NORTHAMPTON | 138,101.00 | 138,101.00 | 0.00 | 0.00 | 138,101.00 | 138,101.00 |
| 67 | ONSLOW | 668,981.00 | 668,981.00 | 0.00 | 0.00 | 668,981.00 | 668,981.00 |
| 68 | ORANGE | 399,046.00 | 399,046.00 | 0.00 | 0.00 | 399,046.00 | 399,046.00 |
| 69 | PAMLICO | 54,497.00 | 54,497.00 | 0.00 | 0.00 | 54,497.00 | 54,497.00 |
| 70 | PASQUOTANK | 207,557.00 | 207,557.00 | 0.00 | 0.00 | 207,557.00 | 207,557.00 |
| 71 | PENDER | 234,830.00 | 234,830.00 | 10,000.00 | 10,000.00 | 244,830.00 | 244,830.00 |
| 72 | PERQUIMANS | 62,579.00 | 62,579.00 | 0.00 | 0.00 | 62,579.00 | 62,579.00 |
| 73 | PERSON | 181,794.00 | 181,794.00 | -7,000.00 | -7,000.00 | 174,794.00 | 174,794.00 |
| 74 | PITT | 1,015,678.00 | 1,015,678.00 | 0.00 | 0.00 | 1,015,678.00 | 1,015,678.00 |
| 75 | POLK | 62,944.00 | 62,944.00 | 0.00 | 0.00 | 62,944.00 | 62,944.00 |
| 76 | RANDOLPH | 569,083.00 | 569,083.00 | 0.00 | 0.00 | 569,083.00 | 569,083.00 |
| 77 | RICHMOND | 321,891.00 | 321,891.00 | 0.00 | 0.00 | 321,891.00 | 321,891.00 |
| 78 | ROBESON | 1,000,594.00 | 1,000,594.00 | 0.00 | 0.00 | 1,000,594.00 | 1,000,594.00 |
| 79 | ROCKINGHAM | 452,924.00 | 452,924.00 | 0.00 | 0.00 | 452,924.00 | 452,924.00 |
| 80 | ROWAN | 613,769.00 | 613,769.00 | 0.00 | 0.00 | 613,769.00 | 613,769.00 |
| 81 | RUTHERFORD | 345,991.00 | 345,991.00 | -2,100.00 | -2,100.00 | 343,891.00 | 343,891.00 |
| 82 | SAMPSON | 371,669.00 | 371,669.00 | 195,000.00 | 195,000.00 | 566,669.00 | 566,669.00 |
| 83 | SCOTLAND | 270,038.00 | 270,038.00 | 0.00 | 0.00 | 270,038.00 | 270,038.00 |
| 84 | STANLY | 227,121.00 | 227,121.00 | 13,711.00 | 13,711.00 | 240,832.00 | 240,832.00 |
| 85 | STOKES | 158,059.00 | 158,059.00 | 0.00 | 0.00 | 158,059.00 | 158,059.00 |
| 86 | SURRY | 333,893.00 | 333,893.00 | 0.00 | 0.00 | 333,893.00 | 333,893.00 |
| 87 | SWAIN | 58,381.00 | 58,381.00 | 0.00 | 0.00 | 58,381.00 | 58,381.00 |
| 88 | TRANSYLVANIA | 118,166.00 | 118,166.00 | 0.00 | 0.00 | 118,166.00 | 118,166.00 |
| 89 | TYRRELL | 24,326.00 | 24,326.00 | 0.00 | 0.00 | 24,326.00 | 24,326.00 |
| 90 | UNION | 485,737.00 | 485,737.00 | -70,000.00 | -70,000.00 | 415,737.00 | 415,737.00 |
| 91 | VANCE | 348,266.00 | 348,266.00 | 0.00 | 0.00 | 348,266.00 | 348,266.00 |
| 92 | WAKE | 2,277,138.00 | 2,277,138.00 | -213,214.00 | -213,214.00 | 2,063,924.00 | 2,063,924.00 |
| 93 | WARREN | 120,156.00 | 120,156.00 | 15,000.00 | 15,000.00 | 135,156.00 | 135,156.00 |
| 94 | WASHINGTON | 81,581.00 | 81,581.00 | 70,000.00 | 70,000.00 | 151,581.00 | 151,581.00 |
| 95 | WATAUGA | 191,545.00 | 191,545.00 | -48,823.00 | -48,823.00 | 142,722.00 | 142,722.00 |
| 96 | WAYNE | 688,142.00 | 688,142.00 | 0.00 | 0.00 | 688,142.00 | 688,142.00 |
| 97 | WILKES | 349,151.00 | 349,151.00 | 0.00 | 0.00 | 349,151.00 | 349,151.00 |
| 98 | WILSON | 475,542.00 | 475,542.00 | -52,500.00 | -52,500.00 | 423,042.00 | 423,042.00 |
| 99 | YADKIN | 131,684.00 | 131,684.00 | 0.00 | 0.00 | 131,684.00 | 131,684.00 |
| 100 | YANCEY | 88,249.00 | 88,249.00 | 5,000.00 | 5,000.00 | 93,249.00 | 93,249.00 |
| 150 | Jackson Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 187 | Swain Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total | $ 40,298,638.00 | $ 40,298,638.00 | $ - | $ - | $ 40,298,638.00 | $ 40,298,638.00 |

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

**FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant**
**CFDA Number: 93.568**
**CFDA Name: Low-Income Home Energy Assistance**
**Award Name: Low-Income Home Energy Assistance**
**Award Number: G20B1NCLIEA & G21B1NCLIEA**
**Award Date: FFY 2020 & 2021**
**Federal Agency: DHHS/ACF**

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

**This allocation represents the entire amount as designated in Session Law.**

**These funds cannot be spent until after December 1, 2020.**

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

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

**AUTHORIZED SIGNATURE** **DATE:**

**February 2, 2021**



## DIVISION OF SOCIAL SERVICES

**Low-Income Home Energy Assistance (LIEAP) - Pandemic LIEAP**

**FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds**
**EFFECTIVE DATE: 12/01/2020**
**AUTHORIZATION NUMBER: Pandemic LIEAP**

**ALLOCATION PERIOD**
**FROM DECEMBER 2020 THRU MAY 2021 SERVICE MONTHS**
**FROM JANUARY 2021 THRU JUNE 2021 PAYMENT MONTHS**

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| Co. No. | COUNTY | Federal | Total | Federal | Total | Federal | Total |
| 01 | ALAMANCE | 253,295.67 | 253,295.67 | 0.00 | 0.00 | 253,295.67 | 253,295.67 |
| 02 | ALEXANDER | 66,485.22 | 66,485.22 | 0.00 | 0.00 | 66,485.22 | 66,485.22 |
| 03 | ALLEGHANY | 38,066.05 | 38,066.05 | 0.00 | 0.00 | 38,066.05 | 38,066.05 |
| 04 | ANSON | 154,871.46 | 154,871.46 | 0.00 | 0.00 | 154,871.46 | 154,871.46 |
| 05 | ASHE | 101,292.19 | 101,292.19 | 0.00 | 0.00 | 101,292.19 | 101,292.19 |
| 06 | AVERY | 68,571.04 | 68,571.04 | 0.00 | 0.00 | 68,571.04 | 68,571.04 |
| 07 | BEAUFORT | 212,491.99 | 212,491.99 | 0.00 | 0.00 | 212,491.99 | 212,491.99 |
| 08 | BERTIE | 152,785.65 | 152,785.65 | 0.00 | 0.00 | 152,785.65 | 152,785.65 |
| 09 | BLADEN | 156,566.18 | 156,566.18 | 0.00 | 0.00 | 156,566.18 | 156,566.18 |
| 10 | BRUNSWICK | 232,437.56 | 232,437.56 | 0.00 | 0.00 | 232,437.56 | 232,437.56 |
| 11 | BUNCOMBE | 433,066.50 | 433,066.50 | 0.00 | 0.00 | 433,066.50 | 433,066.50 |
| 12 | BURKE | 183,812.09 | 183,812.09 | 0.00 | 0.00 | 183,812.09 | 183,812.09 |
| 13 | CABARRUS | 231,655.38 | 231,655.38 | 0.00 | 0.00 | 231,655.38 | 231,655.38 |
| 14 | CALDWELL | 167,647.06 | 167,647.06 | 0.00 | 0.00 | 167,647.06 | 167,647.06 |
| 15 | CAMDEN | 12,384.50 | 12,384.50 | 0.00 | 0.00 | 12,384.50 | 12,384.50 |
| 16 | CARTERET | 150,048.03 | 150,048.03 | 0.00 | 0.00 | 150,048.03 | 150,048.03 |
| 17 | CASWELL | 102,074.37 | 102,074.37 | 0.00 | 0.00 | 102,074.37 | 102,074.37 |
| 18 | CATAWBA | 154,219.65 | 154,219.65 | 0.00 | 0.00 | 154,219.65 | 154,219.65 |
| 19 | CHATHAM | 107,288.90 | 107,288.90 | 0.00 | 0.00 | 107,288.90 | 107,288.90 |
| 20 | CHEROKEE | 99,076.02 | 99,076.02 | 0.00 | 0.00 | 99,076.02 | 99,076.02 |
| 21 | CHOWAN | 78,217.91 | 78,217.91 | 0.00 | 0.00 | 78,217.91 | 78,217.91 |
| 22 | CLAY | 47,061.11 | 47,061.11 | 0.00 | 0.00 | 47,061.11 | 47,061.11 |
| 23 | CLEVELAND | 261,899.64 | 261,899.64 | 0.00 | 0.00 | 261,899.64 | 261,899.64 |
| 24 | COLUMBUS | 198,803.86 | 198,803.86 | 0.00 | 0.00 | 198,803.86 | 198,803.86 |
| 25 | CRAVEN | 172,991.95 | 172,991.95 | 0.00 | 0.00 | 172,991.95 | 172,991.95 |
| 26 | CUMBERLAND | 695,357.23 | 695,357.23 | 0.00 | 0.00 | 695,357.23 | 695,357.23 |
| 27 | CURRITUCK | 23,595.74 | 23,595.74 | 0.00 | 0.00 | 23,595.74 | 23,595.74 |
| 28 | DARE | 34,937.33 | 34,937.33 | 0.00 | 0.00 | 34,937.33 | 34,937.33 |
| 29 | DAVIDSON | 308,178.57 | 308,178.57 | 0.00 | 0.00 | 308,178.57 | 308,178.57 |
| 30 | DAVIE | 65,703.05 | 65,703.05 | 0.00 | 0.00 | 65,703.05 | 65,703.05 |
| 31 | DUPLIN | 147,049.67 | 147,049.67 | 0.00 | 0.00 | 147,049.67 | 147,049.67 |
| 32 | DURHAM | 342,724.81 | 342,724.81 | 0.00 | 0.00 | 342,724.81 | 342,724.81 |
| 33 | EDGECOMBE | 261,899.64 | 261,899.64 | 0.00 | 0.00 | 261,899.64 | 261,899.64 |
| 34 | FORSYTH | 577,959.25 | 577,959.25 | 0.00 | 0.00 | 577,959.25 | 577,959.25 |
| 35 | FRANKLIN | 156,696.55 | 156,696.55 | 0.00 | 0.00 | 156,696.55 | 156,696.55 |
| 36 | GASTON | 336,988.83 | 336,988.83 | 0.00 | 0.00 | 336,988.83 | 336,988.83 |
| 37 | GATES | 37,023.14 | 37,023.14 | 0.00 | 0.00 | 37,023.14 | 37,023.14 |
| 38 | GRAHAM | 33,894.43 | 33,894.43 | 0.00 | 0.00 | 33,894.43 | 33,894.43 |
| 39 | GRANVILLE | 130,493.55 | 130,493.55 | 0.00 | 0.00 | 130,493.55 | 130,493.55 |
| 40 | GREENE | 79,651.91 | 79,651.91 | 0.00 | 0.00 | 79,651.91 | 79,651.91 |
| 41 | GUILFORD | 952,954.88 | 952,954.88 | 0.00 | 0.00 | 952,954.88 | 952,954.88 |
| 42 | HALIFAX | 428,112.70 | 428,112.70 | 0.00 | 0.00 | 428,112.70 | 428,112.70 |
| 43 | HARNETT | 211,970.54 | 211,970.54 | 0.00 | 0.00 | 211,970.54 | 211,970.54 |
| 44 | HAYWOOD | 140,792.24 | 140,792.24 | 0.00 | 0.00 | 140,792.24 | 140,792.24 |
| 45 | HENDERSON | 151,482.02 | 151,482.02 | 0.00 | 0.00 | 151,482.02 | 151,482.02 |
| 46 | HERTFORD | 157,218.00 | 157,218.00 | 0.00 | 0.00 | 157,218.00 | 157,218.00 |
| 47 | HOKE | 110,678.34 | 110,678.34 | 0.00 | 0.00 | 110,678.34 | 110,678.34 |

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

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---|---|---|---|---|---|---|---|
| | COUNTY | Federal | Total | Federal | Total | Federal | **Total** |
| 48 | HYDE | 32,460.43 | 32,460.43 | 0.00 | 0.00 | 32,460.43 | 32,460.43 |
| 49 | IREDELL | 147,310.40 | 147,310.40 | 0.00 | 0.00 | 147,310.40 | 147,310.40 |
| 50 | JACKSON | 93,600.77 | 93,600.77 | 0.00 | 0.00 | 93,600.77 | 93,600.77 |
| 51 | JOHNSTON | 275,327.05 | 275,327.05 | 0.00 | 0.00 | 275,327.05 | 275,327.05 |
| 52 | JONES | 63,747.60 | 63,747.60 | 0.00 | 0.00 | 63,747.60 | 63,747.60 |
| 53 | LEE | 97,511.66 | 97,511.66 | 0.00 | 0.00 | 97,511.66 | 97,511.66 |
| 54 | LENOIR | 213,925.99 | 213,925.99 | 0.00 | 0.00 | 213,925.99 | 213,925.99 |
| 55 | LINCOLN | 129,059.55 | 129,059.55 | 0.00 | 0.00 | 129,059.55 | 129,059.55 |
| 56 | MACON | 81,737.72 | 81,737.72 | 0.00 | 0.00 | 81,737.72 | 81,737.72 |
| 57 | MADISON | 82,128.81 | 82,128.81 | 0.00 | 0.00 | 82,128.81 | 82,128.81 |
| 58 | MARTIN | 111,199.80 | 111,199.80 | 0.00 | 0.00 | 111,199.80 | 111,199.80 |
| 59 | MCDOWELL | 144,833.50 | 144,833.50 | 0.00 | 0.00 | 144,833.50 | 144,833.50 |
| 60 | MECKLENBURG | 1,087,751.64 | 1,087,751.64 | 0.00 | 0.00 | 1,087,751.64 | 1,087,751.64 |
| 61 | MITCHELL | 51,493.46 | 51,493.46 | 0.00 | 0.00 | 51,493.46 | 51,493.46 |
| 62 | MONTGOMERY | 65,572.68 | 65,572.68 | 0.00 | 0.00 | 65,572.68 | 65,572.68 |
| 63 | MOORE | 127,755.92 | 127,755.92 | 0.00 | 0.00 | 127,755.92 | 127,755.92 |
| 64 | NASH | 271,807.24 | 271,807.24 | 0.00 | 0.00 | 271,807.24 | 271,807.24 |
| 65 | NEW HANOVER | 335,815.56 | 335,815.56 | 0.00 | 0.00 | 335,815.56 | 335,815.56 |
| 66 | NORTHAMPTON | 122,802.12 | 122,802.12 | 0.00 | 0.00 | 122,802.12 | 122,802.12 |
| 67 | ONSLOW | 216,782.67 | 216,782.67 | 0.00 | 0.00 | 216,782.67 | 216,782.67 |
| 68 | ORANGE | 203,236.20 | 203,236.20 | 0.00 | 0.00 | 203,236.20 | 203,236.20 |
| 69 | PAMLICO | 38,848.23 | 38,848.23 | 0.00 | 0.00 | 38,848.23 | 38,848.23 |
| 70 | PASQUOTANK | 106,767.45 | 106,767.45 | 0.00 | 0.00 | 106,767.45 | 106,767.45 |
| 71 | PENDER | 126,713.02 | 126,713.02 | 0.00 | 0.00 | 126,713.02 | 126,713.02 |
| 72 | PERQUIMANS | 59,315.25 | 59,315.25 | 0.00 | 0.00 | 59,315.25 | 59,315.25 |
| 73 | PERSON | 108,462.17 | 108,462.17 | 0.00 | 0.00 | 108,462.17 | 108,462.17 |
| 74 | PITT | 470,611.10 | 470,611.10 | 0.00 | 0.00 | 470,611.10 | 470,611.10 |
| 75 | POLK | 39,239.32 | 39,239.32 | 0.00 | 0.00 | 39,239.32 | 39,239.32 |
| 76 | RANDOLPH | 234,914.46 | 234,914.46 | 0.00 | 0.00 | 234,914.46 | 234,914.46 |
| 77 | RICHMOND | 222,660.32 | 222,660.32 | 0.00 | 0.00 | 222,660.32 | 222,660.32 |
| 78 | ROBESON | 443,625.92 | 443,625.92 | 0.00 | 0.00 | 443,625.92 | 443,625.92 |
| 79 | ROCKINGHAM | 257,336.93 | 257,336.93 | 0.00 | 0.00 | 257,336.93 | 257,336.93 |
| 80 | ROWAN | 223,442.50 | 223,442.50 | 0.00 | 0.00 | 223,442.50 | 223,442.50 |
| 81 | RUTHERFORD | 175,859.94 | 175,859.94 | 0.00 | 0.00 | 175,859.94 | 175,859.94 |
| 82 | SAMPSON | 245,343.51 | 245,343.51 | 0.00 | 0.00 | 245,343.51 | 245,343.51 |
| 83 | SCOTLAND | 151,090.93 | 151,090.93 | 0.00 | 0.00 | 151,090.93 | 151,090.93 |
| 84 | STANLY | 114,589.24 | 114,589.24 | 0.00 | 0.00 | 114,589.24 | 114,589.24 |
| 85 | STOKES | 100,770.74 | 100,770.74 | 0.00 | 0.00 | 100,770.74 | 100,770.74 |
| 86 | SURRY | 195,805.50 | 195,805.50 | 0.00 | 0.00 | 195,805.50 | 195,805.50 |
| 87 | SWAIN | 40,151.86 | 40,151.86 | 0.00 | 0.00 | 40,151.86 | 40,151.86 |
| 88 | TRANSYLVANIA | 65,963.77 | 65,963.77 | 0.00 | 0.00 | 65,963.77 | 65,963.77 |
| 89 | TYRRELL | 24,247.55 | 24,247.55 | 0.00 | 0.00 | 24,247.55 | 24,247.55 |
| 90 | UNION | 218,619.06 | 218,619.06 | 0.00 | 0.00 | 218,619.06 | 218,619.06 |
| 91 | VANCE | 243,257.70 | 243,257.70 | 0.00 | 0.00 | 243,257.70 | 243,257.70 |
| 92 | WAKE | 624,830.74 | 624,830.74 | 0.00 | 0.00 | 624,830.74 | 624,830.74 |
| 93 | WARREN | 115,632.14 | 115,632.14 | 0.00 | 0.00 | 115,632.14 | 115,632.14 |
| 94 | WASHINGTON | 58,141.98 | 58,141.98 | 0.00 | 0.00 | 58,141.98 | 58,141.98 |
| 95 | WATAUGA | 68,701.40 | 68,701.40 | 0.00 | 0.00 | 68,701.40 | 68,701.40 |
| 96 | WAYNE | 303,746.22 | 303,746.22 | 0.00 | 0.00 | 303,746.22 | 303,746.22 |
| 97 | WILKES | 187,331.90 | 187,331.90 | 0.00 | 0.00 | 187,331.90 | 187,331.90 |
| 98 | WILSON | 322,909.61 | 322,909.61 | 0.00 | 0.00 | 322,909.61 | 322,909.61 |
| 99 | YADKIN | 55,013.26 | 55,013.26 | 0.00 | 0.00 | 55,013.26 | 55,013.26 |
| 100 | YANCEY | 87,995.15 | 87,995.15 | 0.00 | 0.00 | 87,995.15 | 87,995.15 |
| 150 | Jackson Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 187 | Swain Indian | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total | $ 18,910,272.00 | $ 18,910,272.00 | $ - | $ - | $ 18,910,272.00 | $ 18,910,272.00 |

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

**FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant**
**CFDA Number: 93.568**
**CFDA Name: Low-Income Home Energy Assistance**
**Award Name: Low-Income Home Energy Assistance**
**Award Number: 2001NCE5C3**
**Award Date: FFY 2020**
**Federal Agency: DHHS/ACF**

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

**XS411 Heading: LIEAP COVID-19**
**Tracked on XS411: Federal Share 100%**

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

**AUTHORIZED SIGNATURE** **DATE:**



**November 6, 2020**

| Request Info | |
|---|---|
| **Type** | Budget Amendment |
| **Description** | Close Grant 36237.45.18.1 |
| **Justification** | Board Meeting 03/15/2021-Closeout airport grant 36237.45.18.1 and reduce federal revenues $13,109 and return local matching funds of $1,458 to the county capital reserve undesignated. |
| **Originator** | Tiffany Rogers |

**Items**

| Department | Object | Dept Desc | Object Desc | Amount | Incr/Decr | Dr/Cr |
|---|---|---|---|---|---|---|
| 438157 | 331045 | Airport Grants | Fed Rev-36237.45.18.1 | -13109 | Decrease | Debit |
| 438157 | 398110 | Airport Grants | Trans Frm General Fund | -1458 | Decrease | Debit |
| 438157 | 449841 | Airport Grants | 36237.45.18.1 Exp | -14567 | Decrease | Credit |
| 439801 | 398110 | Interfund Trans Co Cap Reserve | Trans Frm General Fund | 1458 | Increase | Credit |
| 439801 | 464299 | Interfund Trans Co Cap Reserve | Undesignated Funds | 1458 | Increase | Debit |

| Total | |
|---|---|
| **Grand Total:** | -26218 |

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

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

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

| | |
|---|---|
| **Airport Grant Project Fund:** | |
| Revenues: | |
| 36237.45.13.2 | 3,031,885 |
| 36237.45.14.1 | 449,252 |
| 36237.45.15.2 | 899,841 |
| 36237.45.16.1 | 21,508 |
| 36244.58.4.1 | 62,000 |
| 36237.45.10.2 | 513,265 |
| 36237.45.10.3 | 409,235 |
| 36237.45.10.1 | 150,000 |
| 36244.58.5.1 | 2,853,811 |
| 36237.45.11.1 | 288,401 |
| 36244.58.6.1 | 2,814,516 |
| 36237.45.10.4 | 172,359 |
| 36237.45.13.1 | 229,592 |
| 36244.58.7.1 | 85,000 |
| 36237.45.15.1 | 201,656 |
| 46333.1.1 | 111,000 |
| 46333.2.1 | 251,281 |
| 36244.58.8.3 | 448,107 |
| 36244.58.10.1 | 1,276,182 |
| 36244.58.10.2 | 2,000,000 |
| 36244.58.10.3 | 1,168,447 |
| 36244.58.10.4 | 277,446 |
| 36244.58.9.1 | 1,105,950 |
| 36244.58.11.1 | 309,454 |
| 36244.58.11.2 | 1,492,037 |
| 36244.58.8.2 | 225,000 |
| 36244.58.12.1 | 297,810 |
| 36237.45.17.1 | 127,892 |
| 36237.45.18.1 | 390,604 |
| 36237.45.18.3 | 69,000 |
| 46333.3.1 | 192,646 |
| 36244.58.12.2 | 350,000 |
| Transfer from General Fund | 777,565 |
| **Total Airport Grant Capital Project Fund Revenues** | **$ 23,052,742** |
| Expenditures: | |
| 36237.45.13.2 | 3,031,885 |
| 36237.45.14.1 | 449,252 |
| 36237.45.15.2 | 899,911 |
| 36237.45.16.1 | 21,508 |
| 36244.58.4.1 | 62,000 |
| 36237.45.10.2 | 528,873 |
| 36237.45.10.3 | 409,235 |
| 36237.45.10.1 | 150,000 |
| 36244.58.5.1 | 2,853,811 |
| 36237.45.11.1 | 288,401 |
| 36244.58.6.1 | 2,814,516 |
| 36237.45.10.4 | 172,359 |
| 36237.45.13.1 | 229,592 |
| 36244.58.7.1 | 85,000 |

| | |
|---|---|
| 36237.45.15.1 | 209,467 |
| 46333.1.1 | 111,000 |
| 46333.2.1 | 251,281 |
| 36244.58.8.3 | 459,932 |
| 36244.58.10.1 | 1,345,248 |
| 36244.58.10.2 | 2,000,000 |
| 36244.58.9.1 | 1,326,412 |
| 36244.58.10.3 | 1,298,277 |
| 36244.58.10.4 | 308,273 |
| 36244.58.11.1 | 309,455 |
| 36244.58.8.2 | 250,000 |
| 36244.58.11.2 | 1,657,818 |
| 36244.58.12.1 | 330,901 |
| 36237.45.17.1 | 142,103 |
| 36237.45.18.1 | 434,003 |
| 36237.45.18.3 | 69,000 |
| 46333.3.1 | 192,646 |
| 36244.58.12.2 | 350,000 |
| Miscellaneous Expense | 10,583 |
| Land | - |
| **Total Airport Grant Capital Project Fund Expenditures** | **23,052,742** |

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

| | | |
|---|---|---|
| Current Funds Appropriated | $ | 777,565 |

Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

| | | |
|---|---|---|
| Contribution to Capital Project Fund | $ | 777,565 |

Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 15, 2021 meeting of the Brunswick County Board of Commissioners.

# COUNTY OF BRUNSWICK
# NORTH CAROLINA

***MONTHLY FINANCIAL STATEMENTS***
***(UNAUDITED)***

***FOR THE PERIOD ENDED FEBRUARY 28, 2021***

**COUNTY OF BRUNSWICK, NORTH CAROLINA**
**Monthly Financial Statements**

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**COUNTY OF BRUNSWICK, NORTH CAROLINA**
**Monthly Financial Statements**

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## Summary Information for General and Enterprise Funds as of February 28, 2021:

## General Fund:

- Total revenues for the General Fund are $192.0 million for an increase of $6.9 million or 3.7% over the same period in the prior year. The main reason for this is a $5.4 million increase in Ad Valorem collections, a $2.7 million increase in sales tax and a $1.9 million increase in deed excise tax due to growth in the County and is partially offset by $4.9 million in FEMA disaster assistance received in the prior year. Total revenues collected are 90.4% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $135.9 million and are 62.5% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $4.8 million or 3.6%. This is due to a $0.9 million increase in health for the COVID 19 Assistance Grant to municipalities, a $2.3 million increase in education and other increases due to growth in the county such as in the Register of Deeds and Solid Waste. This is partially offset by prior year additional $1.3 million in accumulated interest expense related to the Schools GO Bond Phase I.
- Net transfers to county capital projects of $11.8 million were comparable to transfers of $12.0 million in the same period of the prior year. The County also transferred $0.3 million to the grant projects fund for a local match requirement.
- Revenues are greater than expenditures and net transfers by $44.0 million for the current period end compared to greater than by $44.4 million at the end of the same period of the prior year.

## Water Fund:

- Total revenues for the Water Fund decreased $2.1 million under the same period in the prior year to $19.8 million. This is a result of irrigation sales decrease of 19.4% or $0.6 million and $1.1 million decrease in restricted intergovernmental due to FEMA related events under the same period in the prior year. Total revenues are 82.0% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $13.1 million and are 53.8% of current budget. Expenditures decreased 11.8% or $1.8 million mainly due to a $0.4 million or 20.0% decrease in repair and maintenance and decreases in one-time capital outlay purchase of $1.4 million.
- There were no transfers to or from water capital projects compared to transfers of $2.8 million to water capital projects in the same period of the prior year mainly due to the decrease in Pay Go spending of projects.
- Revenues are more than expenditures and net transfers by $6.8 million compared to more than by $4.3 million in the same period of the prior year.

## Wastewater Fund:

- Total revenues for the Wastewater Fund increased $1.9 million over the same period in prior year to $20.4 million. This is a result of $1.3 million increase in participant reimbursement for new debt and retail wastewater sales increase of $0.2 million or 2.1% partially due to approximately 650 new customers related to the acquisition of the City of Northwest and Navassa Wastewater System. Capital recovery also increased $0.7 million or 27.8%, and wholesale revenues increased by $0.2 million or 1.9%, over the same period in the prior year. Total revenues are 75.0% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $11.3 million and are 34.5% of the current budget. Expenditures decreased 12.6% or $1.6 million under the same period in the prior year mainly due to $2.2 million decrease in one-time capital outlay purchases in the same period in the prior year.
- Net transfers from wastewater capital projects of $0.5 million increased compared to net transfers to wastewater capital projects of $1.0 million in the same period of the prior year.
- Revenues are more than expenditures and net transfers by $9.6 million compared to more than by $4.7 million in the same period of the prior year.

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**BALANCE SHEET - GOVERNMENTAL FUNDS**
**FEBRUARY 28, 2021**

| | Major Funds | | | | |
|---|---|---|---|---|---|
| | General | County Capital Project | Education Capital Project | Non Major Governmental Funds | Total Governmental Funds |
| **Assets:** | | | | | |
| Cash and cash equivalents/investments | $ 142,840,897 | $ 32,899,058 | $ 15,053,353 | $ 2,519,448 | $ 193,312,756 |
| Restricted cash and investments | 1,585,047 | - | 40,600,671 | - | 42,185,718 |
| Interest receivable | 6,404 | 1,881 | 693 | 136 | 9,114 |
| Taxes receivable - net | 3,998,833 | - | - | - | 3,998,833 |
| Receivables - net | 1,828,636 | - | - | - | 1,828,636 |
| Other governmental agencies | 368,459 | 145,161 | 134,739 | - | 648,359 |
| Due from other funds | 83,222 | - | - | - | 83,222 |
| Prepaid expenditures | 64,000 | - | - | - | 64,000 |
| Total assets | $ 150,775,498 | $ 33,046,100 | $ 55,789,456 | $ 2,519,584 | $ 242,130,638 |
| **Liabilities:** | | | | | |
| Accounts payable and other liabilities | $ 5,368,258 | $ - | $ - | $ 8,658 | $ 5,376,916 |
| Due to other funds | - | - | - | 83,222 | 83,222 |
| Total liabilities | 5,368,258 | - | - | 91,880 | 5,460,138 |
| **Deferred Inflows of Resources:** | 4,382,336 | - | - | - | 4,382,336 |
| **Fund Balances:** | | | | | |
| Nonspendable | 64,000 | - | - | - | 64,000 |
| Restricted: | | | | | |
| Stabilization by State Statute | 13,814,469 | - | - | 136 | 13,814,605 |
| Restricted - other | 4,408,797 | - | 40,600,671 | 2,510,790 | 47,520,258 |
| Committed | 214,566 | 33,046,100 | 15,188,785 | - | 48,449,451 |
| Assigned | 2,346,999 | - | - | - | 2,346,999 |
| Unassigned | 120,176,073 | - | - | (83,222) | 120,092,851 |
| Total fund balances | 141,024,904 | 33,046,100 | 55,789,456 | 2,427,704 | 232,288,164 |
| Total liabilities, deferred inflow of resources and fund balances | $ 150,775,498 | $ 33,046,100 | $ 55,789,456 | $ 2,519,584 | $ 242,130,638 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**
**FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | Major Funds | | | | |
|---|---|---|---|---|---|
| | General | County Capital Project | Education Capital Project | Non Major Governmental Funds | Total Governmental Funds |
| **Revenues:** | | | | | |
| Ad valorem taxes | $ 141,783,402 | $ - | $ - | $ - | $ 141,783,402 |
| Local option sales taxes | 17,835,228 | - | - | - | 17,835,228 |
| Other taxes and licenses | 6,378,401 | - | - | - | 6,378,401 |
| Unrestricted intergovernmental revenues | 328,744 | - | - | - | 328,744 |
| Restricted intergovernmental revenues | 11,746,392 | 799,661 | - | 1,232,905 | 13,778,958 |
| Permits and fees | 3,931,056 | - | - | 179,703 | 4,110,759 |
| Sales and services | 9,308,718 | - | - | 8,625 | 9,317,343 |
| Investment earnings | 51,780 | 19,804 | 18,189 | 1,542 | 91,315 |
| Other | 681,963 | - | - | - | 681,963 |
| Total revenues | 192,045,684 | 819,465 | 18,189 | 1,422,775 | 194,306,113 |
| **Expenditures:** | | | | | |
| **Current:** | | | | | |
| General government | 10,046,440 | 6,512,288 | - | 306,028 | 16,864,756 |
| Public safety | 31,650,367 | - | - | 279,960 | 31,930,327 |
| Central services | 11,921,888 | - | - | - | 11,921,888 |
| Human services | 19,313,567 | - | - | - | 19,313,567 |
| Transportation | 103,875 | 697,147 | - | - | 801,022 |
| Environmental protection | 13,102,390 | 92,765 | - | - | 13,195,155 |
| Culture and recreation | 2,669,144 | 130,187 | - | - | 2,799,331 |
| Economic and physical development | 4,635,344 | - | - | 1,000,000 | 5,635,344 |
| Education | 34,431,744 | - | 16,253,726 | - | 50,685,470 |
| **Debt Service:** | | | | | |
| Principal retirement | 5,430,000 | - | - | - | 5,430,000 |
| Interest and fiscal charges | 2,615,422 | - | - | - | 2,615,422 |
| Total expenditures | 135,920,181 | 7,432,387 | 16,253,726 | 1,585,988 | 161,192,282 |
| **Revenues over (under) expenditures** | 56,125,503 | (6,612,922) | (16,235,537) | (163,213) | 33,113,831 |
| **Other Financing Sources (Uses):** | | | | | |
| Transfers from other funds | - | 10,000,000 | 1,827,598 | 300,000 | 12,127,598 |
| Transfers to other funds | (12,127,598) | - | - | - | (12,127,598) |
| Premiums on bonds issued | - | - | 5,754,033 | - | 5,754,033 |
| Issuance of long-term debt | - | - | 41,795,000 | - | 41,795,000 |
| Total other financing sources (uses) | (12,127,598) | 10,000,000 | 49,376,631 | 300,000 | 47,549,033 |
| **Net change in fund balance** | 43,997,905 | 3,387,078 | 33,141,094 | 136,787 | 80,662,864 |
| **Fund balance, beginning of year** | 97,026,999 | 29,659,022 | 22,648,362 | 2,290,917 | 151,625,300 |
| **Fund balance, end of year** | $ 141,024,904 | $ 33,046,100 | $ 55,789,456 | $ 2,427,704 | $ 232,288,164 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND**
**FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | Original Budget | Final Budget | Actual | Variance Positive (Negative) |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Ad valorem taxes | $ 144,312,368 | $ 144,312,368 | $ 141,783,402 | $ (2,528,966) |
| Local option sales taxes | 21,430,183 | 21,997,392 | 17,835,228 | (4,162,164) |
| Other taxes and licenses | 4,235,000 | 7,045,000 | 6,378,401 | (666,599) |
| Unrestricted intergovernmental revenues | 1,698,000 | 1,698,000 | 328,744 | (1,369,256) |
| Restricted intergovernmental revenues | 15,712,567 | 18,348,952 | 11,746,392 | (6,602,560) |
| Permits and fees | 4,493,860 | 4,673,337 | 3,931,056 | (742,281) |
| Sales and services | 12,191,561 | 12,491,716 | 9,308,718 | (3,182,998) |
| Investment earnings | 500,650 | 500,650 | 51,780 | (448,870) |
| Other | 1,029,168 | 1,360,001 | 681,963 | (678,038) |
| Total revenues | 205,603,357 | 212,427,416 | 192,045,684 | (20,381,732) |
| **Expenditures:** | | | | |
| **Current:** | | | | |
| General government | 13,580,465 | 15,997,284 | 10,046,440 | 5,950,844 |
| Central services | 17,866,183 | 18,615,995 | 11,921,888 | 6,694,107 |
| Public safety | 49,187,468 | 51,321,314 | 31,650,367 | 19,670,947 |
| Transportation | 138,500 | 138,500 | 103,875 | 34,625 |
| Environmental protection | 18,347,433 | 19,881,725 | 13,102,390 | 6,779,335 |
| Economic and physical development | 7,584,003 | 9,681,799 | 4,635,344 | 5,046,455 |
| Human services | 27,542,339 | 29,698,139 | 19,313,567 | 10,384,572 |
| Education | 51,697,695 | 51,697,695 | 34,431,744 | 17,265,951 |
| Culture and recreation | 4,582,335 | 4,770,960 | 2,669,144 | 2,101,816 |
| **Debt Service:** | | | | |
| Principal retirement | 12,305,001 | 12,305,001 | 5,430,000 | 6,875,001 |
| Interest and fiscal charges | 3,245,907 | 3,245,907 | 2,615,422 | 630,485 |
| Total expenditures | 206,077,329 | 217,354,319 | 135,920,181 | 81,434,138 |
| Revenues over (under) expenditures | (473,972) | (4,926,903) | 56,125,503 | 61,052,406 |
| **Other Financing Sources (Uses):** | | | | |
| Transfers to other funds | (3,774,548) | (14,074,548) | (12,127,598) | 1,946,950 |
| Appropriated fund balance | 4,248,520 | 19,001,451 | - | (19,001,451) |
| Total other financing sources (uses) | 473,972 | 4,926,903 | (12,127,598) | (17,054,501) |
| **Net change in fund balances** | $ - | $ - | 43,997,905 | $ 43,997,905 |
| **Fund balance, beginning of year** | | | 97,026,999 | |
| **Fund balance, end of year** | | | $ 141,024,904 | |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | |
| **Ad Valorem Taxes:** | | | | | | | |
| Current year taxes | $ 141,412,368 | $ 141,412,368 | $ 139,316,463 | $ (2,095,905) | 99% | $ 138,972,892 | $ 133,738,568 |
| Prior year taxes | 2,200,000 | 2,200,000 | 1,906,425 | (293,575) | 87% | 2,653,422 | 2,011,800 |
| Penalties and interest | 700,000 | 700,000 | 560,514 | (139,486) | 80% | 946,057 | 636,989 |
| | 144,312,368 | 144,312,368 | 141,783,402 | (2,528,966) | 98% | 142,572,371 | 136,387,357 |
| **Local Option Sales Taxes:** | | | | | | | |
| Article 39 (1%) | 8,737,236 | 9,304,445 | 7,825,196 | (1,479,249) | 84% | 11,776,406 | 6,432,570 |
| Article 40 (1/2%) | 6,595,205 | 6,595,205 | 4,877,323 | (1,717,882) | 74% | 8,456,612 | 4,359,026 |
| Article 42 (1/2%) | 6,097,742 | 6,097,742 | 5,132,709 | (965,033) | 84% | 8,087,784 | 4,322,954 |
| | 21,430,183 | 21,997,392 | 17,835,228 | (4,162,164) | 81% | 28,320,802 | 15,114,550 |
| **Other Taxes and Licenses:** | | | | | | | |
| Scrap tire disposal fee | 180,000 | 180,000 | 91,948 | (88,052) | 51% | 190,436 | 100,805 |
| Deed stamp excise tax | 2,850,000 | 4,850,000 | 4,855,422 | 5,422 | 100% | 4,363,659 | 2,911,874 |
| Solid waste tax | 55,000 | 55,000 | 34,190 | (20,810) | 62% | 66,412 | 33,559 |
| White goods disposal tax | 50,000 | 50,000 | 36,118 | (13,882) | 72% | 62,110 | 29,743 |
| 1% Occupancy Tax | 1,100,000 | 1,910,000 | 1,360,723 | (549,277) | 71% | 1,668,261 | 1,090,698 |
| | 4,235,000 | 7,045,000 | 6,378,401 | (666,599) | 91% | 6,350,878 | 4,166,679 |
| **Unrestricted Intergovernmental:** | | | | | | | |
| Medicaid hold harmless | 1,000,000 | 1,000,000 | - | (1,000,000) | 0% | 4,560,730 | - |
| Beer and wine tax | 248,000 | 248,000 | - | (248,000) | 0% | 300,885 | - |
| Jail fees | 450,000 | 450,000 | 328,744 | (121,256) | 73% | 569,844 | 340,871 |
| | 1,698,000 | 1,698,000 | 328,744 | (1,369,256) | 19% | 5,431,459 | 340,871 |
| **Restricted Intergovernmental:** | | | | | | | |
| State and federal grant | 15,436,067 | 18,072,452 | 11,554,901 | (6,517,551) | 64% | 26,731,313 | 14,746,965 |
| State Aid to Libraries | 145,000 | 145,000 | 100,661 | (44,339) | 69% | 148,239 | 98,111 |
| ARRA federal grant | - | - | - | - | na | 1,533 | 765 |
| Court facility fees | 120,000 | 120,000 | 66,528 | (53,472) | 55% | 114,354 | 74,589 |
| Payments in lieu of taxes | - | - | 1,728 | 1,728 | na | 4,362 | 100 |
| ABC education requirement | - | - | - | - | na | 7,500 | - |
| ABC law enforcement services | 4,000 | 4,000 | 13,043 | 9,043 | 326% | 12,099 | 12,099 |
| State drug tax | 7,500 | 7,500 | 9,531 | 2,031 | 127% | 32,947 | 22,910 |
| | 15,712,567 | 18,348,952 | 11,746,392 | (6,602,560) | 64% | 27,052,347 | 14,955,539 |
| **Permits and Fees:** | | | | | | | |
| Blding inspections and permits | 2,505,000 | 2,604,477 | 2,224,789 | (379,688) | 85% | 2,829,396 | 1,892,396 |
| Recording fees | 772,000 | 772,000 | 830,573 | 58,573 | 108% | 919,861 | 596,394 |
| Fire inspection fees | 200,000 | 200,000 | 122,161 | (77,839) | 61% | 216,153 | 142,550 |
| Concealed handgun permit | 180,000 | 260,000 | 239,449 | (20,551) | 92% | 210,700 | 119,075 |
| Other permit and fees | 836,860 | 836,860 | 514,084 | (322,776) | 61% | 940,546 | 601,062 |
| | 4,493,860 | 4,673,337 | 3,931,056 | (742,281) | 84% | 5,116,656 | 3,351,477 |
| **Sales and Services:** | | | | | | | |
| Solid waste fees | 2,600,000 | 2,600,000 | 2,033,186 | (566,814) | 78% | 3,358,572 | 2,070,128 |
| School resource officer reimb. | 1,506,261 | 1,570,071 | 1,538,166 | (31,905) | 98% | 1,476,726 | 738,368 |
| Rents | 13,930 | 13,930 | 9,287 | (4,643) | 67% | 16,399 | 11,756 |
| EMS Charges | 4,896,320 | 4,896,320 | 2,954,472 | (1,941,848) | 60% | 5,109,900 | 3,358,000 |
| Public health user fees | 845,050 | 845,050 | 777,679 | (67,371) | 92% | 945,678 | 614,063 |
| Sheriff animal prot. serv. fees | 103,500 | 103,500 | 61,496 | (42,004) | 59% | 90,833 | 64,534 |
| Social services fees | 81,000 | 81,000 | 40,132 | (40,868) | 50% | 63,582 | 42,584 |
| Public housing fees | 23,900 | 23,900 | 2,659 | (21,241) | 11% | 16,979 | 16,045 |
| Tax collection fees | 250,000 | 250,000 | 286,498 | 36,498 | 115% | 293,402 | 272,863 |
| Other sales and services | 1,187,000 | 1,423,345 | 1,285,971 | (137,374) | 90% | 1,307,072 | 830,025 |
| Register of deeds | 325,950 | 325,950 | 274,004 | (51,946) | 84% | 350,547 | 244,799 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Sales and Services (continued):** | | | | | | | |
| Marriage licenses | 51,300 | 51,300 | 34,612 | (16,688) | 67% | 42,444 | 29,952 |
| Recreation services | 307,350 | 307,350 | 10,556 | (296,794) | 3% | 158,049 | 186,611 |
| | 12,191,561 | 12,491,716 | 9,308,718 | (3,182,998) | 75% | 13,230,183 | 8,479,728 |
| **Investment earnings** | 500,650 | 500,650 | 51,780 | (448,870) | 10% | 1,003,025 | 802,137 |
| **Other:** | | | | | | | |
| Tax refunds - sales and gas tax | 1,000 | 1,000 | - | (1,000) | 0% | - | - |
| ABC bottles taxes | 45,000 | 45,000 | 49,008 | 4,008 | 109% | 75,432 | 42,615 |
| Cnty Brd of Alcohol Control | 24,000 | 24,000 | 15,000 | (9,000) | 63% | 22,500 | 15,000 |
| Contributions | 9,000 | 53,200 | 100,617 | 47,417 | 189% | 142,252 | 59,039 |
| Other revenues | 950,168 | 1,236,801 | 517,338 | (719,463) | 42% | 2,314,758 | 1,461,530 |
| | 1,029,168 | 1,360,001 | 681,963 | (678,038) | 50% | 2,554,942 | 1,578,184 |
| Total revenues | 205,603,357 | 212,427,416 | 192,045,684 | (20,381,732) | 90% | 231,632,663 | 185,176,522 |
| **Expenditures:** | | | | | | | |
| **General Government:** | | | | | | | |
| **Governing Body:** | | | | | | | |
| Salaries | 187,635 | 187,635 | 130,051 | 57,584 | 69% | 181,380 | 124,702 |
| Fringe benefits | 74,441 | 74,441 | 37,122 | 37,319 | 50% | 44,976 | 30,261 |
| Operating costs | 69,350 | 69,350 | 25,567 | 43,783 | 37% | 51,402 | 43,851 |
| | 331,426 | 331,426 | 192,740 | 138,686 | 58% | 277,758 | 198,814 |
| **County Administration:** | | | | | | | |
| Salaries | 651,269 | 703,019 | 457,079 | 245,940 | 65% | 673,694 | 476,795 |
| Fringe benefits | 202,449 | 220,051 | 133,359 | 86,692 | 61% | 187,399 | 128,338 |
| Operating costs | 49,191 | 60,391 | 26,876 | 33,515 | 45% | 28,340 | 14,701 |
| | 902,909 | 983,461 | 617,314 | 366,147 | 63% | 889,433 | 619,834 |
| **Human Resources:** | | | | | | | |
| Salaries | 337,190 | 337,190 | 234,746 | 102,444 | 70% | 326,743 | 224,786 |
| Fringe benefits | 121,116 | 121,116 | 81,843 | 39,273 | 68% | 112,928 | 76,734 |
| Operating costs | 11,650 | 11,650 | 3,439 | 8,211 | 30% | 6,455 | 4,962 |
| | 469,956 | 469,956 | 320,028 | 149,928 | 68% | 446,126 | 306,482 |
| **Finance:** | | | | | | | |
| Salaries | 893,082 | 893,082 | 613,974 | 279,108 | 69% | 864,271 | 592,704 |
| Fringe benefits | 310,080 | 310,080 | 205,475 | 104,605 | 66% | 287,913 | 194,917 |
| Operating costs | 464,300 | 478,972 | 373,675 | 105,297 | 78% | 420,555 | 364,123 |
| | 1,667,462 | 1,682,134 | 1,193,124 | 489,010 | 71% | 1,572,739 | 1,151,744 |
| **Tax Administration:** | | | | | | | |
| Salaries | 2,600,885 | 2,600,885 | 1,707,882 | 893,003 | 66% | 2,427,417 | 1,676,890 |
| Fringe benefits | 1,021,277 | 1,021,277 | 662,676 | 358,601 | 65% | 933,146 | 632,706 |
| Operating costs | 1,018,926 | 1,018,926 | 544,466 | 474,460 | 53% | 862,550 | 606,958 |
| | 4,641,088 | 4,641,088 | 2,915,024 | 1,726,064 | 63% | 4,223,113 | 2,916,554 |
| **County Attorney:** | | | | | | | |
| Salaries | 408,877 | 408,877 | 287,412 | 121,465 | 70% | 394,724 | 275,270 |
| Fringe benefits | 129,129 | 129,129 | 86,581 | 42,548 | 67% | 118,033 | 80,723 |
| Operating costs | 149,950 | 149,950 | 26,147 | 123,803 | 17% | 49,493 | 34,990 |
| | 687,956 | 687,956 | 400,140 | 287,816 | 58% | 562,250 | 390,983 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Court Facilities:** | | | | | | | |
| Operating costs | 244,033 | 244,033 | 109,470 | 134,563 | 45% | 179,887 | 105,929 |
| **Board of Elections:** | | | | | | | |
| Salaries | 606,064 | 699,774 | 759,048 | (59,274) | 108% | 577,197 | 300,042 |
| Fringe benefits | 148,280 | 148,280 | 108,011 | 40,269 | 73% | 120,559 | 82,654 |
| Operating costs | 217,315 | 445,200 | 295,365 | 149,835 | 66% | 430,868 | 365,981 |
| Capital outlay | 35,250 | 35,250 | - | 35,250 | 0% | 305,103 | 305,103 |
| | 1,006,909 | 1,328,504 | 1,162,424 | 166,080 | 87% | 1,433,727 | 1,053,780 |
| **Register of Deeds:** | | | | | | | |
| Salaries | 743,755 | 743,755 | 468,704 | 275,051 | 63% | 685,283 | 473,944 |
| Fringe benefits | 326,066 | 326,066 | 202,928 | 123,138 | 62% | 295,472 | 198,482 |
| Operating costs | 1,826,905 | 3,826,905 | 2,435,089 | 1,391,816 | 64% | 2,527,339 | 1,515,950 |
| Capital outlay | 32,000 | 32,000 | 29,455 | 2,545 | 92% | - | - |
| | 2,928,726 | 4,928,726 | 3,136,176 | 1,792,550 | 64% | 3,508,094 | 2,188,376 |
| **Contingency:** | | | | | | | |
| Operating Costs | 700,000 | 700,000 | - | 700,000 | 0% | - | - |
| Total general government | 13,580,465 | 15,997,284 | 10,046,440 | 5,950,844 | 63% | 13,093,127 | 8,932,496 |
| **Central Services:** | | | | | | | |
| **Management Information Systems:** | | | | | | | |
| Salaries | 1,193,136 | 1,193,136 | 810,040 | 383,096 | 68% | 1,122,310 | 783,673 |
| Fringe benefits | 413,991 | 413,991 | 273,830 | 140,161 | 66% | 373,427 | 257,113 |
| Operating costs | 1,098,300 | 1,358,582 | 463,312 | 895,270 | 34% | 1,384,291 | 667,803 |
| Capital outlay | 108,000 | 108,000 | 96,271 | 11,729 | 89% | 37,747 | - |
| | 2,813,427 | 3,073,709 | 1,643,453 | 1,430,256 | 53% | 2,917,775 | 1,708,589 |
| **Fleet Services:** | | | | | | | |
| Salaries | 690,618 | 690,618 | 476,192 | 214,426 | 69% | 620,559 | 415,386 |
| Fringe benefits | 280,272 | 280,272 | 187,204 | 93,068 | 67% | 241,201 | 183,548 |
| Operating costs | 321,971 | 326,571 | 87,215 | 239,356 | 27% | 341,104 | 76,933 |
| Capital outlay | 82,402 | 441,595 | 69,521 | 372,074 | 16% | 29,590 | 29,590 |
| | 1,375,263 | 1,739,056 | 820,132 | 918,924 | 47% | 1,232,454 | 705,457 |
| **Engineering:** | | | | | | | |
| Salaries | 462,445 | 462,445 | 321,172 | 141,273 | 69% | 436,153 | 298,888 |
| Fringe benefits | 158,731 | 158,731 | 107,371 | 51,360 | 68% | 142,157 | 95,432 |
| Operating costs | 131,800 | 201,466 | 38,397 | 163,069 | 19% | 22,788 | 18,234 |
| | 752,976 | 822,642 | 466,940 | 355,702 | 57% | 601,098 | 412,554 |
| **Operation Services:** | | | | | | | |
| Salaries | 2,349,633 | 2,349,633 | 1,594,564 | 755,069 | 68% | 2,282,080 | 1,619,263 |
| Fringe benefits | 1,024,405 | 1,024,405 | 666,617 | 357,788 | 65% | 931,616 | 644,139 |
| Operating costs | 3,036,090 | 3,099,661 | 1,915,707 | 1,183,954 | 62% | 3,453,252 | 2,097,682 |
| Capital outlay | 237,000 | 229,500 | 218,459 | 11,041 | 95% | 478,054 | 471,529 |
| | 6,647,128 | 6,703,199 | 4,395,347 | 2,307,852 | 66% | 7,145,002 | 4,832,613 |
| **Non-departmental:** | | | | | | | |
| Fringe benefits | 5,748,322 | 5,748,322 | 4,069,069 | 1,679,253 | 71% | 5,476,889 | 3,908,231 |
| Operating costs | 529,067 | 529,067 | 526,947 | 2,120 | 100% | 356,886 | 404,357 |
| Capital outlay | - | - | - | - | na | 36,475 | 36,475 |
| | 6,277,389 | 6,277,389 | 4,596,016 | 1,681,373 | 73% | 5,870,250 | 4,349,063 |
| Total central services | 17,866,183 | 18,615,995 | 11,921,888 | 6,694,107 | 64% | 17,766,579 | 12,008,276 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Public Safety:** | | | | | | | |
| **District Attorney:** | | | | | | | |
| Operating costs | 48,000 | 48,000 | 3,264 | 44,736 | 7% | 30,951 | 5,167 |
| **Sheriff:** | | | | | | | |
| Salaries | 10,829,121 | 10,829,121 | 7,550,282 | 3,278,839 | 70% | 10,810,258 | 7,559,271 |
| Fringe benefits | 4,017,019 | 4,017,019 | 2,678,316 | 1,338,703 | 67% | 3,779,568 | 2,575,239 |
| Operating costs | 2,854,767 | 3,273,890 | 1,596,104 | 1,677,786 | 49% | 2,911,596 | 1,909,112 |
| Capital outlay | 822,980 | 1,266,246 | 569,351 | 696,895 | 45% | 941,545 | 685,820 |
| | 18,523,887 | 19,386,276 | 12,394,053 | 6,992,223 | 64% | 18,442,967 | 12,729,442 |
| **Detention Center:** | | | | | | | |
| Salaries | 5,158,523 | 5,260,760 | 3,314,955 | 1,945,805 | 63% | 4,751,389 | 3,364,892 |
| Fringe benefits | 2,047,997 | 2,098,760 | 1,265,356 | 833,404 | 60% | 1,754,460 | 1,210,263 |
| Operating costs | 3,194,957 | 3,169,573 | 1,743,482 | 1,426,091 | 55% | 2,662,445 | 1,850,158 |
| Capital outlay | 15,500 | 151,715 | 107,353 | 44,362 | 71% | 645,387 | 318,787 |
| | 10,416,977 | 10,680,808 | 6,431,146 | 4,249,662 | 60% | 9,813,681 | 6,744,100 |
| **Emergency Medical:** | | | | | | | |
| Salaries | 6,212,012 | 6,212,012 | 4,448,535 | 1,763,477 | 72% | 6,263,213 | 4,415,757 |
| Fringe benefits | 2,255,391 | 2,255,391 | 1,524,013 | 731,378 | 68% | 2,065,937 | 1,415,102 |
| Operating costs | 1,987,622 | 2,222,654 | 1,238,421 | 984,233 | 56% | 1,914,800 | 1,182,882 |
| Capital outlay | 700,000 | 743,512 | 91,449 | 652,063 | 12% | 1,785,485 | 1,528,667 |
| | 11,155,025 | 11,433,569 | 7,302,418 | 4,131,151 | 64% | 12,029,435 | 8,542,408 |
| **Emergency Management:** | | | | | | | |
| Salaries | 261,388 | 261,388 | 186,984 | 74,404 | 72% | 264,171 | 186,902 |
| Fringe benefits | 86,348 | 86,348 | 54,290 | 32,058 | 63% | 74,259 | 51,687 |
| Operating costs | 432,525 | 570,060 | 342,961 | 227,099 | 60% | 413,327 | 211,455 |
| Capital outlay | 10,800 | 16,223 | 5,334 | 10,889 | 33% | 54,132 | 53,972 |
| | 791,061 | 934,019 | 589,569 | 344,450 | 63% | 805,889 | 504,016 |
| **Other Agencies:** | | | | | | | |
| Fire districts | 60,000 | 60,000 | 30,000 | 30,000 | 50% | 60,000 | 30,000 |
| Rescue Squads | 331,800 | 331,800 | 164,975 | 166,825 | 50% | 331,800 | 165,900 |
| | 391,800 | 391,800 | 194,975 | 196,825 | 50% | 391,800 | 195,900 |
| **Building Inspections and Central Permitting** | | | | | | | |
| Salaries | 1,754,794 | 1,795,766 | 1,186,981 | 608,785 | 66% | 1,623,490 | 1,101,803 |
| Fringe benefits | 626,910 | 645,000 | 412,240 | 232,760 | 64% | 566,298 | 381,018 |
| Operating costs | 149,230 | 454,030 | 72,169 | 381,861 | 16% | 123,265 | 79,619 |
| Capital outlay | - | 60,003 | 59,991 | 12 | 100% | 55,917 | 52,439 |
| | 2,530,934 | 2,954,799 | 1,731,381 | 1,223,418 | 59% | 2,368,970 | 1,614,879 |
| **Fire Inspections** | | | | | | | |
| Salaries | 346,051 | 346,051 | 253,878 | 92,173 | 73% | 337,442 | 225,460 |
| Fringe benefits | 123,088 | 123,088 | 78,320 | 44,768 | 64% | 99,310 | 64,884 |
| Operating costs | 74,849 | 74,849 | 46,538 | 28,311 | 62% | 48,631 | 34,983 |
| Capital outlay | 37,000 | 37,000 | 36,267 | 733 | 98% | 61,168 | 57,893 |
| | 580,988 | 580,988 | 415,003 | 165,985 | 71% | 546,551 | 383,220 |
| **Central Communications:** | | | | | | | |
| Salaries | 1,974,107 | 1,974,107 | 1,218,617 | 755,490 | 62% | 1,706,295 | 1,182,896 |
| Fringe benefits | 762,210 | 746,268 | 466,933 | 279,335 | 63% | 635,319 | 425,839 |
| Operating costs | 621,155 | 582,621 | 111,537 | 471,084 | 19% | 224,299 | 159,650 |
| Capital outlay | 214,300 | 371,809 | 29,338 | 342,471 | 8% | 66,296 | 47,335 |
| | 3,571,772 | 3,674,805 | 1,826,425 | 1,848,380 | 50% | 2,632,209 | 1,815,720 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Animal Protective Services:** | | | | | | | |
| Salaries | 606,195 | 606,195 | 415,740 | 190,455 | 69% | 595,236 | 413,346 |
| Fringe benefits | 241,571 | 241,571 | 161,868 | 79,703 | 67% | 231,408 | 157,692 |
| Operating costs | 294,258 | 355,231 | 151,272 | 203,959 | 43% | 282,620 | 204,467 |
| Capital outlay | 35,000 | 33,253 | 33,253 | - | 100% | 33,684 | 32,697 |
| | 1,177,024 | 1,236,250 | 762,133 | 474,117 | 62% | 1,142,948 | 808,202 |
| Total public safety | 49,187,468 | 51,321,314 | 31,650,367 | 19,670,947 | 62% | 48,205,401 | 33,343,054 |
| **Transportation:** | | | | | | | |
| Cape Fear Regional Jetport | 111,000 | 111,000 | 83,250 | 27,750 | 75% | 111,000 | 83,250 |
| Odell Williamson Mun. Air. | 27,500 | 27,500 | 20,625 | 6,875 | 75% | 27,500 | 20,625 |
| Cape Fear Transp. Authority | - | - | - | - | na | 32,072 | 32,072 |
| Brunswick Transit System | - | - | - | - | na | 270,448 | 67,612 |
| Total transportation | 138,500 | 138,500 | 103,875 | 34,625 | 75% | 441,020 | 203,559 |
| **Environmental Protection:** | | | | | | | |
| **Solid Waste:** | | | | | | | |
| Salaries | 372,565 | 372,565 | 252,583 | 119,982 | 68% | 361,656 | 248,795 |
| Fringe benefits | 154,977 | 154,977 | 101,358 | 53,619 | 65% | 142,070 | 94,985 |
| Operating costs | 17,333,804 | 18,852,205 | 12,398,367 | 6,453,838 | 66% | 16,848,084 | 11,073,574 |
| Capital outlay | 229,000 | 229,000 | 216,860 | 12,140 | 95% | 626,147 | 605,000 |
| | 18,090,346 | 19,608,747 | 12,969,168 | 6,639,579 | 66% | 17,977,957 | 12,022,354 |
| **Other:** | | | | | | | |
| Forestry services | 257,087 | 272,978 | 133,222 | 139,756 | 49% | 194,267 | 119,464 |
| Total environmental protection | 18,347,433 | 19,881,725 | 13,102,390 | 6,779,335 | 66% | 18,172,224 | 12,141,818 |
| **Economic Development:** | | | | | | | |
| **Community Enforcement:** | | | | | | | |
| Salaries | 176,916 | 176,916 | 91,475 | 85,441 | 52% | 123,746 | 94,029 |
| Fringe benefits | 75,377 | 75,377 | 36,192 | 39,185 | 48% | 49,417 | 36,732 |
| Operating costs | 16,040 | 17,340 | 9,547 | 7,793 | 55% | 6,971 | 5,401 |
| Capital outlay | - | - | - | - | na | 23,717 | 23,717 |
| | 268,333 | 269,633 | 137,214 | 132,419 | 51% | 203,851 | 159,879 |
| **Planning:** | | | | | | | |
| Salaries | 480,726 | 480,726 | 338,290 | 142,436 | 70% | 472,414 | 324,496 |
| Fringe benefits | 180,145 | 180,145 | 122,137 | 58,008 | 68% | 159,495 | 107,622 |
| Operating costs | 206,200 | 434,900 | 202,403 | 232,497 | 47% | 114,559 | 77,114 |
| | 867,071 | 1,095,771 | 662,830 | 432,941 | 60% | 746,468 | 509,232 |
| **Cooperative Extension:** | | | | | | | |
| Salaries | 327,535 | 368,373 | 175,807 | 192,566 | 48% | 261,161 | 154,598 |
| Fringe benefits | 161,268 | 164,392 | 77,868 | 86,524 | 47% | 92,617 | 53,418 |
| Operating costs | 139,195 | 169,333 | 81,226 | 88,107 | 48% | 98,023 | 72,409 |
| Capital outlay | - | 8,100 | - | 8,100 | 0% | 5,350 | 5,350 |
| | 627,998 | 710,198 | 334,901 | 375,297 | 47% | 457,151 | 285,775 |
| **Soil and Water Conservation:** | | | | | | | |
| Salaries | 172,706 | 172,706 | 133,488 | 39,218 | 77% | 167,077 | 116,285 |
| Fringe benefits | 65,794 | 65,794 | 46,981 | 18,813 | 71% | 61,762 | 42,186 |
| Operating costs | 17,950 | 17,950 | 5,001 | 12,949 | 28% | 12,009 | 8,954 |
| | 256,450 | 256,450 | 185,470 | 70,980 | 72% | 240,848 | 167,425 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Public Housing Section 8:** | | | | | | | |
| Salaries | 178,936 | 178,936 | 100,238 | 78,698 | 56% | 118,163 | 91,773 |
| Fringe benefits | 76,362 | 76,362 | 39,213 | 37,149 | 51% | 48,821 | 37,261 |
| Operating costs | 2,213,813 | 2,314,784 | 1,337,157 | 977,627 | 58% | 1,918,935 | 1,269,861 |
| | 2,469,111 | 2,570,082 | 1,476,608 | 1,093,474 | 57% | 2,085,919 | 1,398,895 |
| **1% Occupancy Tax:** | | | | | | | |
| Operating costs | 1,100,000 | 1,910,000 | 1,360,723 | 549,277 | 71% | 1,668,261 | 1,090,698 |
| **Other Economic Development:** | | | | | | | |
| Holden Beach Special Obligation Bond | 1,370,040 | 1,370,040 | - | 1,370,040 | 0% | - | - |
| Lockwood Folly & Shallotte Dredging | - | 158,848 | 158,848 | - | 100% | 405,757 | 149,903 |
| Reserve for shoreline | 200,000 | 515,777 | - | 515,777 | 0% | - | 97,074 |
| Brunswick Busines & Industry Development | 425,000 | 425,000 | 318,750 | 106,250 | 75% | 425,000 | 318,750 |
| Access Road Ec. Dv. Proj. | - | 400,000 | - | 400,000 | 0% | - | - |
| | 1,995,040 | 2,869,665 | 477,598 | 2,392,067 | 17% | 830,757 | 565,727 |
| Total economic development | 7,584,003 | 9,681,799 | 4,635,344 | 5,046,455 | 48% | 6,233,255 | 4,177,631 |
| **Human Services:** | | | | | | | |
| **Health:** | | | | | | | |
| **Administration:** | | | | | | | |
| Salaries | 2,484,996 | 2,484,996 | 1,739,187 | 745,809 | 70% | 2,346,649 | 1,673,319 |
| Fringe benefits | 1,346,562 | 1,346,562 | 894,863 | 451,699 | 66% | 1,239,013 | 865,551 |
| Operating costs | 268,750 | 351,955 | 170,562 | 181,393 | 48% | 197,669 | 144,170 |
| Capital outlay | 26,000 | 101,000 | 25,527 | 75,473 | 25% | 85,068 | 85,068 |
| | 4,126,308 | 4,284,513 | 2,830,139 | 1,454,374 | 66% | 3,868,399 | 2,768,108 |
| **Communicable Diseases:** | | | | | | | |
| Operating costs | 412,225 | 425,449 | 312,692 | 112,757 | 73% | 340,391 | 279,999 |
| **Adult Health Maintenance:** | | | | | | | |
| Operating costs | 229,855 | 1,143,641 | 987,833 | 155,808 | 86% | 1,012,361 | 95,553 |
| **Senior Health** | | | | | | | |
| Salaries | 39,969 | 39,969 | 22,115 | 17,854 | 55% | 40,611 | 42,940 |
| Fringe benefits | 19,364 | 19,364 | 7,927 | 11,437 | 41% | 13,838 | 14,314 |
| Operating costs | 3,835 | 3,835 | 1,060 | 2,775 | 28% | 1,972 | 1,868 |
| | 63,168 | 63,168 | 31,102 | 32,066 | 49% | 56,421 | 59,122 |
| **Maternal and Child Health:** | | | | | | | |
| Salaries | 360,313 | 360,313 | 238,305 | 122,008 | 66% | 294,091 | 205,853 |
| Fringe benefits | 160,848 | 160,848 | 101,685 | 59,163 | 63% | 128,497 | 88,830 |
| Operating costs | 592,274 | 676,033 | 299,985 | 376,048 | 44% | 455,512 | 309,063 |
| | 1,113,435 | 1,197,194 | 639,975 | 557,219 | 53% | 878,100 | 603,746 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Environmental Health:** | | | | | | | |
| Salaries | 1,254,102 | 1,254,102 | 871,415 | 382,687 | 69% | 1,156,005 | 802,119 |
| Fringe benefits | 462,478 | 462,478 | 309,131 | 153,347 | 67% | 403,912 | 277,579 |
| Operating costs | 147,050 | 774,406 | 366,057 | 408,349 | 47% | 283,365 | 106,941 |
| Capital outlay | 78,600 | 78,600 | 71,837 | 6,763 | 91% | 26,063 | 26,063 |
| | 1,942,230 | 2,569,586 | 1,618,440 | 951,146 | 63% | 1,869,345 | 1,212,702 |
| Total health | 7,887,221 | 9,683,551 | 6,420,181 | 3,263,370 | 66% | 8,025,017 | 5,019,230 |
| **Veterans' Services:** | | | | | | | |
| Salaries | 144,196 | 144,196 | 93,217 | 50,979 | 65% | 132,797 | 92,677 |
| Fringe benefits | 58,636 | 58,636 | 38,162 | 20,474 | 65% | 52,767 | 36,977 |
| Operating costs | 17,807 | 17,807 | 8,654 | 9,153 | 49% | 10,462 | 7,879 |
| Total veterans' services | 220,639 | 220,639 | 140,033 | 80,606 | 63% | 196,026 | 137,533 |
| **Social Services:** | | | | | | | |
| **Administration:** | | | | | | | |
| Salaries | 7,643,082 | 7,643,082 | 4,997,525 | 2,645,557 | 65% | 7,064,534 | 4,899,575 |
| Fringe benefits | 3,742,053 | 3,742,053 | 2,353,918 | 1,388,135 | 63% | 3,341,257 | 2,261,390 |
| Operating costs | 3,032,941 | 3,150,029 | 2,183,049 | 966,980 | 69% | 2,317,819 | 1,431,555 |
| Capital outlay | 100,000 | 100,000 | 83,343 | 16,657 | 83% | - | - |
| | 14,518,076 | 14,635,164 | 9,617,835 | 5,017,329 | 66% | 12,723,610 | 8,592,520 |
| **Other Operating Costs:** | | | | | | | |
| Medical assistance | 20,000 | 20,000 | 2,323 | 17,677 | 12% | 2,793 | 1,436 |
| Aid to the blind | 4,100 | 4,100 | 4,100 | - | 100% | 8,153 | 8,153 |
| Adoption assistance | 270,000 | 270,000 | 112,522 | 157,478 | 42% | 219,705 | 146,795 |
| Special assistance | 460,000 | 460,000 | 179,339 | 280,661 | 39% | 291,508 | 187,340 |
| Foster care | 750,000 | 750,000 | 297,321 | 452,679 | 40% | 557,267 | 329,167 |
| State foster home | 400,000 | 400,000 | 418,392 | (18,392) | 105% | 572,449 | 272,756 |
| Special assistance | 25,121 | 25,121 | 9,818 | 15,303 | 39% | 25,121 | 18,686 |
| Day care | 23,000 | 23,000 | 4,207 | 18,793 | 18% | - | - |
| Special child adopt. assistance | - | 62,896 | 3,786 | 59,110 | 6% | 19,787 | 15,132 |
| | 1,952,221 | 2,015,117 | 1,031,808 | 983,309 | 51% | 1,696,783 | 979,465 |
| Total social services | 16,470,297 | 16,650,281 | 10,649,643 | 6,000,638 | 64% | 14,420,393 | 9,571,985 |
| **Other Human Services:** | | | | | | | |
| Trillium Health Resources | 250,443 | 250,443 | 187,832 | 62,611 | 75% | 250,443 | 125,222 |
| Brunswick Senior Resources | 2,713,739 | 2,713,739 | 1,809,160 | 904,579 | 67% | 2,589,319 | 1,726,214 |
| Other human services | - | 179,486 | 106,718 | 72,768 | 59% | 158,077 | 95,022 |
| | 2,964,182 | 3,143,668 | 2,103,710 | 1,039,958 | 67% | 2,997,839 | 1,946,458 |
| Total human services | 27,542,339 | 29,698,139 | 19,313,567 | 10,384,572 | 65% | 25,639,275 | 16,675,206 |
| **Education:** | | | | | | | |
| Public schools | 46,096,535 | 46,096,535 | 30,731,024 | 15,365,511 | 67% | 42,840,126 | 28,560,088 |
| Public schools - capital outlay | 967,060 | 967,060 | 644,704 | 322,356 | 67% | 898,744 | 599,160 |
| Community college | 4,338,757 | 4,338,757 | 2,859,120 | 1,479,637 | 66% | 4,166,804 | 2,770,636 |
| Community college - cap. out. | 295,343 | 295,343 | 196,896 | 98,447 | 67% | 323,000 | 215,336 |
| Total education | 51,697,695 | 51,697,695 | 34,431,744 | 17,265,951 | 67% | 48,228,674 | 32,145,220 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Culture and Recreation:** | | | | | | | |
| **Parks and Recreation:** | | | | | | | |
| **Administration:** | | | | | | | |
| Salaries | 715,246 | 715,246 | 393,903 | 321,343 | 55% | 639,744 | 465,324 |
| Fringe benefits | 212,248 | 212,248 | 130,414 | 81,834 | 61% | 194,964 | 134,832 |
| Operating costs | 663,769 | 666,663 | 173,328 | 493,335 | 26% | 486,470 | 366,804 |
| Capital outlay | - | 185,731 | 164,052 | 21,679 | 88% | 28,649 | 28,649 |
| | 1,591,263 | 1,779,888 | 861,697 | 918,191 | 48% | 1,349,827 | 995,609 |
| **Maintenance:** | | | | | | | |
| Salaries | 785,208 | 785,208 | 464,711 | 320,497 | 59% | 720,837 | 528,627 |
| Fringe benefits | 327,225 | 327,225 | 193,058 | 134,167 | 59% | 293,721 | 206,631 |
| Operating costs | 419,800 | 419,800 | 190,306 | 229,494 | 45% | 429,663 | 288,131 |
| Capital outlay | 82,000 | 82,000 | 66,054 | 15,946 | 81% | 138,081 | 137,137 |
| | 1,614,233 | 1,614,233 | 914,129 | 700,104 | 57% | 1,582,302 | 1,160,526 |
| Total Parks and Recreation | 3,205,496 | 3,394,121 | 1,775,826 | 1,618,295 | 52% | 2,932,129 | 2,156,135 |
| **Brunswick County Library:** | | | | | | | |
| Salaries | 792,995 | 792,995 | 544,604 | 248,391 | 69% | 733,339 | 520,827 |
| Fringe benefits | 338,444 | 338,444 | 222,498 | 115,946 | 66% | 302,215 | 207,684 |
| Operating costs | 245,400 | 245,400 | 126,216 | 119,184 | 51% | 199,874 | 121,149 |
| | 1,376,839 | 1,376,839 | 893,318 | 483,521 | 65% | 1,235,428 | 849,660 |
| Total culture and recreation | 4,582,335 | 4,770,960 | 2,669,144 | 2,101,816 | 56% | 4,167,557 | 3,005,795 |
| **Debt Service:** | | | | | | | |
| Principal retirement | 12,305,001 | 12,305,001 | 5,430,000 | 6,875,001 | 44% | 13,623,305 | 4,328,304 |
| Interest and fees | 3,245,907 | 3,245,907 | 2,615,422 | 630,485 | 81% | 4,975,026 | 4,187,199 |
| Total debt service | 15,550,908 | 15,550,908 | 8,045,422 | 7,505,486 | 52% | 18,598,331 | 8,515,503 |
| Total expenditures | 206,077,329 | 217,354,319 | 135,920,181 | 81,434,138 | 63% | 200,545,443 | 131,148,558 |
| **Revenues over (under) expenditures** | (473,972) | (4,926,903) | 56,125,503 | 61,052,406 | | 31,087,220 | 54,027,964 |
| **Transfers From Other Funds:** | | | | | | | |
| Transfer from county capital project fund | - | - | - | - | na | 2,304,445 | 2,304,445 |
| Transfer from workers comp. internal service fund | - | - | - | - | na | 1,479,553 | - |
| | - | - | - | - | na | 3,783,998 | 2,304,445 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Transfers To Other Funds:** | | | | | | | |
| Transfer to county capital projects fund | - | (10,000,000) | (10,000,000) | - | 100% | (9,575,021) | (8,425,021) |
| Transfer to grant projects funds | - | (300,000) | (300,000) | - | 100% | - | - |
| Transfer to school capital projects fund | (3,774,548) | (3,774,548) | (1,827,598) | 1,946,950 | 48% | (9,021,922) | (3,525,184) |
| | (3,774,548) | (14,074,548) | (12,127,598) | 1,946,950 | 86% | (18,596,943) | (11,950,205) |
| **Budgetary Financing Sources (Uses):** | | | | | | | |
| Appropriated fund balance | 4,248,520 | 19,001,451 | - | (19,001,451) | 0% | - | - |
| Total other financing sources (uses) | 473,972 | 4,926,903 | (12,127,598) | (17,054,501) | | (14,812,945) | (9,645,760) |
| **Net change in fund balance** | $ - | $ - | 43,997,905 | $ 43,997,905 | | 16,274,275 | 44,382,204 |
| **Fund balance, beginning of year** | | | 97,026,999 | | | 80,752,724 | 80,752,724 |
| **Fund balance, end of year** | | | $ 141,024,904 | | | $ 97,026,999 | $ 125,134,928 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES**
**BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND**
**FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | | Actual | | |
|---|---|---|---|---|
| | Project Budget | Prior Years | Current Year | Total to Date |
| **Revenues:** | | | | |
| Restricted intergovernmental-NC Dept. of Transportation | $ 26,364,366 | $ 25,420,906 | $ 799,661 | $ 26,220,567 |
| Restricted intergovernmental-NC Parks & Rec. Trust Fund | 750,500 | 300,000 | - | 300,000 |
| Investment earnings | 841,170 | 826,579 | 19,804 | 846,383 |
| Performance bonds | 290,876 | 290,876 | - | 290,876 |
| Other | 554,563 | 553,803 | - | 553,803 |
| Total revenues | 28,801,475 | 27,392,164 | 819,465 | 28,211,629 |
| **Expenditures:** | | | | |
| **General Government:** | | | | |
| Court House Renovation | 13,671,860 | 1,921,038 | 6,512,288 | 8,433,326 |
| Future Capital Projects | 10,000,000 | - | - | - |
| | 23,671,860 | 1,921,038 | 6,512,288 | 8,433,326 |
| **Environmental protection:** | | | | |
| Landfill Transfer Station | 337,000 | 189,259 | 92,765 | 282,024 |
| Future Capital Projects | 15,303,994 | - | - | - |
| | 15,640,994 | 189,259 | 92,765 | 282,024 |
| **Economic Development:** | | | | |
| Springlake at Maritime Shores | 274,585 | - | - | - |
| **Cultural and recreation:** | | | | |
| OIB Park Improvements | 5,805,569 | 5,763,018 | 42,550 | 5,805,568 |
| Smithville Park Improvements | 6,189,666 | 5,967,164 | 846 | 5,968,010 |
| Brunswick Waterway Park Improvements | 644,083 | 201,121 | - | 201,121 |
| Waccamaw Multiuse Building | 355,800 | 28,705 | 86,791 | 115,496 |
| | 12,995,118 | 11,960,008 | 130,187 | 12,090,195 |
| **Transportation:** | | | | |
| Airport Improvements | 27,598,875 | 26,678,238 | 697,147 | 27,375,385 |
| **Other:** | | | | |
| Future Capital Projects | 1,616,580 | - | - | - |
| Total expenditures | 81,798,012 | 40,748,543 | 7,432,387 | 48,180,930 |
| **Revenues over (under) expenditures** | (52,996,537) | (13,356,379) | (6,612,922) | (19,969,301) |
| **Other Financing Sources (Uses):** | | | | |
| Appropriated fund balance | 4,805,618 | - | - | - |
| Transfer from general fund | 52,484,803 | 42,484,807 | 10,000,000 | 52,484,807 |
| Transfer to general fund | (4,293,884) | (4,293,884) | - | (4,293,884) |
| Total other financing sources (uses) | 52,996,537 | 38,190,923 | 10,000,000 | 48,190,923 |
| **Net change in fund balance** | $ - | $ 24,834,544 | 3,387,078 | $ 28,221,622 |
| **Fund balance, beginning of year** | | | 29,659,022 | |
| **Fund balance, end of year** | | | $ 33,046,100 | |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES**
**BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND**
**FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | | Actual | | |
|---|---|---|---|---|
| | Project Budget | Prior Years | Current Year | Total to Date |
| **Revenues:** | | | | |
| NC Public Education Lottery | $ 7,082,039 | $ 7,092,797 | $ - | $ 7,092,797 |
| Investment earnings | - | 397,430 | 10,206 | 407,636 |
| Investment earnings-debt proceeds | - | 1,286,080 | 7,983 | 1,294,063 |
| Total revenues | 7,082,039 | 8,776,307 | 18,189 | 8,794,496 |
| **Expenditures:** | | | | |
| Brunswick County Schools | 182,387,941 | 110,409,773 | 16,253,726 | 126,663,499 |
| Brunswick Community College | 2,304,445 | 2,004,940 | - | 2,004,940 |
| Total expenditures | 184,692,386 | 112,414,713 | 16,253,726 | 128,668,439 |
| **Revenues over (under) expenditures** | (177,610,347) | (103,638,406) | (16,235,537) | (119,873,943) |
| **Other Financing Sources (Uses):** | | | | |
| Transfer from general fund | 70,872,731 | 67,098,182 | 1,827,598 | 68,925,780 |
| Transfer to general fund | (314,013) | (314,013) | - | (314,013) |
| Premium on bonds issued | 8,749,216 | 2,995,184 | 5,754,033 | 8,749,217 |
| Debt financing issued | 91,750,000 | 49,955,000 | 41,795,000 | 91,750,000 |
| Appropriated fund balance | 6,552,413 | - | - | - |
| Total other financing sources (uses) | 177,610,347 | 119,734,353 | 49,376,631 | 169,110,984 |
| **Net change in fund balance** | $ - | $ 16,095,947 | 33,141,094 | $ 49,237,041 |
| **Fund balance, beginning of year** | | | 22,648,362 | |
| **Fund balance, end of year** | | | $ 55,789,456 | |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS**
**FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | Emergency Telephone System Fund | Grant Project | ROD-Technology Enhancement Fund | Total |
|---|---|---|---|---|
| **Assets:** | | | | |
| Cash and cash equivalents/investments | $ 1,512,257 | $ - | $ 1,007,191 | $ 2,519,448 |
| Interest receivable | 82 | - | 54 | 136 |
| Total assets | 1,512,339 | - | 1,007,245 | 2,519,584 |
| **Liabilities:** | | | | |
| Accounts payable and other liabilities | 3,712 | - | 4,946 | 8,658 |
| Due to other funds | - | 83,222 | - | 83,222 |
| Total liabilities | 3,712 | 83,222 | 4,946 | 91,880 |
| **Fund Balance:** | | | | |
| Stabilization by State Statute | 82 | - | 54 | 136 |
| Restricted - other | 1,508,545 | - | 1,002,245 | 2,510,790 |
| Unassigned | - | (83,222) | - | (83,222) |
| Total fund balances | 1,508,627 | (83,222) | 1,002,299 | 2,427,704 |
| Total liabilities, deferred inflow of resources and fund balances | $ 1,512,339 | $ - | $ 1,007,245 | $ 2,519,584 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**
**NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS**
**FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | Emergency Telephone System Fund | Grant Project | ROD-Technology Enhancement Fund | Total |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Restricted intergovernmental | $ 399,646 | $ 833,259 | $ - | $ 1,232,905 |
| Permits and fees | - | - | 179,703 | 179,703 |
| Other sales and services | - | 8,625 | - | 8,625 |
| Investment earnings | 935 | - | 607 | 1,542 |
| Total revenues | 400,581 | 841,884 | 180,310 | 1,422,775 |
| **Expenditures:** | | | | |
| General government | - | 225,106 | 80,922 | 306,028 |
| Public safety | 279,960 | - | - | 279,960 |
| Economic and physical development | - | 1,000,000 | - | 1,000,000 |
| Total expenditures | 279,960 | 1,225,106 | 80,922 | 1,585,988 |
| **Revenues over (under) expenditures** | 120,621 | (383,222) | 99,388 | (163,213) |
| **Other Financing Sources:** | | | | |
| Transfers from general fund | - | 300,000 | - | 300,000 |
| **Net change in fund balances** | 120,621 | (83,222) | 99,388 | 136,787 |
| **Fund balance, beginning of year** | 1,388,006 | - | 902,911 | 2,290,917 |
| **Fund balance, end of year** | $ 1,508,627 | $ (83,222) | $ 1,002,299 | $ 2,427,704 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020**

| | Budget | February 28, 2021 | Variance Positive (Negative) | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|
| **Revenues:** | | | | | |
| Restricted intergovernmental | $ 799,291 | $ 399,646 | $ (399,645) | $ 757,913 | $ 442,116 |
| Investment earnings | - | 935 | 935 | 11,292 | 9,868 |
| Total revenues | 799,291 | 400,581 | (398,710) | 769,205 | 451,984 |
| **Expenditures:** | | | | | |
| Operating costs | 831,527 | 269,551 | 561,976 | 426,304 | 294,921 |
| Capital outlay | 366,320 | 10,409 | 355,911 | - | - |
| Total expenditures | 1,197,847 | 279,960 | 917,887 | 426,304 | 294,921 |
| **Revenues over (under) expenditures** | (398,556) | 120,621 | 519,177 | 342,901 | 157,063 |
| **Other Financing Sources (Uses):** | | | | | |
| Appropriated fund balance | 398,556 | - | (398,556) | - | - |
| **Net change in fund balance** | $ - | 120,621 | $ 120,621 | 342,901 | 157,063 |
| **Fund balance, beginning of year** | | 1,388,006 | | 1,045,105 | 1,045,105 |
| **Fund balance, end of year** | | $ 1,508,627 | | $ 1,388,006 | $ 1,202,168 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - GRANT PROJECT FUND**
**FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | | Actual | | |
|---|---|---|---|---|
| | Project Authorization | Prior Years | Current Year | Total to Date |
| **Revenues:** | | | | |
| Restricted intergovernmental | $ 4,509,118 | $ 810,243 | $ 833,259 | $ 1,643,502 |
| Other sales and services | - | - | 8,625 | 8,625 |
| Total revenues | 4,509,118 | 810,243 | 841,884 | 1,652,127 |
| **Expenditures:** | | | | |
| SAMHSA Expansion Grant FY 19-24 | 1,200,000 | 343,336 | 219,094 | 562,430 |
| SAMHSA | 1,380,527 | 466,907 | 6,012 | 472,919 |
| Pacon Manufacturing Incentive and Reuse | 1,300,000 | - | 1,000,000 | 1,000,000 |
| Watershed Grant Round 1 | 498,919 | - | - | - |
| Watershed Grant Round 2 | 381,072 | - | - | - |
| Watershed Grant Round 3 | 48,600 | - | - | - |
| Total expenditures | 4,809,118 | 810,243 | 1,225,106 | 2,035,349 |
| **Revenues over (under) expenditures** | (300,000) | - | (383,222) | (383,222) |
| **Other Financing Sources (Uses):** | | | | |
| Transfers from general fund | 300,000 | - | 300,000 | 300,000 |
| **Net change in fund balance** | $ - | $ - | (83,222) | $ (83,222) |
| **Fund balance, beginning of year** | | | - | |
| **Fund balance, end of year** | | | $ (83,222) | |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020**

| | Budget | February 28, 2021 | Variance Positive (Negative) | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|
| **Revenues:** | | | | | |
| Permits and fees | $ 181,000 | $ 179,703 | $ (1,297) | $ 189,658 | $ 119,133 |
| Investment earnings | 9,000 | 607 | (8,393) | 8,901 | 7,917 |
| Total revenues | 190,000 | 180,310 | (9,690) | 198,559 | 127,050 |
| **Expenditures:** | | | | | |
| General government | 209,463 | 80,922 | 128,541 | 150,010 | 82,146 |
| **Revenues over (under) expenditures** | (19,463) | 99,388 | 118,851 | 48,549 | 44,904 |
| **Other Financing Sources (Uses):** | | | | | |
| Appropriated fund balance | 19,463 | - | (19,463) | - | - |
| **Net change in fund balance** | $ - | 99,388 | $ 99,388 | 48,549 | 44,904 |
| **Fund balance, beginning of year** | | 902,911 | | 854,362 | 854,362 |
| **Fund balance, end of year** | | $ 1,002,299 | | $ 902,911 | $ 899,266 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)**
**FEBRUARY 28, 2021**

| | Water Fund | Water Capital Projects | Total |
|---|---|---|---|
| **Current Assets:** | | | |
| Cash, cash equivalents and investments | $ 39,067,513 | $ 3,880,182 | $ 42,947,695 |
| Restricted cash | 3,346,931 | 142,412,666 | 145,759,597 |
| Interest receivable | 2,096 | 158 | 2,254 |
| Receivables and special assessments, net | 3,362,047 | - | 3,362,047 |
| Due from other governmental agencies | 473,829 | 94,589 | 568,418 |
| Inventories | 1,716,404 | - | 1,716,404 |
| Total current assets | 47,968,820 | 146,387,595 | 194,356,415 |
| **Current Liabilities:** | | | |
| Accounts payable and other liabilities | 428,573 | - | 428,573 |
| Customer deposits | 2,118,415 | - | 2,118,415 |
| Interest payable | 236,472 | - | 236,472 |
| Current portion of debt | 1,544,059 | - | 1,544,059 |
| Total current liabilities | 4,327,519 | - | 4,327,519 |
| **Expendable net positon** | **43,641,301** | **146,387,595** | **190,028,896** |
| **Noncurrent Items:** | | | |
| Non-depreciable capital assets | 21,767,867 | - | 21,767,867 |
| Depreciable capital assets, net | 151,371,045 | - | 151,371,045 |
| Deferred outflow | 1,966,660 | - | 1,966,660 |
| Net pension liability | (1,672,796) | - | (1,672,796) |
| Compensated absences | (477,710) | - | (477,710) |
| Total other post-employment liability | (11,637,039) | - | (11,637,039) |
| Non-current portion of debt | (214,743,089) | - | (214,743,089) |
| Deferred inflow | (1,605,303) | - | (1,605,303) |
| Total net positon | $ (11,389,064) | $ 146,387,595 | $ 134,998,531 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)**
**FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020**
**WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | |
| User charges | $ 23,293,405 | $ 23,293,405 | $ 19,451,023 | $ (3,842,382) | 84% | $ 26,938,083 | $ 19,939,148 |
| Restricted intergovernmental | - | - | 72,156 | 72,156 | na | 2,647,094 | 1,169,832 |
| Investment earnings | 255,000 | 255,000 | 25,045 | (229,955) | 10% | 319,835 | 285,100 |
| Other | 664,358 | 664,358 | 301,422 | (362,936) | 45% | 895,434 | 507,938 |
| Total revenues | 24,212,763 | 24,212,763 | 19,849,646 | (4,363,117) | 82% | 30,800,446 | 21,902,018 |
| **Expenditures:** | | | | | | | |
| Salaries | 5,687,569 | 5,671,569 | 3,539,234 | 2,132,335 | 62% | 4,980,849 | 3,521,354 |
| Fringe benefits | 2,642,851 | 2,646,501 | 1,682,153 | 964,348 | 64% | 2,292,685 | 1,605,263 |
| Operating expenditures | 7,912,534 | 8,614,564 | 4,914,456 | 3,700,108 | 57% | 7,694,860 | 4,908,394 |
| Repairs and maintenance | 3,002,100 | 3,187,985 | 1,486,387 | 1,701,598 | 47% | 2,605,060 | 1,858,389 |
| Capital outlay | 1,003,500 | 2,003,235 | 774,877 | 1,228,358 | 39% | 3,970,616 | 2,167,904 |
| **Debt Service:** | | | | | | | |
| Principal | 1,324,464 | 1,324,464 | 190,000 | 1,134,464 | 14% | 1,278,275 | 245,972 |
| Interest | 892,351 | 892,351 | 497,450 | 394,901 | 56% | 952,138 | 530,510 |
| Total expenditures | 22,465,369 | 24,340,669 | 13,084,557 | 11,256,112 | 54% | 23,774,483 | 14,837,786 |
| **Revenues over (under) expenditures** | 1,747,394 | (127,906) | 6,765,089 | 6,892,995 | -5289% | 7,025,963 | 7,064,232 |
| **Other Financing Sources (Uses):** | | | | | | | |
| Long-term debt issued | - | - | - | - | na | 714,000 | 714,000 |
| Premiums on debt issued | - | - | - | - | na | 69,924 | 69,924 |
| Payments to escrow agent for refunded bonds | - | - | - | - | na | (778,023) | (778,658) |
| Transfer to water capital project fund | (1,747,394) | (1,747,394) | - | 1,747,394 | 0% | (2,780,000) | (2,780,000) |
| Transfer from workers comp. internal service fund | - | - | - | - | na | 246,850 | - |
| Appropriated net positon | - | 1,875,300 | - | (1,875,300) | 0% | - | - |
| Total other fin. sources (uses) | (1,747,394) | 127,906 | - | (127,906) | 0% | (2,527,249) | (2,774,734) |
| **Revenues and other financing sources over (under) expenditures and other financing uses** | $ - | $ - | $ 6,765,089 | $ 6,765,089 | | $ 4,498,714 | $ 4,289,498 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -**
**WATER CAPITAL PROJECT FUNDS (NON-GAAP)**
**FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | | Actual | | |
|---|---|---|---|---|
| | Project Budget | Prior Year | Current Year | Total to Date |
| **Revenues:** | | | | |
| Investment earnings | $ 120,276 | $ 170,378 | $ 6,037 | $ 176,415 |
| Investment earnings-debt proceeds | - | 233,056 | 23,918 | 256,974 |
| Assessments | 52,724 | 39,495 | - | 39,495 |
| Penalties and interest assessments | - | 13,229 | - | 13,229 |
| Total revenues | 173,000 | 456,158 | 29,955 | 486,113 |
| **Expenditures:** | | | | |
| Southeast Water Tank | 50,550 | 50,550 | - | 50,550 |
| FY16 Water Mains Top 7 and Apollo | 1,773,285 | 1,731,758 | - | 1,731,758 |
| Raw Water Mains Project | 28,683,127 | 8,855,441 | 8,346,836 | 17,202,277 |
| Shallotte Transmission Main | 5,892,000 | 260,311 | 149,681 | 409,992 |
| NW Plant Treatment Expansion 12MGD | 167,345,190 | 11,613,124 | 29,110,700 | 40,723,824 |
| 74-76 Industrial Park Water Main | 1,727,715 | 160,304 | 92,243 | 252,547 |
| 74-76 Mintz Dr. to Old Maco | 85,000 | 67,999 | - | 67,999 |
| Total expenditures | 205,556,867 | 22,739,487 | 37,699,460 | 60,438,947 |
| **Revenues over (under) expenditures** | (205,383,867) | (22,283,329) | (37,669,505) | (59,952,834) |
| **Other Financing Sources (Uses):** | | | | |
| Long term debt issued | 178,600,000 | 178,600,000 | - | 178,600,000 |
| Bond premium | 17,428,317 | 17,428,317 | - | 17,428,317 |
| Transfers from water fund | 9,510,390 | 9,510,402 | - | 9,510,402 |
| Transfers to water fund | (985,770) | (985,770) | - | (985,770) |
| Future capital projects | (952,567) | - | - | - |
| Appropriated fund balance | 1,783,497 | - | - | - |
| Total other financing sources (uses) | 205,383,867 | 204,552,949 | - | 204,552,949 |
| **Revenues and other financing sources over (under) expenditures and other financing uses** | $ - | $ 182,269,620 | $ (37,669,505) | $ 144,600,115 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)**
**FEBRUARY 28, 2021**

| | Wastewater Fund | Wastewater Capital Projects | Total |
|---|---|---|---|
| **Current Assets:** | | | |
| Cash and cash equivalents/investments | $ 31,984,390 | $ - | $ 31,984,390 |
| Restricted cash | 7,897,203 | 24,137,222 | 32,034,425 |
| Interest receivable | 1,542 | 20 | 1,562 |
| Receivables and special assessments, net | 4,378,623 | - | 4,378,623 |
| Due from other governmental agencies | 404,581 | 226,590 | 631,171 |
| Inventories | 491,722 | - | 491,722 |
| Total current assets | 45,158,061 | 24,363,832 | 69,521,893 |
| **Current Liabilities:** | | | |
| Accounts payable and other liabilities | 353,285 | - | 353,285 |
| Interest payable | 1,124,988 | - | 1,124,988 |
| Prepaid fees | 259,422 | - | 259,422 |
| Current portion of debt | 13,543,463 | - | 13,543,463 |
| Total current liabilities | 15,281,158 | - | 15,281,158 |
| **Expendable net positon** | **29,876,903** | **24,363,832** | **54,240,735** |
| **Noncurrent Items:** | | | |
| Non-depreciable capital assets | 20,319,683 | - | 20,319,683 |
| Depreciable capital assets, net | 217,503,489 | - | 217,503,489 |
| Deferred outflow | 2,164,577 | - | 2,164,577 |
| Net pension liability | (908,181) | - | (908,181) |
| Compensated absences | (211,099) | - | (211,099) |
| Total other post-employment liability | (6,737,820) | - | (6,737,820) |
| Non-current portion of debt | (116,646,131) | - | (116,646,131) |
| Deferred inflow | (956,069) | - | (956,069) |
| Total net positon | $ 144,405,352 | $ 24,363,832 | $ 168,769,184 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)**
**FOR THE PERIOD ENDED FEBRUARY 28, 2021 AND THE YEAR ENDED JUNE 30, 2020**
**WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

| | Original Budget | Current Budget | February 28, 2021 | Variance Positive (Negative) | % of Budget | June 30, 2020 | February 28, 2020 |
|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | |
| User charges | $ 26,786,837 | $ 26,786,837 | $ 20,194,569 | $ (6,592,268) | 75% | $ 29,958,550 | $ 17,410,520 |
| ARRA interest subsidy | - | - | - | - | na | 31,775 | 31,775 |
| Investment earnings | 125,000 | 125,000 | 16,897 | (108,103) | 14% | 293,843 | 264,309 |
| Restricted intergovernmental | - | - | 24,052 | 24,052 | na | 702,748 | 484,682 |
| Other | 309,000 | 342,176 | 193,429 | (148,747) | 57% | 706,090 | 307,605 |
| Total revenues | 27,220,837 | 27,254,013 | 20,428,947 | (6,825,066) | 75% | 31,693,006 | 18,498,891 |
| **Expenditures:** | | | | | | | |
| Salaries | 3,040,169 | 3,076,863 | 2,032,134 | 1,044,729 | 66% | 2,883,904 | 1,955,102 |
| Fringe benefits | 1,419,905 | 1,434,594 | 913,906 | 520,688 | 64% | 1,271,696 | 856,811 |
| Operating expenditures | 4,309,033 | 5,097,586 | 2,599,861 | 2,497,725 | 51% | 4,195,006 | 2,823,927 |
| Repairs and maintenance | 1,857,000 | 2,017,737 | 1,368,319 | 649,418 | 68% | 1,901,835 | 1,154,978 |
| Capital outlay | 3,602,000 | 4,008,760 | 1,393,262 | 2,615,498 | 35% | 4,919,454 | 3,622,584 |
| **Debt Service:** | | | | | | | |
| Principal | 12,396,931 | 12,391,788 | 662,650 | 11,729,138 | 5% | 10,499,224 | 792,929 |
| Interest | 4,618,884 | 4,624,027 | 2,298,705 | 2,325,322 | 50% | 3,889,717 | 1,682,056 |
| Total expenditures | 31,243,922 | 32,651,355 | 11,268,837 | 21,382,518 | 35% | 29,560,836 | 12,888,387 |
| **Revenues over (under) expenditures** | (4,023,085) | (5,397,342) | 9,160,110 | 14,557,452 | -170% | 2,132,170 | 5,610,504 |
| **Other Financing Sources (Uses):** | | | | | | | |
| Issuance of long-term debt | - | - | - | - | na | 15,336,000 | 15,336,000 |
| Premiums on bonds issued | - | - | - | - | na | 163,155 | 163,155 |
| Paments to escrow agent for refunded bonds | - | - | - | - | na | (15,382,482) | (15,382,482) |
| Transfer to wastewater capital project | - | (618,809) | (618,809) | - | 100% | (1,239,512) | (1,220,687) |
| Transfer from wastewater capital project | 1,128,000 | 1,128,000 | 1,085,020 | (42,980) | 96% | 300,346 | 185,820 |
| Transfer from workers comp. internal service fund | - | - | - | - | na | 91,951 | - |
| Appropriated net positon | 2,895,085 | 4,888,151 | - | (4,888,151) | 0% | - | - |
| Total other fin. sources (uses) | 4,023,085 | 5,397,342 | 466,211 | (4,931,131) | 9% | (730,542) | (918,194) |
| **Revenues and other financing sources over (under) expenditures and other financing uses** | $ - | $ - | $ 9,626,321 | $ 9,626,321 | | $ 1,401,628 | $ 4,692,310 |

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**
**WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)**
**FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2021**

| | | Actual | | |
|---|---|---|---|---|
| | Project Budget | Prior Years | Current Year | Total to Date |
| **Revenues:** | | | | |
| Assessments | $ 557,053 | $ 557,052 | $ - | $ 557,052 |
| SAD interest and penalties | 99,017 | 102,512 | - | 102,512 |
| Investment earnings | 169,630 | 169,373 | 348 | 169,721 |
| Investment earnings-debt proceeds | - | 450,884 | (33,063) | 417,821 |
| West Brunswick Regional WWTP Southport Contribution | 2,630,000 | - | - | - |
| Total revenues | 3,455,700 | 1,279,821 | (32,715) | 1,247,106 |
| **Expenditures:** | | | | |
| WBRWWTF Expansion Southport | 2,630,000 | 1,037,975 | 151,942 | 1,189,917 |
| NEBRWWTP Expansion | 45,714,971 | 12,998,628 | 12,268,040 | 25,266,668 |
| NEBRWWTP East Transmission Main | 3,616,997 | 1,909,552 | 214,580 | 2,124,132 |
| NEBRWWTP WestTransmission Main | 2,891,839 | 2,231,350 | 263,692 | 2,495,042 |
| Ocean Ridge Reclaimed Water Main | 115,800 | - | - | - |
| Sea Trail WWTP | 147,000 | - | - | - |
| Total expenditures | 55,116,607 | 18,177,505 | 12,898,254 | 31,075,759 |
| **Revenues over (under) expenditures** | (51,660,907) | (16,897,684) | (12,930,969) | (29,828,653) |
| **Other Financing Sources (Uses):** | | | | |
| Long term debt issued | 44,980,000 | 44,980,000 | - | 44,980,000 |
| Bond premium | 7,243,807 | 7,243,806 | - | 7,243,806 |
| Transfer from wastewater fund | 6,067,642 | 5,448,837 | 618,809 | 6,067,646 |
| Transfer to wastewater fund | (8,668,274) | (7,540,274) | (1,085,020) | (8,625,294) |
| Future capital projects | (2,142,864) | - | - | - |
| Appropriated fund balance | 4,180,596 | - | - | - |
| Total other financing sources (uses) | 51,660,907 | 50,132,369 | (466,211) | 49,666,158 |
| **Revenues and other financing sources over (under) expenditures and other financing uses** | $ - | $ 33,234,685 | $ (13,397,180) | $ 19,837,505 |

## Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of February 28, 2021. It reports that the County had $278.6 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $201.0 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.04%.

**BRUNSWICK COUNTY**
**SUMMARY OF CASH AND INVESTMENTS**
**AS OF FEBRUARY 28, 2021**

| | Purchase Date | Maturity Date | Book Value | Total Book Value | % of Portfolio | Yield |
|---|---|---|---|---|---|---|
| **Unrestricted Cash and Investments** | | | | | | |
| Checking & Petty Cash | | | | | | |
| Petty Cash | | | $ 6,200 | | | 0.00% |
| BB&T | | | 65,561,536 | | | 0.00% |
| Total Checking & Petty Cash | | | | $ 65,567,736 | 14% | |
| Money Markets / Savings | | | | | | |
| BB&T Money Rate Savings | | | 122,892,645 | | | 0.10% |
| SunTrust Money Market | | | 5,063,280 | | | 0.01% |
| Total Money Markets / Savings | | | | $ 127,955,925 | 27% | |
| Certificates of Deposit / CDARS | | | | | | |
| First Bank | 9/28/20 | 3/28/21 | 21,208,114 | | | 0.15% |
| Total Certificates of Deposit / CDARS | | | | $ 21,208,114 | 4% | |
| NC Capital Management Trust - Government Portfolio | | | | $ 63,895,808 | 13% | 0.01% |
| **Total Unrestricted Cash and Investments** | | | | **$ 278,627,583** | | |
| **Restricted Cash and Investments** | | | | | | |
| Bond Proceeds & Debt Reserve Fund | | | | | | |
| NC Capital Management Trust-Government Portfolio | | | $ 199,388,799 | | 42% | 0.01% |
| BB&T General Fund Restricted | | | | | | |
| Restricted for Revaluation | | | 214,566 | | 0% | 0.00% |
| Restricted for Holden Beach Debt | | | 1,370,040 | | 0% | 0.00% |
| **Total Restricted Cash and Investments** | | | | **$ 200,973,405** | | |
| **Grand Total All Cash and Investments** | | | | **$ 479,600,989** | **100%** | **0.04%** |

| **Cash Balances:** | |
|---|---|
| General Fund | **$ 142,921,934** |
| County Capital Reserve Fund | **27,100,274** |
| School Capital Projects Fund | **12,048,586** |
| Water Fund | **41,185,930** |
| Water Capital Reserve Fund | **995,600** |
| Wastewater Fund | **31,984,389** |
| Wastewater Capital Reserve Fund | **2,682,144** |

## Key Indicators of Revenues and Expenditures

Presented on the Brunswick County Government website are charts with actual history, current month actual and annual budget information for major revenues and expenditures in both the enterprise and general funds.

**County of Brunswick**
**Ad Valorem and Motor Vehicle Tax Revenues**

**PRIOR YEARS AD VALOREM TAX REVENUE**

| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| July | 546,345 | 305,329 | 377,089 | 414,438 | 297,635 | | 401,391 | 35% | |
| Aug | 438,769 | 324,296 | 420,293 | 345,102 | 270,439 | | 176,083 | -35% | |
| Sept | 870,663 | 262,164 | 419,816 | 269,452 | 205,209 | | 197,004 | -4% | |
| Oct | 267,307 | 208,607 | 207,830 | 315,241 | 168,570 | | 168,939 | 0% | |
| Nov | 204,432 | 207,774 | 235,025 | 244,032 | 268,715 | | 198,542 | -26% | |
| Dec | 391,210 | 46,595 | 203,220 | 412,058 | 190,359 | | 287,344 | 51% | |
| Jan | 381,705 | 305,760 | 189,817 | 214,920 | 293,817 | | 213,357 | -27% | |
| Feb | 301,199 | 427,181 | 337,199 | 258,244 | 317,056 | | 263,765 | -17% | |
| Mar | 362,693 | 370,146 | 378,028 | 288,344 | 194,186 | | | | |
| Apr | 278,448 | 296,216 | 307,480 | 155,194 | 168,582 | | | | |
| May | 248,619 | 260,659 | 218,586 | 135,962 | 122,872 | | | | |
| June | 207,251 | 490,189 | 257,695 | 167,843 | 155,982 | | | | |
| Total | 4,498,641 | 3,504,916 | 3,552,078 | 3,220,830 | 2,653,422 | 2,200,000 | 1,906,425 | | 87% |

**CURRENT YEAR AD VALOREM TAX REVENUE**

| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| July | 102,981 | 141,121 | 5,141,356 | 7,655,126 | 8,464,387 | | 11,426,822 | 35% | |
| Aug | 12,440,150 | 15,853,299 | 14,003,220 | 13,213,303 | 15,145,908 | | 14,811,590 | -2% | |
| Sept | 7,799,492 | 6,433,818 | 6,763,894 | 5,259,838 | 7,225,241 | | 9,666,084 | 34% | |
| Oct | 9,641,217 | 9,896,672 | 17,631,294 | 10,487,256 | 12,078,923 | | 6,344,889 | -47% | |
| Nov | 21,420,290 | 23,944,507 | 17,678,530 | 28,069,669 | 30,675,338 | | 37,436,947 | 22% | |
| Dec | 33,684,730 | 24,416,021 | 20,728,131 | 19,916,780 | 28,966,741 | | 28,595,685 | -1% | |
| Jan | 15,517,607 | 23,377,586 | 26,045,100 | 26,931,609 | 23,866,807 | | 22,854,561 | -4% | |
| Feb | 1,937,509 | 2,086,134 | 2,100,604 | 2,490,412 | 2,522,834 | | 2,696,145 | 7% | |
| Mar | 811,691 | 957,399 | 928,997 | 1,078,484 | 795,566 | | | | |
| Apr | 496,119 | 466,309 | 533,520 | 572,320 | 440,218 | | | | |
| May | 326,905 | 341,102 | 588,170 | 331,238 | 377,697 | | | | |
| June | 278,132 | 560,206 | 396,426 | 261,232 | 387,011 | | | | |
| Total | 104,456,823 | 108,474,174 | 112,539,242 | 116,267,267 | 130,946,671 | 133,894,868 | 133,832,723 | | 100% |

**CURRENT YEAR MOTOR VEHICLE TAX REVENUE**

| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| July | 504,379 | 603,858 | 611,857 | 671,914 | 735,512 | | 865,948 | 18% | |
| Aug | 486,317 | 657,269 | 652,753 | 723,623 | 697,838 | | 792,070 | 14% | |
| Sept | 464,133 | 579,331 | 542,846 | 448,121 | 540,459 | | 837,937 | 55% | |
| Oct | 543,146 | 507,568 | 544,226 | 666,358 | 707,908 | | 822,381 | 16% | |
| Nov | 383,693 | 471,246 | 499,198 | 576,498 | 706,266 | | 633,461 | -10% | |
| Dec | 452,656 | 464,226 | 501,030 | 543,041 | 675,364 | | 746,091 | 10% | |
| Jan | 477,267 | 523,460 | 557,142 | 685,653 | 729,042 | | 785,852 | 8% | |
| Feb | 465,452 | 485,610 | 572,728 | 600,556 | 632,979 | | | | |
| Mar | 560,194 | 654,797 | 631,825 | 665,643 | 668,762 | | | | |
| Apr | 575,935 | 550,623 | 624,293 | 676,850 | 600,272 | | | | |
| May | 547,365 | 595,819 | 634,860 | 709,996 | 640,499 | | | | |
| June | 570,403 | 627,536 | 651,911 | 709,693 | 691,320 | | | | |
| Total | 6,030,941 | 6,721,343 | 7,024,669 | 7,677,946 | 8,026,221 | 7,517,500 | 5,483,740 | | 73% |

**County of Brunswick**
**Local Option Sales Tax Revenues**

**ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)**

| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| July | 969,548 | 986,394 | 1,049,718 | 1,252,130 | 1,373,725 | | 1,553,767 | 13% | |
| Aug | 1,093,465 | 1,224,865 | 1,289,737 | 1,329,792 | 1,425,459 | | 1,612,392 | 13% | |
| Sept | 938,050 | 952,042 | 978,445 | 938,675 | 1,173,168 | | 1,328,479 | 13% | |
| Oct | 596,241 | 752,088 | 864,937 | 680,715 | 734,132 | | 1,191,688 | 62% | |
| Nov | 604,948 | 635,873 | 767,798 | 871,829 | 935,348 | | 1,090,992 | 17% | |
| Dec | 561,448 | 626,293 | 698,356 | 576,321 | 790,721 | | 1,048,030 | 33% | |
| Jan | 585,079 | 436,031 | 558,342 | 775,353 | 820,652 | | | | |
| Feb | 497,550 | 613,865 | 613,581 | 755,861 | 773,827 | | | | |
| Mar | 603,870 | 588,222 | 547,868 | 746,104 | 759,800 | | | | |
| Apr | 742,268 | 815,552 | 800,559 | 917,784 | 910,261 | | | | |
| May | 756,471 | 837,814 | 794,102 | 966,306 | 892,802 | | | | |
| June | 778,076 | 833,600 | 910,785 | 1,041,564 | 1,186,228 | | | | |
| Total | 8,727,014 | 9,302,639 | 9,874,229 | 10,852,434 | 11,776,122 | 9,304,445 | 7,825,348 | | 84% |

**ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)**

| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| July | 564,929 | 594,375 | 631,075 | 703,995 | 750,371 | | 858,173 | 14% | |
| Aug | 541,745 | 517,985 | 596,047 | 601,502 | 712,368 | | 808,739 | 14% | |
| Sept | 502,456 | 577,305 | 597,606 | 646,891 | 734,652 | | 767,789 | 5% | |
| Oct | 514,691 | 551,928 | 614,008 | 639,392 | 704,618 | | 813,391 | 15% | |
| Nov | 481,606 | 544,444 | 562,350 | 635,351 | 731,594 | | 796,614 | 9% | |
| Dec | 509,491 | 583,254 | 636,108 | 692,311 | 725,423 | | 832,617 | 15% | |
| Jan | 619,735 | 667,322 | 699,734 | 736,094 | 769,355 | | | | |
| Feb | 444,943 | 477,316 | 527,845 | 561,192 | 627,025 | | | | |
| Mar | 466,949 | 512,277 | 512,954 | 577,546 | 636,198 | | | | |
| Apr | 564,837 | 625,842 | 658,044 | 749,898 | 721,696 | | | | |
| May | 560,378 | 588,735 | 607,640 | 697,346 | 625,357 | | | | |
| June | 547,458 | 550,848 | 660,846 | 722,096 | 717,955 | | | | |
| Total | 6,319,219 | 6,791,631 | 7,304,257 | 7,963,614 | 8,456,612 | 6,595,205 | 4,877,323 | | 74% |

**ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)**

| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| July | 609,693 | 631,292 | 673,530 | 789,002 | 860,370 | | 977,927 | 14% | |
| Aug | 657,139 | 711,398 | 766,949 | 788,633 | 868,474 | | 986,372 | 14% | |
| Sept | 576,690 | 610,962 | 631,968 | 632,656 | 767,824 | | 851,555 | 11% | |
| Oct | 430,066 | 514,766 | 588,455 | 517,955 | 565,888 | | 808,230 | 43% | |
| Nov | 423,295 | 464,016 | 527,365 | 599,197 | 662,923 | | 757,703 | 14% | |
| Dec | 412,136 | 471,285 | 522,056 | 488,465 | 597,475 | | 750,922 | 26% | |
| Jan | 459,158 | 415,344 | 482,885 | 591,453 | 625,627 | | | | |
| Feb | 363,409 | 430,959 | 448,839 | 522,450 | 556,763 | | | | |
| Mar | 417,515 | 430,745 | 414,149 | 525,003 | 553,242 | | | | |
| Apr | 512,728 | 569,042 | 575,072 | 658,475 | 650,981 | | | | |
| May | 515,232 | 566,462 | 554,566 | 661,360 | 608,865 | | | | |
| June | 519,548 | 551,091 | 622,799 | 701,865 | 769,351 | | | | |
| Total | 5,896,609 | 6,367,362 | 6,808,632 | 7,476,514 | 8,087,784 | 6,097,742 | 5,132,709 | | 84% |

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick**
**Occupancy Tax Revenues**

| Occupancy Tax County and Municipal (104930-327000 and -327001) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 358,430 | 427,339 | 354,812 | 458,624 | 431,392 | | 294,802 | -32% | |
| Aug | 338,197 | 281,756 | 302,684 | 78,606 | 242,265 | | 468,661 | 93% | |
| Sept | 124,409 | 52,634 | 206,775 | 335,404 | 215,488 | | 261,168 | 21% | |
| Oct | 52,475 | 105,459 | 41,724 | 71,490 | 71,643 | | 117,150 | 64% | |
| Nov | 42,872 | 35,359 | 49,419 | 37,420 | 52,189 | | 124,681 | 139% | |
| Dec | 19,105 | 29,523 | 25,730 | 52,499 | 40,899 | | 41,634 | 2% | |
| Jan | 21,360 | 23,088 | 29,151 | 33,004 | 36,395 | | 52,627 | 45% | |
| Feb | 20,704 | 21,918 | 31,404 | 36,711 | 40,439 | | | | |
| Mar | 40,456 | 33,329 | 41,682 | 48,766 | 24,387 | | | | |
| Apr | 39,274 | 75,775 | 80,581 | 60,920 | 19,599 | | | | |
| May | 81,914 | 99,108 | 110,150 | 138,430 | 74,613 | | | | |
| June | 275,292 | 273,477 | 320,356 | 376,807 | 418,691 | | | | |
| Total | 1,414,489 | 1,458,765 | 1,594,467 | 1,728,681 | 1,667,999 | 1,910,000 | 1,360,723 | | 71% |

**County of Brunswick**
**Water Fund Revenues**

| WATER RETAIL SALES REVENUE (617110-371316) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 467,682 | 474,405 | 469,373 | 505,818 | 591,725 | | 523,514 | -12% | |
| Aug | 533,018 | 585,205 | 598,346 | 550,056 | 600,391 | | 670,354 | 12% | |
| Sept | 506,507 | 552,130 | 509,091 | 483,455 | 557,746 | | 602,195 | 8% | |
| Oct | 419,248 | 455,542 | 436,731 | 468,436 | 505,182 | | 545,696 | 8% | |
| Nov | 353,122 | 356,558 | 400,272 | 395,448 | 547,927 | | 473,672 | -14% | |
| Dec | 357,715 | 358,875 | 401,470 | 360,250 | 412,440 | | 448,165 | 9% | |
| Jan | 289,804 | 326,617 | 330,727 | 345,037 | 396,758 | | 392,757 | -1% | |
| Feb | 318,297 | 322,884 | 424,539 | 344,991 | 383,230 | | 399,325 | 4% | |
| Mar | 307,249 | 318,405 | 338,275 | 368,390 | 330,184 | | | | |
| Apr | 302,211 | 317,943 | 323,228 | 295,003 | 349,132 | | | | |
| May | 379,472 | 407,205 | 404,362 | 397,617 | 405,038 | | | | |
| June | 448,286 | 481,962 | 458,544 | 576,215 | 457,978 | | | | |
| Total | 4,682,610 | 4,957,731 | 5,094,958 | 5,090,716 | 5,537,731 | 5,200,000 | 4,055,678 | | 78% |

| IRRIGATION REVENUE (617110-371319) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 242,180 | 274,655 | 303,891 | 272,157 | 499,622 | | 377,696 | -24% | |
| Aug | 328,242 | 391,161 | 364,814 | 318,911 | 553,720 | | 382,832 | -31% | |
| Sept | 378,978 | 402,057 | 341,474 | 241,677 | 540,455 | | 472,949 | -12% | |
| Oct | 281,554 | 312,823 | 245,944 | 316,475 | 468,263 | | 425,114 | -9% | |
| Nov | 159,040 | 170,875 | 230,786 | 171,308 | 480,292 | | 318,977 | -34% | |
| Dec | 92,834 | 79,215 | 194,433 | 137,776 | 288,809 | | 236,541 | -18% | |
| Jan | 30,866 | 53,423 | 75,964 | 44,935 | 54,445 | | 78,562 | 44% | |
| Feb | 17,443 | 17,281 | 42,193 | 12,900 | 21,440 | | 51,705 | 141% | |
| Mar | 10,977 | 23,304 | 26,984 | 10,834 | 15,547 | | | | |
| Apr | 20,209 | 33,613 | 25,042 | 20,209 | 25,833 | | | | |
| May | 91,362 | 111,147 | 80,405 | 91,368 | 136,556 | | | | |
| June | 255,276 | 294,456 | 171,484 | 547,092 | 179,548 | | | | |
| Total | 1,908,962 | 2,164,010 | 2,103,414 | 2,185,642 | 3,264,530 | 2,900,000 | 2,344,376 | | 81% |

| WATER WHOLESALE REVENUE (617110-371317) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 571,447 | 549,891 | 502,369 | 648,595 | 706,223 | | 680,405 | -4% | |
| Aug | 726,527 | 662,991 | 739,238 | 657,834 | 829,608 | | 788,526 | -5% | |
| Sept | 571,125 | 593,390 | 580,350 | 714,447 | 714,837 | | 656,650 | -8% | |
| Oct | 419,668 | 467,518 | 439,291 | 391,422 | 624,590 | | 614,944 | -2% | |
| Nov | 372,683 | 315,869 | 468,542 | 452,905 | 597,115 | | 547,120 | -8% | |
| Dec | 278,846 | 329,525 | 415,210 | 401,300 | 420,180 | | 437,859 | 4% | |
| Jan | 271,780 | 271,848 | 461,637 | 300,896 | 378,791 | | 378,543 | 0% | |
| Feb | 243,372 | 293,671 | 254,055 | 329,861 | 346,753 | | 352,029 | 2% | |
| Mar | 258,696 | 257,119 | 297,083 | 304,562 | 320,726 | | | | |
| Apr | 298,786 | 315,449 | 374,571 | 356,824 | 391,888 | | | | |
| May | 347,571 | 381,741 | 399,036 | 442,050 | 463,838 | | | | |
| June | 423,069 | 723,529 | 625,328 | 794,773 | 582,778 | | | | |
| Total | 4,783,570 | 5,162,541 | 5,556,710 | 5,795,469 | 6,377,327 | 5,000,000 | 4,456,076 | | 89% |

**County of Brunswick**
**Water Fund Revenues**

| WATER INDUSTRIAL REVENUE (617110-371318) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 206,044 | 193,363 | 171,810 | 220,490 | 189,253 | | 182,261 | -4% | |
| Aug | 198,496 | 176,628 | 242,014 | 216,454 | 206,096 | | 203,154 | -1% | |
| Sept | 223,590 | 177,912 | 227,218 | 234,523 | 206,417 | | 175,903 | -15% | |
| Oct | 183,414 | 141,672 | 208,907 | 112,229 | 184,682 | | 196,762 | 7% | |
| Nov | 153,158 | 153,071 | 213,605 | 190,551 | 215,263 | | 196,202 | -9% | |
| Dec | 126,460 | 140,427 | 181,314 | 194,601 | 133,730 | | 183,074 | 37% | |
| Jan | 199,431 | 156,917 | 209,780 | 129,208 | 75,047 | | 195,035 | 160% | |
| Feb | 177,624 | 144,230 | 145,744 | 169,457 | 330,804 | | 173,101 | -48% | |
| Mar | 194,456 | 163,680 | 162,151 | 160,850 | 125,412 | | | | |
| Apr | 179,557 | 153,967 | 200,376 | 138,655 | 203,438 | | | | |
| May | 173,827 | 125,676 | 182,242 | 171,195 | 187,763 | | | | |
| June | 173,052 | 126,581 | 250,422 | 166,681 | 187,056 | | | | |
| Total | 2,189,109 | 1,854,124 | 2,395,583 | 2,104,894 | 2,244,961 | 1,900,000 | 1,505,492 | | 79% |

| WATER BASE SERVICE CHARGE REVENUE (617110-371308) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 451,901 | 470,153 | 487,562 | 504,765 | 525,317 | | 546,494 | 4% | |
| Aug | 451,462 | 475,932 | 489,608 | 507,711 | 524,696 | | 459,642 | -12% | |
| Sept | 453,419 | 476,892 | 490,840 | 508,083 | 526,261 | | 640,453 | 22% | |
| Oct | 454,580 | 476,516 | 493,066 | 512,632 | 528,995 | | 553,211 | 5% | |
| Nov | 455,559 | 475,832 | 494,282 | 512,064 | 526,349 | | 554,711 | 5% | |
| Dec | 464,316 | 477,375 | 495,252 | 513,738 | 529,100 | | 553,984 | 5% | |
| Jan | 463,597 | 480,043 | 496,679 | 514,422 | 529,586 | | 557,207 | 5% | |
| Feb | 465,506 | 481,021 | 498,450 | 515,996 | 525,462 | | 561,584 | 7% | |
| Mar | 468,084 | 483,538 | 501,888 | 517,084 | 540,691 | | | | |
| Apr | 469,366 | 482,955 | 500,982 | 518,320 | 536,522 | | | | |
| May | 469,402 | 485,236 | 505,223 | 521,211 | 541,995 | | | | |
| June | 490,097 | 506,112 | 522,511 | 542,329 | 565,179 | | | | |
| Total | 5,557,289 | 5,771,605 | 5,976,343 | 6,188,355 | 6,400,153 | 6,500,000 | 4,427,286 | | 68% |

| WATER TAPS AND CONNECTION REVENUE (617180-371305) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 88,015 | 79,919 | 83,631 | 98,990 | 92,524 | | 104,217 | 13% | |
| Aug | 63,122 | 73,809 | 104,621 | 97,268 | 83,810 | | 136,856 | 63% | |
| Sept | 79,297 | 69,412 | 81,193 | 43,844 | 82,803 | | 115,699 | 40% | |
| Oct | 60,271 | 60,061 | 91,599 | 86,568 | 94,890 | | 112,961 | 19% | |
| Nov | 57,337 | 77,525 | 99,482 | 73,282 | 73,114 | | 119,892 | 64% | |
| Dec | 50,315 | 59,843 | 54,196 | 61,096 | 83,464 | | 95,350 | 14% | |
| Jan | 68,391 | 63,308 | 74,470 | 88,359 | 75,364 | | 162,630 | 116% | |
| Feb | 58,684 | 88,268 | 65,659 | 111,682 | 140,452 | | 99,798 | -29% | |
| Mar | 61,178 | 89,333 | 143,953 | 103,540 | 89,886 | | | | |
| Apr | 88,286 | 76,900 | 79,001 | 120,681 | 55,484 | | | | |
| May | 62,668 | 86,057 | 97,222 | 105,635 | 64,074 | | | | |
| June | 89,289 | 88,308 | 88,973 | 106,785 | 64,804 | | | | |
| Prior Year's Adj | | | | | (160,000) | | | | |
| Total | 826,853 | 912,743 | 1,064,000 | 1,097,730 | 1,000,669 | 450,000 | 947,403 | | 211% |

**County of Brunswick**
**Water Fund Revenues**

| WATER CAPITAL RECOVERY REVENUE (619100-371404) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 175,282 | 82,430 | 82,749 | 167,036 | 121,501 | | 137,818 | 13% | |
| Aug | 107,350 | 87,643 | 120,522 | 155,663 | 85,320 | | 103,863 | 22% | |
| Sept | 80,372 | 137,586 | 114,051 | 45,363 | 85,192 | | 119,232 | 40% | |
| Oct | 100,031 | 53,152 | 83,126 | 89,233 | 187,338 | | 100,884 | -46% | |
| Nov | 80,907 | 89,642 | 128,155 | 84,568 | 81,404 | | 125,863 | 55% | |
| Dec | 67,996 | 49,323 | 40,491 | 65,826 | 98,693 | | 141,178 | 43% | |
| Jan | 68,194 | 53,168 | 70,156 | 80,237 | 212,681 | | 195,284 | -8% | |
| Feb | 83,303 | 80,368 | 43,033 | 108,298 | 126,263 | | 152,086 | 20% | |
| Mar | 55,590 | 83,957 | 142,979 | 126,088 | 144,952 | | | | |
| Apr | 103,546 | 191,678 | 78,156 | 136,336 | 54,925 | | | | |
| May | 72,757 | 110,980 | 93,189 | 108,079 | 53,432 | | | | |
| June | 131,407 | 89,349 | 111,500 | 112,809 | 173,356 | | | | |
| Total | 1,126,735 | 1,109,276 | 1,108,107 | 1,279,536 | 1,425,057 | 688,000 | 1,076,208 | | 156% |

| WATER TRANSMISSION LINE REVENUE (619800-371309) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 42,850 | 29,279 | 34,402 | 55,946 | 39,806 | | 51,532 | 29% | |
| Aug | 35,126 | 24,946 | 42,390 | 39,850 | 31,354 | | 39,432 | 26% | |
| Sept | 27,267 | 31,882 | 42,063 | 18,567 | 31,475 | | 44,492 | 41% | |
| Oct | 24,152 | 26,858 | 33,713 | 35,876 | 65,131 | | 38,196 | -41% | |
| Nov | 26,653 | 37,187 | 52,512 | 32,990 | 29,678 | | 46,531 | 57% | |
| Dec | 22,399 | 25,429 | 23,427 | 25,114 | 36,150 | | 47,704 | 32% | |
| Jan | 28,002 | 25,978 | 28,493 | 36,370 | 77,458 | | 64,031 | -17% | |
| Feb | 25,571 | 35,550 | 24,480 | 44,692 | 58,888 | | 51,372 | -13% | |
| Mar | 21,952 | 36,122 | 53,897 | 41,813 | 54,147 | | | | |
| Apr | 34,849 | 28,496 | 33,669 | 50,545 | 23,926 | | | | |
| May | 21,459 | 30,911 | 35,926 | 38,462 | 23,723 | | | | |
| June | 48,349 | 29,625 | 40,209 | 40,830 | 63,536 | | | | |
| Total | 358,629 | 362,263 | 445,181 | 461,055 | 535,272 | 232,000 | 383,290 | | 165% |

**County of Brunswick**
**Wastewater Fund Revenues**

| WASTEWATER RETAIL SALES REVENUE (627210-371405) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 735,074 | 791,640 | 805,054 | 872,549 | 1,033,355 | | 1,178,919 | 14% | |
| Aug | 779,627 | 874,819 | 933,343 | 918,675 | 1,063,547 | | 1,153,679 | 8% | |
| Sept | 772,094 | 837,178 | 835,710 | 889,327 | 1,038,172 | | 1,143,466 | 10% | |
| Oct | 706,281 | 773,191 | 813,375 | 848,410 | 1,016,846 | | 1,105,444 | 9% | |
| Nov | 686,159 | 735,391 | 792,739 | 834,354 | 1,120,192 | | 1,062,364 | -5% | |
| Dec | 724,587 | 753,597 | 801,946 | 827,199 | 839,603 | | 1,067,872 | 27% | |
| Jan | 700,776 | 739,484 | 778,549 | 823,964 | 982,576 | | 1,028,993 | 5% | |
| Feb | 705,035 | 740,280 | 835,392 | 825,743 | 957,436 | | 1,052,992 | 10% | |
| Mar | 712,260 | 747,301 | 776,766 | 823,196 | 939,142 | | | | |
| Apr | 708,854 | 744,239 | 786,370 | 825,562 | 963,854 | | | | |
| May | 737,235 | 765,249 | 826,002 | 940,447 | 968,081 | | | | |
| June | 868,150 | 834,436 | 905,605 | 1,157,941 | 1,126,957 | | | | |
| Total | 8,836,132 | 9,336,805 | 9,890,851 | 10,587,367 | 12,049,761 | 11,500,000 | 8,793,729 | | 76% |

| WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 114,000 | 76,350 | 108,000 | 216,000 | 227,406 | | 262,361 | 15% | |
| Aug | 97,000 | 152,000 | 133,000 | 202,100 | 158,000 | | 199,361 | 26% | |
| Sept | 73,000 | 84,450 | 95,750 | 80,000 | 133,000 | | 187,027 | 41% | |
| Oct | 57,000 | 95,775 | 185,275 | 156,000 | 221,000 | | 151,600 | -31% | |
| Nov | 104,000 | 136,000 | 210,480 | 92,000 | 104,575 | | 214,583 | 105% | |
| Dec | 80,000 | 109,000 | 84,000 | 131,900 | 252,000 | | 267,888 | 6% | |
| Jan | 108,400 | 117,775 | 113,840 | 209,000 | 163,712 | | 317,301 | 94% | |
| Feb | 119,375 | 164,450 | 97,250 | 121,000 | 236,980 | | 306,000 | 29% | |
| Mar | 100,000 | 103,050 | 276,486 | 205,000 | 144,478 | | | | |
| Apr | 134,320 | 104,000 | 168,614 | 156,000 | 195,285 | | | | |
| May | 69,000 | 110,545 | 140,000 | 218,658 | 163,993 | | | | |
| June | 82,625 | 189,500 | 132,000 | 224,000 | 109,800 | | | | |
| Total | 1,138,720 | 1,442,895 | 1,744,695 | 2,011,658 | 2,110,229 | - | 1,906,121 | | #DIV/0! |

| WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 454,950 | 185,127 | 219,750 | 452,432 | 262,301 | | 403,076 | 54% | |
| Aug | 240,374 | 131,836 | 402,208 | 287,165 | 242,580 | | 324,206 | 34% | |
| Sept | 132,623 | 183,719 | 337,302 | 120,331 | 206,331 | | 365,057 | 77% | |
| Oct | 156,607 | 205,927 | 268,123 | 269,318 | 548,140 | | 294,779 | -46% | |
| Nov | 125,525 | 270,061 | 392,249 | 125,062 | 226,861 | | 398,706 | 76% | |
| Dec | 94,524 | 154,451 | 186,084 | 173,249 | 261,012 | | 363,938 | 39% | |
| Jan | 172,304 | 196,396 | 218,124 | 289,652 | 230,092 | | 522,147 | 127% | |
| Feb | 150,635 | 214,802 | 134,813 | 320,135 | 405,333 | | 372,289 | -8% | |
| Mar | 139,552 | 233,802 | 411,900 | 296,269 | 414,943 | | | | |
| Apr | 218,469 | 210,136 | 271,541 | 355,535 | 158,173 | | | | |
| May | 246,595 | 205,427 | 313,000 | 274,019 | 139,759 | | | | |
| June | 337,635 | 214,635 | 259,250 | 276,101 | 168,900 | | | | |
| Total | 2,469,793 | 2,406,319 | 3,414,344 | 3,239,268 | 3,264,425 | 600,000 | 3,044,198 | | 507% |

**County of Brunswick**
**Wastewater Fund Revenues**

| WASTEWATER TRANSMISSION LINE FEES (629800-371309) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ANNUAL BUDGET 2020-21 | ACTUAL 2020-21 | CY Actual % Change of Same PY Month | % of ANNUAL BUDGET |
| July | 106,434 | 60,709 | 69,520 | 149,044 | 86,684 | | 130,012 | 50% | |
| Aug | 74,794 | 44,611 | 104,289 | 90,413 | 73,566 | | 101,360 | 38% | |
| Sept | 50,210 | 59,236 | 107,773 | 39,518 | 64,381 | | 120,738 | 88% | |
| Oct | 50,872 | 66,644 | 75,363 | 86,302 | 180,566 | | 94,263 | -48% | |
| Nov | 44,845 | 83,049 | 122,632 | 39,649 | 74,453 | | 130,869 | 76% | |
| Dec | 31,511 | 47,819 | 52,692 | 54,696 | 91,528 | | 119,197 | 30% | |
| Jan | 54,659 | 67,463 | 68,707 | 95,136 | 75,597 | | 174,506 | 131% | |
| Feb | 44,213 | 68,932 | 49,027 | 104,837 | 199,392 | | 124,639 | -37% | |
| Mar | 44,521 | 77,931 | 133,296 | 97,992 | 138,568 | | | | |
| Apr | 70,828 | 61,376 | 83,511 | 121,059 | 51,437 | | | | |
| May | 49,882 | 61,474 | 98,665 | 91,916 | 46,534 | | | | |
| June | 109,443 | 68,211 | 78,581 | 88,282 | 60,775 | | | | |
| Total | 732,212 | 767,455 | 1,044,056 | 1,058,844 | 1,143,481 | 200,000 | 995,584 | | 498% |

**County of Brunswick**
**Water and Wastewater Number of Customers**

| NUMBER OF WATER RETAIL CUSTOMERS | | | | | | | |
|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ACTUAL 2020-21 | Change |
| July | 37,165 | 38,912 | 40,199 | 41,676 | 42,979 | 44,682 | 99 |
| Aug | 37,303 | 39,036 | 40,345 | 41,855 | 43,169 | 45,244 | 562 |
| Sept | 37,398 | 39,155 | 40,518 | 41,896 | 43,258 | 45,380 | 136 |
| Oct | 37,418 | 39,238 | 40,581 | 41,973 | 43,338 | 45,517 | 137 |
| Nov | 38,133 | 39,338 | 40,758 | 42,186 | 43,460 | 45,726 | 209 |
| Dec | 38,209 | 39,466 | 40,908 | 42,291 | 43,632 | 45,914 | 188 |
| Jan | 38,318 | 39,573 | 40,982 | 42,379 | 43,703 | 46,090 | 176 |
| Feb | 38,415 | 39,690 | 41,094 | 42,466 | 44,122 | | |
| Mar | 38,448 | 39,736 | 41,248 | 42,481 | 44,248 | | |
| Apr | 38,587 | 39,894 | 41,365 | 42,647 | 44,345 | | |
| May | 38,704 | 39,998 | 41,402 | 42,725 | 44,443 | | |
| June | 38,760 | 40,101 | 41,557 | 42,934 | 44,583 | | |
| Average | 38,072 | 39,511 | 40,913 | 42,292 | 43,773 | 45,508 | 1,507 |

| NUMBER OF WASTEWATER RETAIL CUSTOMERS | | | | | | | |
|---|---|---|---|---|---|---|---|
| Month | ACTUAL 2015-16 | ACTUAL 2016-17 | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ACTUAL 2020-21 | Change |
| July | 14,556 | 15,862 | 16,695 | 17,861 | 18,822 | 19,904 | 79 |
| Aug | 14,632 | 15,878 | 16,758 | 17,925 | 18,930 | 20,383 | 479 |
| Sept | 14,682 | 15,940 | 16,908 | 18,011 | 19,004 | 20,475 | 92 |
| Oct | 14,708 | 16,014 | 17,017 | 18,023 | 19,040 | 20,569 | 94 |
| Nov | 15,269 | 16,070 | 17,026 | 18,083 | 19,157 | 20,648 | 79 |
| Dec | 15,357 | 16,157 | 17,193 | 18,145 | 19,215 | 20,758 | 110 |
| Jan | 15,382 | 16,235 | 17,241 | 18,206 | 19,242 | 20,848 | 90 |
| Feb | 15,460 | 16,295 | 17,300 | 18,331 | 19,551 | | |
| Mar | 15,498 | 16,371 | 17,471 | 18,449 | 19,647 | | |
| Apr | 15,593 | 16,506 | 17,549 | 18,681 | 19,721 | | |
| May | 15,651 | 16,537 | 17,675 | 18,741 | 19,785 | | |
| June | 15,847 | 16,579 | 17,719 | 18,816 | 19,825 | | |
| Average | 15,220 | 16,204 | 17,213 | 18,273 | 19,328 | 20,512 | 1,023 |

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

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

**From:**
David Stanley, Deputy County Manager for HHS

Health and Human Services - BSRI - Council of Governments Grant Agreement for Evidence Based Health Promotion FY2020 - 2021

**Issue/Action Requested:**
Request that the Board of Commissioners approve the Grant Agreement for the Provision of Title III-D Health Promotion/Disease Prevention Evidence Based Health Promotion FY 2020-2021 ending June 30, 2021.

**Background/Purpose of Request:**
This grant agreement would provide BSRI with funding in the amount of $15,673 for evidence based disease prevention and health promotion programing. The matching funds requested are covered by the concurrent year's County Allocation to BSRI.

Title III-D of the Older Americans Act was established in 1987. It provides grants to states and territories based on their share of the population aged 60 and older for programs that support healthy lifestyles and promote healthy behaviors. Evidence-based disease prevention and health promotion programs reduce the need for more costly medical interventions.

Staff recommends approval of the grant agreement.

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

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the Grant Agreement for the Provision of Title III-D Health Promotion/Disease Prevention Evidence Based Health Promotion FY 2020-2021 ending June 30, 2021.

**ATTACHMENTS:**

Description

- FY 2020-2021 Grant Agreement Title III-D Health Promotion Disease Prevention

# Mailed 2/4/21

Addressee:
David Stanley, Executive Director Health & Human Services.
25 COURTHOUSE DRIVE, BUILDING A
PO BOX 9
BOLIVIA, NC 28422

Re: SFY 2020/2021 Evidence Based Health Promotion Contract (requires County Official signature) - 2 Copies

Message:
Please review and forward as appropriate. Contract requires the signature of the authorized official of the County providing matching funds. There are two originals, please have all sets signed and mail directly to Ginny Brinson in the enclosed envelope. Please email me a copy of the executed contract.

As in the past, any matching funds requests that occur with AAA / HCCBG programs are covered by the concurrent year's County Allocation to BSRI.

Thank you for your assistance with this 2020/2021 Evidence Based Health Promotion execution.

Judith Benson, CPA, CFO
Brunswick Senior Resources, Inc.
jbenson.bsri@gmail.com

Brunswick Senior Resources, Inc.
Making a Difference

(910) 754-2300 x 1009
(910) 754-9269 (fax)
(910) 512-1301 (mobile)

Area Agency On Aging
Cape Fear Council of Governments

January 21, 2021

Yvette Gosline
Chief Operating Officer
Brunswick Senior Resources, Inc.
The Brunswick Center at Leland
121 Town Hall Drive NE
Leland, NC 28451

Dear Yvette:

Thank you for returning the Title lll-D Evidence Based Health Promotion Funding Application Package for FY 2021. Your application has been accepted, and as a result, two original contracts for the Federal Title III-D Health Promotion/Disease Prevention funds are enclosed.

Please have both originals signed by the appropriate officials (pages are "flagged" that require signatures), and return both to me by February 26, 2021. I will forward your fully executed original shortly thereafter.

Thank you for your cooperation and your continued support of senior adults in Brunswick County.

Sincerely,

Ginny Brinson

Ginny Brinson
Aging Program Specialist

Enclosures - 2

**GRANT AGREEMENT FOR**
**TITLE III-D HEALTH PROMOTION/DISEASE PREVENTION**
**EVIDENCE BASED HEALTH PROMOTION FY 2020-2021**

## I. PARTIES TO THE CONTRACT

This agreement is made and entered into this _____ day of _____ 2021 between the CAPE FEAR COUNCIL OF GOVERNMENTS, hereinafter referred to as the "CFCOG," and BRUNSWICK SENIOR RESOURCES, INC. hereinafter referred to as the "Grantee."

## II. EFFECTIVE PERIOD OF CONTRACT

This contract shall be effective July 1, 2020 and shall terminate on June 30, 2021.

## III. GENERAL PROVISIONS

Subject to the terms and conditions hereinafter set forth, the CFCOG agrees to grant Title III-D Health Promotion/Disease Prevention funds per the NC Division of Aging and Adult Services intrastate funding formula to the Grantee for the purpose of providing Evidence Based Health Promotion activities for senior adults described herein and in accordance with the NC Division of Aging and Adult Services Title III-D Aging Service Standards as well as Title III-D Health Promotion and Disease Prevention Revision: Administrative Letter No. DAAS-12-05, dated April 24, 2012. The terms set forth in this agreement for payment are contingent upon availability of funding.

## IV. GRANT AMOUNT

The total payment under this contract shall not exceed $15,673.00 for disease prevention and health promotion. The Grantee is accountable for ensuring the local cash matching requirement for $1,741.00 is provided.

## V. DOCUMENTATION OF EXPENSES

The Grantee shall maintain full and complete documentation of all expenses associated with performing Title III-D activities. Documentation in the form of paid invoices and canceled checks shall be submitted to the CFCOG at the time of the reimbursement request. Grantee shall maintain all financial and program records for a period of three (3) years from the date of final payment under this agreement.

## VI. COMPENSATION AND PAYMENTS TO GRANTEE

The Grantee shall be compensated for the services and/or activities actually performed under this contract by a line item accounting showing how these grant funds were expended. Payments will be made monthly upon request for reimbursement by Grantee. Reimbursement requests, along with paid invoices, must be submitted to the CFCOG no later than the fifth working day of the month in order to be considered for payment at the end of that month. Final invoices must be at the CFCOG offices no later than 5 p.m. on June 30, 2021. Any invoices received after that time will not be considered for payment.

Payment of funds will be based upon the Aging Resources Management System (ARMS) Provider Reimbursement Report (ZGA370-7). The CFCOG will forward payment of the approved budget expenditure at the end of each month.

## VII. REALLOCATION OF GRANT FUNDS

It is understood and agreed, that in the event that the Grantee's rate of progress on this contract is leading to underutilization of the funds allocated, and if the Grantee cannot demonstrate how funds will be fully utilized during the contract period, then, upon notice to the Grantee, the Council may decrease the total compensation to be paid hereunder in order to reallocate funds to other Grantees.

## VIII. AMENDMENTS AND REPROGRAMMING OF FUNDS

This contract may be modified by written amendment at any time. It is understood and agreed that, in the event that the amount of funds received from the NC Division of Aging and Adult Services is reduced or increased from the amount(s) quoted, the CFCOG may, in turn, decrease or increase the total compensation and reimbursement to be paid. Such changes, including any increase or decrease in the amount of the Grantee's compensation shall be incorporated in written amendments to this contract and signed by both parties.

## IX. MONITORING, AUDITING, AND REPORTING

The Grantee agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and 2 CFR Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the CFCOG. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than $500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

| Annual Expenditures | Report Required to AAA | Allowable Cost for Reporting |
|---|---|---|

| | | |
|---|---|---|
| Less than $25,000 in State or Federal funds | Certification form and State Grants Compliance Reporting <$25,000 (item # 11, Activities and Accomplishments does not have to be completed)<br>OR<br>Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) | N/A |
| Greater than $25,000 and less than $500,000 in State funds or $750,000 in Federal funds | Certification form and Schedule of Grantee Receipts >$25,000 and Schedule of Receipts and Expenditures<br>OR<br>Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) | N/A |
| $500,000 or more in State funds but less than $750,000 in Federal pass through funds | Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) | May use State funds, but not Federal Funds |
| $500,000 or more in State funds and $750,000 or more in Federal pass through funds | Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit) | May use State and Federal funds |
| Less than $500,000 in State funds and $750,000 or more in Federal pass through funds | Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit) | May use Federal funds, but not State funds. |

Representatives of the CFCOG and the NC Division of Aging and Adult Services may at any reasonable times review and inspect the service activities and data collected pursuant to this Agreement. All reports and computations prepared by or for the Grantee shall be made available to authorized representatives of the CFCOG, and the NC Division of Aging and Adult Services for inspection and review at any reasonable time in the Grantee's office. Approval and acceptance of such material shall not relieve the Grantee of its professional obligation to discover and correct, at its expense, any errors found in the work.

It is further understood that the community service providers are responsible to the CFCOG for clarifying any audit exceptions that may arise from any CFCOG assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the CFCOG or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Grantee shall promptly repay such funds to the CFCOG once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the CFCOG is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the CFCOG enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the CFCOG is responsible for any disallowed

costs. The Grantee or CFCOG can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of 2 CFR Part 200, requirements of 45 CFR Part 1321 and 45 CFR Part 92, or state eligibility requirements as specified in policy.

To ensure adequate review and evaluation of the work and proper coordination among interested parties, the CFCOG shall be kept fully informed concerning the progress of the work and services to be performed. Grantee agrees to submit to the CFCOG, each quarter, a list of those EBHP required programs that have been provided and what outreach activities (for example: media efforts) have been expended in order to increase capacity to serve the county with EBHP. CFCOG staff will conduct on-site assessments and may also make unannounced visits for the purpose of evaluating the Grantee's work.

## X. COMPLIANCE WITH TITLE VI & VIII OF CIVIL RIGHTS ACT, SECTION 504 OF THE REHABILITATION ACT, AND AMERICANS WITH DISABILITIES ACT

The Grantee shall comply with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles and the ADA for both personnel employed and clients served.

## XI. CONFLICT OF INTEREST

The Grantee expressly states that he presently has not interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Grantee shall not employ any person having such interest during the performance of this contract.

## XII. CONFIDENTIALITY

Any reports, recipient information, data, or other materials given to or prepared or assembled by the Grantee under this Agreement which the CFCOG requests to be kept confidential shall not be made available to any individual or organization by the Grantee without prior written approval of the CFCOG.

## XIII. INDEMNITY

Grantee shall indemnify and hold the CFCOG, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or an account of property damages arising out of or relating to the work to be performed by the Grantee hereunder, resulting from the negligence of or the willful act of omission of the Grantee, his agents, employees, and subcontractors.

## XIV. ATTENDANCE AT REGION O AREA AGENCY ON AGING MEETINGS

The Grantee, upon request of the AAA Administrator/Designee, will make efforts to attend any committee or special meeting relating to the project.

## XV. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement or if the Grantee shall violate any of the covenant, agreements or stipulations of this Agreement, the CFCOG shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof. The date of notice shall be at least fifteen (15) days before the effective date of such termination.

The Grantee shall have the right to terminate this Agreement by giving the CFCOG written notice of such termination at least 15 days prior to the effective date of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall, at the option of the CFCOG, become its property. The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

**IN WITNESS THEREOF, THE CAPE FEAR COUNCIL OF GOVERNMENTS AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.**

**CAPE FEAR COUNCIL OF GOVERNMENTS:**

By: _____
Allen Serkin, Executive Director

By: _____
Holly Pilson, Area Agency on Aging Director

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

_____
Dawn Tucker, Finance Officer

**GRANTEE:**

Brunswick Senior Resources, Inc — 01-0656674
Name of Organization — Organization SSAN and/or Federal Tax ID No.

By: _____
Authorized Lead Agency Official

By: _____
Authorized Official of County or Organization Providing Matching Funds

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

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

**From:**
David Stanley, HHS Executive Director

Health and Human Services - Health Services - AA-716 Revision 1 - COVID-19 Vaccination Program

**Issue/Action Requested:**
Request that the Board of Commissioners approve the agreement addendum revision and authorize the Health Director's executing signature on the form.

**Background/Purpose of Request:**
As part of the "Consolidated Appropriations Act, 2021", North Carolina received funding to assist with local health departments' COVID-19 vaccination planning and implementation of mass COVID-19 vaccination. This supplemental funding will be used to support and strengthen critical immunization planning and implementation requirements and activities to ensure effective, efficient, and equitable vaccination of the state-wide population.

Additional funding provided to the Local Health Department should be used to support expanding vaccine clinics, reaching out to those for whom vaccine is recommended, training providers and partners on the appropriate storage and handling of the vaccine, equipping health care providers to discuss the vaccine and administer it to patients, ensuring adequate clinic staff availability, and ensuring systems can track vaccines administered and provide recall tracking and notification to complete vaccine series.

The total value of this addendum funding is $360,124.00.

Staff recommends approval of the agreement addendum.

**Fiscal Impact:**
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the agreement addendum revision and authorize the Health Director's executing signature on the form.

**ATTACHMENTS:**

Description

- AA-716 R1 - Vaccination Program
- 20210315 Budget Amendment AA-716 COVID-19 Vaccine.pdf

# Division of Public Health
# Agreement Addendum
# FY 20-21



| | |
|---|---|
| Brunswick County Health and Human Services<br>**Local Health Department Legal Name** | Women's and Children's Health Section / Immunization Branch<br>**DPH Section / Branch Name** |
| 716 CDC COVID-19 Vaccination Program<br>**Activity Number and Description** | Misheema Morrissey, 919-707-5556<br>misheema.morrissey@dhhs.nc.gov<br>**DPH Program Contact**<br>(name, phone number, and email) |
| 01/01/2021 – 05/31/2021<br>**Service Period** | **DPH Program Signature** **Date**<br>(only required for a negotiable agreement addendum) |
| 02/01/2021 – 06/30/2021<br>**Payment Period** | |

☐ **Original Agreement Addendum**
☒ **Agreement Addendum Revision # 1**

**I. Background:**

*As of March 1, 2021, this Agreement Addendum Revision #1* ***adds the following paragraph****:*

As part of the "Consolidated Appropriations Act, 2021", North Carolina received funding to assist with local health departments' COVID-19 vaccination planning and implementation of mass COVID-19 vaccination. This supplemental funding will be used to support and strengthen critical immunization planning and implementation requirements and activities to ensure effective, efficient, and equitable vaccination of the statewide population.

**II. Purpose:**

*As of March 1, 2021, this Agreement Addendum Revision #1* ***adds the following paragraph****:*

Additional funding provided to the Local Health Department should be used to support expanding vaccine clinics, reaching out to those for whom vaccine is recommended, training providers and partners on the appropriate storage and handling of the vaccine, equipping health care providers to discuss the vaccine and administer it to patients, ensuring adequate clinic staff availability, and ensuring systems can track vaccines administered and provide recall tracking and notification to complete vaccine series.

**III. Scope of Work and Deliverables:**

*As of March 1, 2021, this Agreement Addendum Revision #1* ***adds Paragraphs 14–20,*** *as follows:*

14. Use *Attachment C, Monthly Performance and Activity Reporting* as a guide for monthly metrics reporting of new activities that occurred during the reporting month.

Health Director Signature (use blue ink) Date

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name:
Phone number with area code:
Email address:

**Signature on this page signifies you have read and accepted all pages of this document.**

15. Ensure vaccine administration sites have appropriate capabilities to address adverse events, including anaphylaxis.
16. Ensure equitable distribution and administration of COVID-19 vaccines by monitoring vaccination coverage among population subgroups, identifying populations and areas with low coverage, by implementing and evaluating interventions, and by directing vaccine and vaccination efforts to increase coverage.
17. Increase vaccine confidence through education, outreach, and partnerships. Enhance messaging (including through translation) to promote COVID-19 vaccination, especially among underserved and vulnerable populations.
18. Monitor and manage the COVID-19 vaccine supply in the LHD jurisdiction and ensure that the vaccine is broadly available across the jurisdiction, including in the places where it is needed most.
19. Partner with local transit agency, ridesharing companies, taxi, volunteers, or other transportation options to provide rides to and from the COVID-19 vaccination sites for low-income people, the uninsured and people living in underserved communities.
20. Partner with community organizations in areas most impacted by high COVID-19 morbidity and mortality to provide educational support, PPE, and supplies as needed.

**IV. Performance Measures/Reporting Requirements:**

*As of March 1, 2021, this Agreement Addendum Revision #1* ***adds Paragraph 4****, as follows:*

4. LHD shall complete a monthly online survey to report performance metrics and activities. ***Attachment C, Monthly Performance and Activity Reporting*** serves as a guide for compiling metrics for monthly reporting. Each month's survey must be completed by the 20th day of the following month.

*As of March 1, 2021, this Agreement Addendum Revision #1* ***adds Attachment C****, on page 4 of this Revision, to the Agreement Addendum.*

**V. Performance Monitoring and Quality Assurance:**

No change.

**VI. Funding Guidelines or Restrictions:**

*Retroactive to January 1, 2021, this Agreement Addendum Revision #1* ***adds Paragraphs 3–5****, as follows:*

3. 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); and/or the Consolidated Appropriations Act, 2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-266), the LHD agrees as applicable to the award, to:
    a. comply with existing and/or future directives and guidance from the HHS 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, 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.

d. Provide, through NC DHHS to CDC, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding.

4. 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
        1) 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/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii

5. 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
        2) 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-IP19-1901 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

**Attachment C**
**Monthly Performance and Activity Reporting – FY 2020–2021**

Use this Attachment C as a guide for compiling monthly performance and activity metrics. LHDs will receive a monthly online survey to report on the activities listed in this Attachment C. This online survey **must be completed each month by the 20th day of the following month** and should contain monthly metrics of new activities that occurred during the reporting month.

| **Monthly Performance and Activity Reporting Categories** | **Reporting Guide** |
|---|---|
| New public health workers hired and/or related contracts executed. | Report the number of FTEs and/or contractors hired, and the number of related contracts executed during the reporting month. |
| Strike teams, mobile clinics, or temporary off-site clinics. | Report the number of strike teams, mobile or temporary off-site clines held during the reporting month in underserved communities. |
| Supplies/equipment, by type, purchased. | Report the number of supplies and equipment purchased during the reporting month in the following three categories:<br>1) Vaccine storage and handling (i.e., temperature monitors devices, freezers, other);<br>2) Vaccine transport (i.e., mobile vaccine storage units);<br>3) Vaccine administration (i.e., needles, syringes, PPE, other). |
| COVID-19 communication / education activities. | Describe any COVID-19 communication / education activities, including among underserved and racial and ethnic minority populations, during the reporting month. |
| Vaccine monitoring. | Describe work to monitor COVID-19 vaccine supply ensuring that vaccine is where it is most needed. |

**FY21 Activity:** 716 CDC COVID-19 Vaccination Program **Supplement 2**

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

| CFDA #: 93.268 | Federal awd date: NGA date | Is award R&D? no | FAIN: NH23IP922624 | Total amount of fed awd: $ 127384689 |
|---|---|---|---|---|

CFDA name: 93.268 – Immunization Cooperative Agreements

Fed award project description: CDC-RFA-IP19-901 Immunization and Vaccines for Children

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a % %

| Subrecipient | Subrecipient DUNS | Fed funds for This **Supplement** | Total of All Fed Funds for This **Activity** |
|---|---|---|---|
| Alamance | 965194483 | 426931 | 489746 |
| Albemarle | 130537822 | 764404 | 965796 |
| Alexander | 030495105 | 136640 | 166481 |
| Anson | 847163029 | 107201 | 133698 |
| Appalachian | 780131541 | 367365 | 452055 |
| Beaufort | 091567776 | 157387 | 189585 |
| Bladen | 084171628 | 128187 | 157068 |
| Brunswick | 091571349 | 360124 | 415351 |
| Buncombe | 879203560 | 640523 | 727600 |
| Burke | 883321205 | 256749 | 300233 |
| Cabarrus | 143408289 | 523092 | 596830 |
| Caldwell | 948113402 | 238402 | 279802 |
| Carteret | 058735804 | 209913 | 248077 |
| Caswell | 077846053 | 103561 | 129645 |
| Catawba | 083677138 | 408485 | 469205 |
| Chatham | 131356607 | 217983 | 257064 |
| Cherokee | 130705072 | 116219 | 143741 |
| Clay | 145058231 | 76370 | 99365 |
| Cleveland | 879924850 | 274252 | 319725 |
| Columbus | 040040016 | 177630 | 212127 |
| Craven | 091564294 | 284327 | 330944 |
| Cumberland | 123914376 | 800442 | 905684 |
| Dare | 082358631 | 133686 | 163192 |
| Davidson | 077839744 | 430222 | 493411 |
| Davie | 076526651 | 147211 | 178253 |
| Duplin | 095124798 | 185203 | 220561 |
| Durham | 088564075 | 753843 | 853792 |
| Edgecombe | 093125375 | 169260 | 202807 |
| Foothills | 782359004 | 359666 | 429161 |
| Forsyth | 105316439 | 901202 | 1017889 |
| Franklin | 084168632 | 203841 | 241316 |
| Gaston | 071062186 | 549910 | 626694 |
| Graham | 020952383 | 69648 | 91880 |
| Granville-Vance | 063347626 | 340819 | 408173 |
| Greene | 091564591 | 97556 | 122958 |
| Guilford | 071563613 | 1258678 | 1415971 |
| Halifax | 014305957 | 166609 | 199855 |
| Harnett | 091565986 | 351232 | 405449 |
| Haywood | 070620232 | 192140 | 228286 |
| Henderson | 085021470 | 314328 | 364353 |
| Hoke | 091563643 | 172129 | 206001 |
| Hyde | 832526243 | 61758 | 83094 |
| Iredell | 074504507 | 454283 | 520205 |
| Jackson | 019728518 | 149118 | 180377 |
| Johnston | 097599104 | 501920 | 573253 |
| Jones | 095116935 | 73063 | 95683 |
| Lee | 067439703 | 187705 | 223347 |
| Lenoir | 042789748 | 178607 | 213215 |
| Lincoln | 086869336 | 241705 | 283481 |
| Macon | 070626825 | 131660 | 160936 |
| Madison | 831052873 | 100580 | 126325 |
| MTW | 087204173 | 239748 | 309942 |
| Mecklenburg | 074498353 | 2511821 | 2811456 |
| Montgomery | 025384603 | 112478 | 139575 |
| Moore | 050988146 | 274818 | 320355 |
| Nash | 050425677 | 265627 | 310120 |
| New Hanover | 040029563 | 575339 | 655012 |
| Northampton | 097594477 | 96637 | 121935 |
| Onslow | 172663270 | 499545 | 570608 |
| Orange | 139209659 | 379285 | 436688 |
| Pamlico | 097600456 | 80218 | 103650 |
| Pender | 100955413 | 190623 | 226596 |
| Person | 091563718 | 140950 | 171281 |
| Pitt | 080889694 | 453627 | 519475 |
| Polk | 079067930 | 98712 | 124245 |
| Randolph | 027873132 | 375917 | 432938 |
| Richmond | 070621339 | 152239 | 183852 |
| Robeson | 082367871 | 347676 | 401489 |
| Rockingham | 077847143 | 257527 | 301100 |
| Rowan | 074494014 | 370753 | 427187 |
| Sampson | 825573975 | 194963 | 231429 |
| Scotland | 091564146 | 130852 | 160036 |
| Stanly | 131060829 | 193246 | 229517 |
| Stokes | 085442705 | 155119 | 187059 |
| Surry | 077821858 | 215649 | 254465 |
| Swain | 146437553 | 82667 | 106378 |
| Toe River | 113345201 | 267023 | 340316 |
| Transylvania | 030494215 | 129429 | 158451 |
| Union | 079051637 | 575830 | 655559 |
| Wake | 019625961 | 2470760 | 2765732 |
| Warren | 030239953 | 95389 | 120545 |
| Wayne | 040036170 | 332075 | 384116 |
| Wilkes | 067439950 | 208142 | 246105 |
| Wilson | 075585695 | 235367 | 276423 |
| Yadkin | 089910624 | 136180 | 165969 |

**DPH-Aid-To-Counties** **For Fiscal Year: 20/21** **Budgetary Estimate Number : 1**

| Activity 716<br><br>Service Period<br><br>Payment Period | | AA | 1331<br>629B<br>4Q<br><br>01/01-05/31<br><br>02/01-06/30 | 1331<br>639B<br>P7<br><br>03/01-05/31<br><br>04/01-06/30 | Proposed Total | New Total |
|---|---|---|---|---|---|---|
| 01 Alamance | * | 1 | 0 | 426,931 | 426,931 | 489,746 |
| D1 Albemarle | * | 1 | 0 | 764,404 | 764,404 | 965,796 |
| 02 Alexander | * | 1 | 0 | 136,640 | 136,640 | 166,481 |
| 04 Anson | * | 1 | 0 | 107,201 | 107,201 | 133,698 |
| D2 Appalachian | * | 1 | 0 | 367,365 | 367,365 | 452,055 |
| 07 Beaufort | * | 1 | 0 | 157,387 | 157,387 | 189,585 |
| 09 Bladen | * | 1 | 0 | 128,187 | 128,187 | 157,068 |
| 10 Brunswick | * | 1 | 0 | 360,124 | 360,124 | 415,351 |
| 11 Buncombe | * | 1 | 0 | 640,523 | 640,523 | 727,600 |
| 12 Burke | * | 1 | 0 | 256,749 | 256,749 | 300,233 |
| 13 Cabarrus | * | 1 | 0 | 523,092 | 523,092 | 596,830 |
| 14 Caldwell | * | 1 | 0 | 238,402 | 238,402 | 279,802 |
| 16 Carteret | * | 1 | 0 | 209,913 | 209,913 | 248,077 |
| 17 Caswell | * | 1 | 0 | 103,561 | 103,561 | 129,645 |
| 18 Catawba | * | 1 | 0 | 408,485 | 408,485 | 469,205 |
| 19 Chatham | * | 1 | 0 | 217,983 | 217,983 | 257,064 |
| 20 Cherokee | * | 1 | 0 | 116,219 | 116,219 | 143,741 |
| 22 Clay | * | 1 | 0 | 76,370 | 76,370 | 99,365 |
| 23 Cleveland | * | 1 | 0 | 274,252 | 274,252 | 319,725 |
| 24 Columbus | * | 1 | 0 | 177,630 | 177,630 | 212,127 |
| 25 Craven | * | 1 | 0 | 284,327 | 284,327 | 330,944 |
| 26 Cumberland | * | 1 | 0 | 800,442 | 800,442 | 905,684 |
| 28 Dare | * | 1 | 0 | 133,686 | 133,686 | 163,192 |
| 29 Davidson | * | 1 | 0 | 430,222 | 430,222 | 493,411 |
| 30 Davie | * | 1 | 0 | 147,211 | 147,211 | 178,253 |
| 31 Duplin | * | 1 | 0 | 185,203 | 185,203 | 220,561 |
| 32 Durham | * | 1 | 0 | 753,843 | 753,843 | 853,792 |
| 33 Edgecombe | * | 1 | 0 | 169,260 | 169,260 | 202,807 |
| D7 Foothills | * | 1 | 0 | 359,666 | 359,666 | 429,161 |
| 34 Forsyth | * | 1 | 0 | 901,202 | 901,202 | 1,017,889 |
| 35 Franklin | * | 1 | 0 | 203,841 | 203,841 | 241,316 |
| 36 Gaston | * | 1 | 0 | 549,910 | 549,910 | 626,694 |
| 38 Graham | * | 1 | 0 | 69,648 | 69,648 | 91,880 |
| D3 Gran-Vance | * | 1 | 0 | 340,819 | 340,819 | 408,173 |
| 40 Greene | * | 1 | 0 | 97,556 | 97,556 | 122,958 |
| 41 Guilford | * | 1 | 0 | 1,258,678 | 1,258,678 | 1,415,971 |
| 42 Halifax | * | 1 | 0 | 166,609 | 166,609 | 199,855 |
| 43 Harnett | * | 1 | 0 | 351,232 | 351,232 | 405,449 |
| 44 Haywood | * | 1 | 0 | 192,140 | 192,140 | 228,286 |
| 45 Henderson | * | 1 | 0 | 314,328 | 314,328 | 364,353 |
| 46 Hertford | | | 0 | 0 | 0 | 0 |
| 47 Hoke | * | 1 | 0 | 172,129 | 172,129 | 206,001 |
| 48 Hyde | * | 1 | 0 | 61,758 | 61,758 | 83,094 |
| 49 Iredell | * | 1 | 0 | 454,283 | 454,283 | 520,205 |
| 50 Jackson | * | 1 | 0 | 149,118 | 149,118 | 180,377 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 51 Johnston | * | 1 | 0 | 501,920 | 501,920 | 573,253 |
| 52 Jones | * | 1 | 0 | 73,063 | 73,063 | 95,683 |
| 53 Lee | * | 1 | 0 | 187,705 | 187,705 | 223,347 |
| 54 Lenoir | * | 1 | 0 | 178,607 | 178,607 | 213,215 |
| 55 Lincoln | * | 1 | 0 | 241,705 | 241,705 | 283,481 |
| 56 Macon | * | 1 | 0 | 131,660 | 131,660 | 160,936 |
| 57 Madison | * | 1 | 0 | 100,580 | 100,580 | 126,325 |
| D4 M-T-W | * | 0 | 0 | 239,748 | 239,748 | 309,942 |
| 60 Mecklenburg | * | 1 | 0 | 2,511,821 | 2,511,821 | 2,811,456 |
| 62 Montgomery | * | 1 | 0 | 112,478 | 112,478 | 139,575 |
| 63 Moore | * | 1 | 0 | 274,818 | 274,818 | 320,355 |
| 64 Nash | * | 1 | 0 | 265,627 | 265,627 | 310,120 |
| 65 New Hanover | * | 1 | 0 | 575,339 | 575,339 | 655,012 |
| 66 Northampton | * | 1 | 0 | 96,637 | 96,637 | 121,935 |
| 67 Onslow | * | 1 | 0 | 499,545 | 499,545 | 570,608 |
| 68 Orange | * | 1 | 0 | 379,285 | 379,285 | 436,688 |
| 69 Pamlico | * | 1 | 0 | 80,218 | 80,218 | 103,650 |
| 71 Pender | * | 1 | 0 | 190,623 | 190,623 | 226,596 |
| 73 Person | * | 1 | 0 | 140,950 | 140,950 | 171,281 |
| 74 Pitt | * | 1 | 0 | 453,627 | 453,627 | 519,475 |
| 75 Polk | * | 1 | 0 | 98,712 | 98,712 | 124,245 |
| 76 Randolph | * | 1 | 0 | 375,917 | 375,917 | 432,938 |
| 77 Richmond | * | 1 | 0 | 152,239 | 152,239 | 183,852 |
| 78 Robeson | * | 1 | 0 | 347,676 | 347,676 | 401,489 |
| 79 Rockingham | * | 1 | 0 | 257,527 | 257,527 | 301,100 |
| 80 Rowan | * | 1 | 0 | 370,753 | 370,753 | 427,187 |
| D5 R-P-M | * | | 0 | 0 | 0 | 0 |
| 82 Sampson | * | 1 | 0 | 194,963 | 194,963 | 231,429 |
| 83 Scotland | * | 1 | 0 | 130,852 | 130,852 | 160,036 |
| 84 Stanly | * | 1 | 0 | 193,246 | 193,246 | 229,517 |
| 85 Stokes | * | 1 | 0 | 155,119 | 155,119 | 187,059 |
| 86 Surry | * | 1 | 0 | 215,649 | 215,649 | 254,465 |
| 87 Swain | * | 1 | 0 | 82,667 | 82,667 | 106,378 |
| D6 Toe River | * | 1 | 0 | 267,023 | 267,023 | 340,316 |
| 88 Transylvania | * | 1 | 0 | 129,429 | 129,429 | 158,451 |
| 90 Union | * | 1 | 0 | 575,830 | 575,830 | 655,559 |
| 92 Wake | * | 1 | 0 | 2,470,760 | 2,470,760 | 2,765,732 |
| 93 Warren | * | 1 | 0 | 95,389 | 95,389 | 120,545 |
| 96 Wayne | * | 1 | 0 | 332,075 | 332,075 | 384,116 |
| 97 Wilkes | * | 1 | 0 | 208,142 | 208,142 | 246,105 |
| 98 Wilson | * | 1 | 0 | 235,367 | 235,367 | 276,423 |
| 99 Yadkin | * | 1 | 0 | 136,180 | 136,180 | 165,969 |
| Totals | | | 0 | 28,500,000 | 28,500,000 | 33,169,344 |

| | |
|---|---|
| Sign and Date - DPH Program Administrator<br>Mskeema Morrissey 2-22-2021 | Sign and Date - DPH Section Chief<br>Sarah B Dozier |
| Sign and Date - DPH Contracts Office<br>Gremeko Stuart 2/23/2021 | Sign and Date - DPH Budget Officer<br>Patti Ward 2/26/2021 |

| Request Info | |
|---|---|
| **Type** | Budget Amendment |
| **Description** | Health AA-716 COVID Vaccine |
| **Justification** | Board Meeting 3/15/2021-Appropriate $306,124 of federal revenues for agreement addendum for activity 716-CDC COVID-19 Vaccination Program to help support activities associated with COVID-19 mass vaccination planning and implementation. |
| **Originator** | TIFFANY ROGERS |

| Items | | | | | | |
|---|---|---|---|---|---|---|
| Department | Object | Dept Desc | Object Desc | Amount | Incr/Decr | Dr/Cr |
| 135186 | 331000 | Bioterrorism Preparedness | Federal Revenues | 306124 | Increase | Credit |
| 135186 | 465510 | Bioterrorism Preparedness | Grant Subsidy-COVID-19 | 306124 | Increase | Debit |

| Total | |
|---|---|
| **Grand Total:** | 612248 |

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

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

**From:**
David Stanley, Deputy County Manager for HHS

Health and Human Services - Health Services - FY 21-22 State Consolidated Agreement Approval

**Issue/Action Requested:**
Request that the Board of Commissioners approve the consolidated agreement for FY 21-22 between the State of North Carolina and Brunswick County Health Services.

**Background/Purpose of Request:**
The purpose of the annual consolidated agreement is to maintain and promote the advancement of public health in North Carolina. The provisions of the agreement constitute the terms an conditions applicable to all health service activities that receive funding from state and federal resources.

Staff recommends approval of the consolidated agreement for FY 21-22.

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

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the consolidated agreement for FY 21-22 between the State of North Carolina and Brunswick County Health Services.

**ATTACHMENTS:**

Description

- FY 21-22 Consolidated Agreement

# FY 2022 CONSOLIDATED AGREEMENT

This Agreement is made between the **North Carolina Department of Health and Human Services, Division of Public Health** (hereinafter referred to as "**DPH**") and the **Brunswick County Health and Human Services** (herein after referred to as "**LHD**") for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from June 1, 2021 to May 31, 2022 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

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

## A. LHD RESPONSIBILITIES

a. **Performance**

1. The LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable federal and North Carolina laws and regulations.

2. The LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. The LHD must negotiate these Agreement Addenda in good faith to the satisfaction of DPH representatives as part of the Agreement execution. The LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the DPH section, branch or program.

3. The LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. The LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as "LHD governing board"), and laws that have been enacted by the North Carolina General Assembly.

4. The LHD shall provide to DPH a copy of any rules adopted, amended or rescinded by the LHD governing board pursuant to NCGS § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.

5. The LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.

6. The LHD shall not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.

7. LHDs shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP), formerly known as Pregnancy Care Management (OBCM), and Care Management for At-Risk Children (CMARC), formerly known as Care Coordination for Children (CC4C). These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders or local funds.

a) Per federal CAPTA (Child Abuse Prevention and Treatment Act) requirements, a notification to the county child welfare agency must occur upon identification of an infant as "substance-affected," as defined by NC DHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.

b) Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services.

c) The LHD shall use every resource including technical assistance from the regional consultants and Women's and Children's Health (WCH) Section to resolve issues to prevent care gaps and discontinuation of services.

d) In the event that the LHD determines it cannot directly provide CMHRP and/or CMARC, the LHD shall:

1) Notify the DPH Director in writing of the LHD's intention to discontinue the service at least 90 days in advance of any planned action.
2) Cooperate with DPH in identifying another LHD that can provide these care management services.
3) Provide a written plan to the DPH Director outlining the agreed-upon terms for the transition.

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

8. The LHD shall notify the DPH Director if any of the following occurs:

a) there is a legal name change to the LHD

b) the LHD becomes part of a consolidated human services agency, a district or a public health authority

c) there is any other governance change, or

d) the LHD is not subject to the NC Human Resources Act.

Notification should be in writing, within the next business day, and provide an organization chart and any relevant supporting documents reflecting the changes.

9. The LHD shall assure DPH that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure is increased annually based on a federally accepted inflation index. This revised baseline figure has been calculated and is provided as Attachment A to this Consolidated Agreement for the LHD's use in budget preparation.

10. The LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources' Local Government Schedules records retention policy (https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules) and in accordance with the retention of those records as described in Section D., Paragraph f. Records resulting from these services shall not be destroyed, purged or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal

Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

b. **Data/Reporting**

1. The LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by NCGS § 130A-34.2, the LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. The LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. The LHD shall provide access to patient records to authorized staff from DPH for technical consultation, program monitoring, and program evaluation, as specified by this Agreement, Agreement Addenda for State-funded budgets, statute, and North Carolina Administrative Code.
4. The LHD shall share data with DPH to support public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party's data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.
5. The LHD shall provide Network and internet access at its facilities (or to the county network where desired) in order to:
    a) Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA) and Electronic Birth Registration System (EBRS).
    b) Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
    c) Access DPH training material and information used for training staff, including access to webinars
    d) Maintain a secure infrastructure for remote data entry in the LHDs
    e) Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. The LHD may utilize security products (i.e., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the DPH network.

7. LHDs shall be responsible to report all privacy and security breaches that may affect DPH data and surveillance systems to DPH as soon as possible but no later than 24 hours from discovery of the breach. This may include but is not limited to Ransomware attacks, malicious code execution, or network breaches. LHDs access to DPH data and surveillance systems may be limited or turned off until proof of remediation is supplied by the LHD.

c. **Assessments and Plans**

1. The LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:

a) A comprehensive community health assessment (CHA) at least every four years, for each county or health district. The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and the local community health coalitions and shall include the collection and analysis of primary data at the county and district level (if such exists), secondary data from the State Center for Health Statistics (SCHS) and other sources, and an assessment and analysis of community resources. The CHA shall identify a list of community health problems based on the assessment. Each identified problem shall be prioritized and described in the narrative. The CHA will include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1. The CHA is due on the first Monday in March following the year of assessment. Community Health Improvement Plans (CHIPs), which shall be submitted no later than six months after the completion of the comprehensive community health assessment (CHA). CHIPs are due by the first Monday in September following the year of assessment.

1) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.

2) The CHIP shall be data driven and use results-based accountability to focus on both population and program accountability. Specifically, results, indicators, programs, and performance measures must be included.

3) The CHIP shall be aligned with the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.

4) The CHIP shall be updated at least annually and monitor performance.

5) CHIPs can persist across CHA-CHIP cycles when:

a. the health problem persists and continues to be a priority;

b. new interventions are needed; and/or

c. the interventions need to be expanded to a new target population.

6) The LHD shall use the web-based software Clear Impact Scorecard for submitting the CHIP for approval.

a. The LHD shall provide a state of the county or district health report (SOTCH) during each interim year between community assessments. The SOTCH is due by the first Monday in March in years when a CHA is not submitted.

1. The LHD shall use Clear Impact Scorecard for the SOTCH.

2. The SOTCH shall include progress made on each performance measure in the CHIP.

b) The LHD shall make a written request for any variances in submission of CHAs, CHIPs, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhhs.nc.gov.

c) Refer to guidance: https://schs.dph.ncdhhs.gov/units/ldas/cha.htm.

## B. DPH RESPONSIBILITIES

### a. Training, Consultation, and Support

1. DPH shall provide training to the LHD for the LHD's response to this Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DPH to the LHD.

2. DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.

3. DPH shall conduct liaison activities with LHDs for general problem solving and technical support.

4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the Local and Community Support (LCS) Section. Contact the Deputy Director/Section Chief, LCS. Broad content areas include, but are not limited to:
    a) Board Relations
    b) Management Teams and Staffing
    c) Policy Development
    d) Program Planning and Implementation
    e) Quality and Performance Improvement
    f) General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.

5. DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific section or branch head.

6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs via LCS: Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head LTATB.

7. DPH shall provide support and consultation to the public health workforce in LHDs, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

### b. Performance

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

2. For services of the State Laboratory of Public Health (SLPH), DPH shall:
    a) Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;

b) Ensure qualified personnel to process, analyze and report test results;

c) Ensure that the SLPH maintains CLIA certification;

d) Submit invoices to the LHDs via electronic means;

e) Collect interest (per NCGS § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and

f) Provide a qualified Laboratory Director and a Technical Consultant for LHDs' laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures and policies.

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

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

c. **Data/Reporting**

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

a) LHD-Health Services Analysis: for automated reporting of clinical service data fields.

b) Environmental Health Inspection Data System (EHIDS) (formerly NC BETS): for Food and Lodging inspection and billing data

c) Electronic surveys for gathering statewide data for external funders, as required

d) Aid-to-Counties System for reporting all local expenditures and claiming State funds

e) North Carolina Health Alert Network (HAN)

f) North Carolina Electronic Disease Surveillance System (NCEDSS)

g) North Carolina Immunization Registry (NCIR)

h) Electronic Birth Registration System (EBRS)

i) COVID-19 Community Team Outreach Tool (CCTO)

j) COVID-19 Vaccine Management System (CVMS)

k) North Carolina Database Application for Vital Events (NC DAVE) for Electronic Death Registration

Other automated data and surveillance systems may be added as they are developed.

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

3. DPH will coordinate with the North Carolina Association of Local Health Directors to support data collection, analysis, and publication.

d. **Fund Availability and Notification** DPH shall provide to the LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute.

1. An exception is the Food and Lodging distributions required by NCGS § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food and Lodging Agreement Addendum.

2. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to the LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to the LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.

3. DPH shall provide a Funding Authorization document to the LHD after the receipt of the Certified State Budget.

4. DPH shall make funds available to the LHD at the beginning of each fiscal year upon receipt of this executed Agreement, and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to the LHD according to the DHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

## C. FUNDING STIPULATIONS

a. **Use of Funds**

1. Funding for this Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement and the Agreement Addenda.

2. During the period of this Agreement, the LHD shall not use State, federal or Special Project funds received under this Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section D. Fiscal Control, Paragraph h. Local Appropriations Budget below).

b. **Compliance**

1. To receive funding under this Agreement, the LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.

2. The LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 CFR Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.

3. LHD charges/billing. The LHD shall:

a) Establish one charge per clinical/support service for all payors (including Medicaid) based on their related costs as permitted by NCGS § 130A-39(g).

b) Bill All Payors the established charge except when billing 340B Drug Pricing Program drugs or devices to Medicaid. All drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost.

c) The LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

d) Make every reasonable effort to collect charges for services through public or private third-party payors. except where prohibited by federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.

e) All LHD fees, including environmental health fees shall be reviewed annually by the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

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

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

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

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

    a) Certification regarding Nondiscrimination

    b) Certification regarding Drug-Free Workplace Requirements

    c) Certification regarding Environmental Tobacco Smoke

    d) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

    e) Certification regarding Lobbying.

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

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

c. **Training Reimbursement**

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse, the LHD may request reimbursement for:

    a) Nursing service personnel participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is $400 per participant upon successful completion of the course. Reimbursement requests must be filed by the LHD to the Public Health Nursing and Professional Development Unit within the same fiscal year the course is completed.

    b) LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is $600 per participant upon successful completion of the course. Reimbursement requests must be filed by the LHD to the Public Health Nursing and Professional Development Unit within the same fiscal year the course is completed.

    The Training Funds Reimbursement Request Form can be found at https://publichealth.nc.gov/lhd/ under the General Information: Training Reimbursement section. (The training form can also be downloaded at https://publichealth.nc.gov/lhd/docs/Funds_Reimb_Form%20PPPHN_M-S_v072020.xlsx)

2. Subject to the availability of funds and approval by the Environmental Health Section, the LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be filed by the LHD to the Environmental Health Section within the same fiscal year the training is completed. Reimbursement requires successful completion of the course and requests must be filed by the LHD within 60 days course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available at https://ehs.ncpublichealth.com/oet/index.htm)

    a) For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
        1) Food Protection & Facilities Track — $280
        2) On-Site Water Protection Track — $560
        3) Tier 2 General EH Module — $280

    b) For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
        1) Food, Lodging, & Institutions— $170
        2) Child Care & School Sanitation— $62
        3) On-site Water Protection— $450
        4) Private Drinking Water Wells— $62
        5) Public Swimming Pools— $62
        6) Tattoo— $62

    c) A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed.
        1) Area 1 — $57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
        2) Area 2 — $170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell,

Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.

3) Area 3 — $283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.

4) Area 4 — $396: Cherokee, Clay, Graham, Macon, Swain.

d. **Purchases**

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.

a) For Inventory Purposes

1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.

2) All equipment with an acquisition cost of $500 or more which was purchased with Women, Infants and Children (WIC) Program Funds, prior to January 1, 2018 will be inventoried with the Nutrition Services Branch. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the Nutrition Services Branch a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.

b) For Prior Approval Purposes

1) Except for WIC, all equipment purchased or leased with an acquisition cost exceeding $2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding $2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than $2,500, or purchases six computers at $500 each.]

2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding $500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.

c) For Accounting Purposes

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

2. Prior approval required for purchases other than equipment:

a) For PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.

b) The use of Women’s and Children’s Health Medicaid fees for capital improvements requires prior written approval from the Women’s and Children’s Health Section.

## D. FISCAL CONTROL

a. The LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.

   1. The LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.

b. The LHD shall execute written agreements with all parties who invoice the LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.

c. The LHD, when subcontracting, must meet the following conditions:

   1. The LHD is not relieved of any of the duties and responsibilities provided in this Agreement.
   2. The LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) “Suspension of Funding” list (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website (https://www.osbm.nc.gov/management/grants).
   3. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the LHD to comply with these standards.
   4. The subcontractor shall be subject to all conditions of this Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of the LHD.
   5. The subcontractor will agree to allow State and federal authorized representatives’ access to any records pertinent to its role as a subcontractor of the LHD.
   6. Upon request, the LHD will make available to the State a copy of subcontracts supported with State or federal funds.

d. The LHD must receive prior written approval from the State to subcontract when any of the following conditions exist:

   1. The LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.
   2. The LHD proposes to subcontract 50 percent or more, or $50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum.
   3. The LHD proposes to subcontract for services in the Women, Infants and Children (WIC) Program.

e. The LHD shall mail a signed copy of all public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931.

f. The LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid--to-Counties Database), Consolidated Agreement, Agreement Addenda, Agreement Addendum Revisions and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources and located on their website at: https://archives.ncdcr.gov/documents/local-health-departments-schedule

g. **Audits/Monitoring:** The county or the LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Part 200. The audit report shall be

submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.

h. **Local Appropriations Budget:** The LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DPH and the specific guidance from the respective programs.

i. **Local Earned Revenues Budgeting and Reporting:** The LHD shall observe the following conditions when budgeting and reporting Local Earned Revenues:

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.

2. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:

    a) Revenue generated by Women's and Children's Health (WCH) Section Programs may be budgeted and expended (consequently reported) in any WCH Section Program, unless a specific Agreement Addendum has a more restrictive requirement.

    b) Revenue generated by a local clinic or program that has no State-funded budget (no State or federal funds) shall be budgeted and associated expenditures reported in a State Program Activity that most closely matches the deliverables of the respective State program. This process will enable the collection of total expenditures in public health per program.

3. The LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.

4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 CFR Part 200.

5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.

6. The amount of Title XIX fees budgeted and expended in FY 2021-2022 must equal or exceed the amount of Title XIX revenues earned during FY 2019-2020. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the LHD provides sufficient justification.

j. **Aid-to-Counties Database and Expenditure Reports**: The LHD shall submit a monthly report of actual State, federal and local expenditures to the DHHS Controller's Office via the Aid-to-Counties Database (ATC).

1. Specific ATC instructions and training will be provided by LTATB to LHDs and will include guidance for reporting local programs (i.e., those programs that are <u>not</u> funded through DPH), examples include but are not limited to: Dental Clinic and Primary Care.

2. DPH shall produce an annual ATC report in order to provide information reported that summarizes LHD and statewide analysis and trending, including per capita analysis, when applicable. This report will be produced in collaboration with NCALHD and will be posted publicly on the DPH website.

3. The LHD shall submit to the DHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the next calendar year, provides the submission dates for these expenditures. This schedule allows the LHD at least seven days to enter the pertinent month's expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. The LHD must submit these monthly Expenditure Reports via the Aid-to-Counties Database consecutively throughout the Agreement period.

   The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

4. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)

5. When Agreement Addenda are supported by federal funding or grants that do not coincide with the State fiscal year, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.

6. The LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.

   a) In accordance with Paragraph D.j.4 above, the LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.

   b) The LHD shall review their prior reimbursement claims against payments monthly.

   c) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.

   d) Any overpayments identified by either the State or the LHD will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) shall be paid from local funds.

## E. PERSONNEL POLICIES

a. The LHD shall adhere to and fully comply with State and county personnel policies as applicable.

b. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to NCGS § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.

1. The LHD is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.

2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by the DPH Education and Training Staff.

3. The LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

c. The LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department Staffing and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.

d. The LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

## F. CONFIDENTIALITY

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

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

c. LHD employees must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

## G. CIVIL RIGHTS

a. The LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.

b. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The LHD certifies that it

and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.

c. As required by Title VI of the Civil Rights Act, the LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the LHD.

## H. LHD DISBURSEMENT OF FUNDS

a. DPH shall disburse funds to the LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.

b. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.

c. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

## I. AMENDMENT OF AGREEMENT

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

## J. PROVISION OF TERMINATION

a. Either party may terminate this Agreement for reasons other than non-compliance upon 60 days written notice. If termination occurs, the LHD shall receive payment only for allowable expenditures.

b. In the event of termination, DPH may withhold payment to the LHD until DPH can determine whether the LHD is entitled to further payment or whether DPH is entitled to a refund.

## K. COMPLIANCE

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

   1. Upon determination of non-compliance, DPH shall give the LHD 60 days written notice to come into compliance. If the deficiency is corrected, the LHD shall submit a written report to DPH that sets forth the corrective action taken.

   2. If the above deficiency is not corrected to the satisfaction of DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.

   3. If the deficiency is not corrected to the satisfaction of DPH within 90 days of the written notice in Section K.a.1, program funds may be permanently suspended until the LHD can provide evidence that the deficiency has been corrected.

   4. In the event of the LHD's non-compliance with clauses of this Agreement, DPH may cancel, terminate, or suspend this Agreement in whole or in part and the LHD may be declared ineligible for further DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Section K.a.1 through K.a.3 have been followed, documented, and have failed to correct the deficiency.

b. Monitoring – "Uniform Guidance" or "Omni-Circular" 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of their subcontractors as

necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved.

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

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

In witness whereof, the **LHD** and the **Division of Public Health** have executed this Agreement.

**Brunswick County Health and Human Services**

Health or Human Services Director Date

Finance Officer Date

County Official Date
(when locally required)

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

Division Director Date

# ATTACHMENT A
# LHD MAINTENANCE OF EFFORT SCHEDULE

| Local Health Department | MOE Baseline 1985 | Updated Baseline CPI * 2021-22 |
|---|---|---|
| Alamance | 215,751 | 532,502 |
| Albemarle District | 51,320 | 126,665 |
| Alexander | 33,308 | 82,209 |
| Anson | 27,096 | 66,877 |
| Appalachian District | 56,663 | 139,852 |
| Beaufort | 63,029 | 155,564 |
| Bladen | 19,564 | 48,287 |
| Brunswick | 122,285 | 301,816 |
| Buncombe | 166,104 | 409,967 |
| Burke | 83,689 | 206,556 |
| Cabarrus | 250,406 | 618,035 |
| Caldwell | 59,226 | 146,178 |
| Carteret | 16,843 | 41,571 |
| Caswell | 31,809 | 78,509 |
| Catawba | 127,542 | 314,791 |
| Chatham | 50,121 | 123,705 |
| Cherokee | 11,705 | 28,889 |
| Clay | 1,580 | 3,900 |
| Cleveland | 243,917 | 602,020 |
| Columbus | 85,858 | 211,909 |
| Craven | 113,647 | 280,496 |
| Cumberland | 458,294 | 1,131,131 |
| Dare | 22,597 | 55,772 |
| Davidson | 100,199 | 247,304 |
| Davie | 38,546 | 95,137 |
| Duplin | 84,922 | 209,599 |
| Durham | 439,506 | 1,084,759 |
| Edgecombe | 157,941 | 389,819 |
| Forsyth | 508,138 | 1,254,152 |
| Foothills District | 42,126 | 103,973 |
| Franklin | 65,012 | 160,458 |
| Gaston | 342,765 | 845,990 |
| Graham | 3,949 | 9,747 |
| Granville-Vance | 170,160 | 419,978 |
| Greene | 78,527 | 193,815 |
| Guilford | 1,605,509 | 3,962,610 |
| Halifax | 118,024 | 291,299 |
| Harnett | 69,651 | 171,908 |
| Haywood | 82,684 | 204,075 |
| Henderson | 109,750 | 270,878 |
| Hoke | 25,698 | 63,426 |
| Hyde | 12,355 | 30,494 |
| Iredell | 36,698 | 90,576 |
| Jackson | 11,822 | 29,178 |
| Johnston | 196,475 | 484,926 |
| Jones | 22,851 | 56,399 |
| Lee | 57,470 | 141,844 |
| Lenoir | 120,667 | 297,822 |
| Lincoln | 78,475 | 193,687 |
| Macon | 27,277 | 67,323 |
| Madison | 55,718 | 137,519 |
| MTW District | 97,748 | 241,255 |
| Mecklenburg | 375,712 | 927,307 |
| Montgomery | 24,389 | 60,195 |
| Moore | 36,243 | 89,453 |
| Nash | 124,412 | 307,065 |
| New Hanover | 128,664 | 317,560 |
| Northampton | 71,678 | 176,911 |
| Onslow | 63,147 | 155,855 |
| Orange | 258,834 | 638,837 |
| Pamlico | 11,162 | 27,549 |
| Pender | 0 | 0 |
| Person | 42,878 | 105,829 |
| Pitt | 164,404 | 405,771 |
| Polk | 6,189 | 15,275 |
| Randolph | 81,302 | 200,664 |
| Richmond | 50,348 | 124,266 |
| Robeson | 225,422 | 556,371 |
| Rockingham | 157,370 | 388,410 |
| Rowan | 178,268 | 439,989 |
| Sampson | 37,229 | 91,886 |
| Scotland | 12,388 | 30,575 |
| Stanly | 23,625 | 58,310 |
| Stokes | 41,687 | 102,889 |
| Surry | 49,658 | 122,563 |
| Swain | 10,674 | 26,345 |
| Toe River District | 49,658 | 122,563 |
| Transylvania | 66,417 | 163,926 |
| Union | 25,573 | 63,118 |
| Wake | 758,321 | 1,871,637 |
| Warren | 8,551 | 21,105 |
| Wayne | 271,847 | 670,955 |
| Wilkes | 73,909 | 182,417 |
| Wilson | 59,617 | 147,143 |
| Yadkin | 20,687 | 51,058 |
| TOTAL: | $10,583,276 | $26,120,943 |

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

Notes: * Adjusted for inflation, January 1985 through October 2020, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 246.8133%. Reference for calculating CPI changes: https://www.bls.gov/data/inflation_calculator.htm

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

This Agreement is made effective July 1, 2021, by and between **Brunswick County Health and Human Services** ("Covered Entity") and the **North Carolina Department of Health and Human Services, Division of Public Health** ("Business Associate") (collectively the "Parties").

## 1. BACKGROUND

a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled "FY 2022 Consolidated Agreement" (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a "covered entity" for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

## 2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.

e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.

h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

## 3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.

e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.

g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

**4. PERMITTED USES AND DISCLOSURES**

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or

2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:

1) the disclosures are Required By Law; or

2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the MOU or other applicable law or agreements.

**5. TERM AND TERMINATION**

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU terminates.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination**.

1) Except as provided in paragraph (2) of this section or in the MOU or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

a. This Agreement amends and is part of the MOU.

b. Except as provided in this Agreement, all terms and conditions of the MOU shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the MOU, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the MOU terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the MOU for cause.

| **Brunswick County Health and Human Services** | **North Carolina Department of Health and Human Services, Division of Public Health** |
|---|---|
| Health or Human Services Director Date | Division Director Date |

# ATTACHMENT C
# FEDERAL CERTIFICATIONS

**The undersigned states that:**

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

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

   **OR**

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

Signature Title

**Brunswick County Health and Human Services**

Contractor [Organization] Legal Name Date

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

## I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    b. Establishing a drug-free awareness program to inform employees about:
        (1) The dangers of drug abuse in the workplace;
        (2) The Contractor's policy of maintaining a drug-free workplace;
        (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
        (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
    d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
        (1) Abide by the terms of the statement; and
        (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
    e. **Notifying the LHD within ten days after receiving notice under subparagraph (d)(2) from an employee or** otherwise receiving actual notice of such conviction;
    f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
        (1) taking appropriate personnel action against such an employee, up to and including termination; or
        (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
    g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

    Street Address No. 1: _____

    City, State, Zip Code: _____

    Street Address No. 2: _____

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

## III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

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

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

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

### Instructions

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

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

**Certification**

a. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## V. Certification Regarding Lobbying

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

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

## VI. Disclosure of Lobbying Activities

**Instructions**

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

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

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Disclosure of Lobbying Activities**
**(Approved by OMB 0348-0046)**
**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ☐ a. contract<br>☐ b. grant<br>☐ c. cooperative agreement<br>☐ d. loan<br>☐ e. loan guarantee<br>☐ f. loan insurance | ☐ a. Bid/offer/application<br>☐ b. Initial Award<br>☐ c. Post-Award | ☐ a. initial filing<br>☐ b. material change<br>**For Material Change Only:**<br>Year_____ Quarter_____<br>Date of Last Report:_____ |

| | |
|---|---|
| 4. Name and Address of Reporting Entity:<br>☐ Prime<br>☐ Subawardee Tier _____, (if known)<br>Congressional District (if known) | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:<br>Congressional District (if known) |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description:<br>CFDA Number (if applicable) _____ |
| 8. Federal Action Number (if known) | 9. Award Amount (if known) :<br>$ |
| 10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):<br>(*attach Continuation Sheet(s) SF-LLL-A, if necessary*) | b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*):<br>(*attach Continuation Sheet(s) SF-LLL-A, if necessary*) |
| 11. Amount of Payment (*check all that apply*):<br>$ _____ □ actual □ planned | 13. Type of Payment (*check all that apply*):<br>☐ a. retainer<br>☐ b. one-time fee<br>☐ c. commission<br>☐ d. contingent fee<br>☐ e. deferred<br>☐ f. other; specify: _____ |
| 12. Form of Payment (*check all that apply*):<br>☐ a. cash<br>☐ b. In-kind; specify: Nature _____<br>Value _____ | |

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

| | |
|---|---|
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title:<br>Telephone No: _____ Date: _____ |
| Federal Use Only | Authorized for Local Reproduction<br>Standard Form - LLL |

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

# ATTACHMENT D
# STATE CERTIFICATIONS

## Contractor Certifications Required by North Carolina Law

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

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

### Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: **Brunswick County Health and Human Services**

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

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

**From:**
David Stanley, HHS Executive Director

Health and Human Services - Health Services - Interim Healthcare of the Eastern Carolinas, Inc. - Staffing Agreement

**Issue/Action Requested:**
Request that the Board of Commissioners approve the staffing agreement between the Brunswick County Health Department and Interim Healthcare of the Eastern Carolinas, Inc.

**Background/Purpose of Request:**
Interim Healthcare of the Eastern Carolinas, Inc. is a staffing agency providing qualified medical personnel that can assist with the vaccination program in the County. Upon request, their staff will work as nurses and vaccinators at the various vaccine sites around Brunswick County.

This agreement is necessary to supplement the County staff and volunteers currently working to administer vaccinations so that the County can keep up with the supply and demand for vaccinations. There is not a maximum dollar value to this contract as the number of staff needed and duration required to complete vaccinations is unknown at this time.

Staff recommends approval of this agreement.

**Fiscal Impact:**
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Reimbursement expected for these temporary staffing needs.

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the staffing agreement between the Brunswick County Health Department and Interim Healthcare of the Eastern Carolinas, Inc.

**ATTACHMENTS:**

Description

- Staffing Agreement

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# HEALTH CARE STAFFING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of March 2021, by and between **INTERIM HEALTHCARE OF THE EASTERN CAROLINAS, INC**. (hereinafter "Provider") and **Brunswick County through its Health and Human Services Department** (hereinafter "Customer").

## RECITALS

WHEREAS, Provider is in the business of providing home care and health care staffing services; and

WHEREAS, Customer is a body politic and corporate of the State of North Carolina that provides information, services, and assistance to Brunswick County residents and businesses through its Health and Human Services department; and

WHEREAS, Customer requires supplemental nursing personnel to work various shifts at temporary vaccination sites throughout Brunswick County; and

WHEREAS, Provider has the necessary personnel and is willing to provide such personnel to Customer, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, Customer and Provider agree as follows:

## SECTION I – PROVIDER RESPONSIBILTIES

1. Upon request by Customer, Provider will assign office/nursing personnel to supplement the services provided by personnel of Customer.

2. Provider shall only provide personnel who meet the requirements of Customer as defined in Attachment A.

3. Provider shall maintain an employee file, on each of its employees, containing the following:

(a) A completed application which includes skills, specialties and preferences.
(b) Documentation of special education or training.
(c) Two professional references which reflect satisfactory performance within the job category.
(d) Verification that evidence of professional licensure identification, as applicable, have been seen and examined.
(e) Evidence of health status.
(f) Dates of employment and orientation.
(g) Job Description.
(h) Performance evaluation completed annually.
(i) Verification of identity and work authority.

4. Provider is responsible for evaluating the skills and experience of its office/nursing personnel. Provider will match the skills and experience levels of its employees to the specific needs of Customer.

5. Provider shall provide orientation to Provider policies and procedures for all new employees.

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6. Provider employees, who are assigned to a Customer facility for the first time, shall complete the facility orientation, as defined in Attachment A and shall report to the designated facility nursing supervisor before he/she begins working in such facility.

7. Provider agrees that it will not actively solicit Customer employees for employment with Provider for the term of this Agreement.

8. Except for the use of subcontractors; if any, pursuant to Paragraph 11 below, all personnel providing services pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of Provider. Provider shall assume sole and exclusive responsibility for the payment of wages to personnel for services performed by them for Customer. Provider shall, with respect to said personnel, be responsible for withholding federal and state income taxes, paying federal social security taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by each state in which services are provided by Provider.

9. Supplemental office/nursing personnel provided by Provider will comply with all provisions of the licensing law under which he or she is licensed, with the regulations promulgated there under, and with nursing policies adopted by the Customer to protect the health and welfare of patients.

10. Supplemental office/nursing personnel will report, on Provider provided occurrence reporting forms, any unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards related to the care and services provided by Provider.

11. Provider may provide Customer with supplemental office/nursing personnel supplied by subcontractors provided such subcontractors comply with the obligations of Provider pursuant to Sections I, V and VII of this agreement.

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

13. Provider Representations.

(a) Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

(b) Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

(c) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

(d) In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain and maintain all applicable permits and licenses;

(e) Provider shall not violate any agreement with any third party by entering into or performing the services under this Agreement;

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(f) Provider will perform all services in conformity with the specifications and requirements of this Agreement;

(g) The services performed by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements); and

(h) Provider shall exercise reasonable care and diligence when performing the services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said services.

14. Compliance with Federal Laws, Regulations, and Executive Orders. The parties acknowledge that federal financial assistance may be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.

15. 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.

16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Providers who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

17. Access to Records. The following access to records requirements apply to this Agreement:

(a) Provider agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Provider agrees to provide any authorized representatives of the Federal Government access to construction or other work sites pertaining to the work being completed under the Agreement.

(d) In compliance with the Disaster Recovery Act of 2018, Customer and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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18. Suspension and Debarment.

(a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by Customer. If it is later determined that Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19. Fraud and False or Fraudulent or Related Acts. Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Provider's actions pertaining to this Agreement.

20. Equal Employment Opportunity.

During the performance of this Agreement, Provider agrees as follows:

(a) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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(c) Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Provider's legal duty to furnish information.

(d) Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

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21. Clean Air Act.

(a) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Provider agrees to report each violation to Customer and understands and agrees that Customer will, in turn, report each violation as required to assure notification to Customer, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

22. Federal Water Pollution Control Act.

(a) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Provider agrees to report each violation to Customer and understands and agrees that Customer will, in turn, report each violation as required to assure notification to Customer, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

23. Compliance with the Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the Services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages. Customer shall upon its own action or upon written request of an authorized representative of the Department of

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Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24. 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 Customer with an affidavit of compliance or exemption.

25. DHS Seal, Logo, and Flags. Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. Procurement of Recovered Materials.

(a) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(i) Competitively within a timeframe providing for compliance with the Agreement performance schedule;

(ii) Meeting Agreement performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(c) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## SECTION II – CUSTOMER'S RESPONSIBILITIES

1. Customer shall provide sufficient information about its specific needs so that Provider may match the skills and experiences of its employees to those specific needs.

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2. Customer shall utilize assigned personnel only for the specific need requested. Customer shall not reassign ("float") personnel to other areas within a Customer facility unless Provider has first confirmed that such personnel have the requisite skills and experience.

3. Customer agrees that Provider's duty to fill assignments is subject to the availability of qualified personnel.

4. It shall be the responsibility of Customer to provide Provider with Customer and Customer facility information and policies so that orientation of supplemental personnel may be given.

5. Customer office/nursing staff supervisors will assist Provider, on a continuing basis, with evaluation of the competency of Provider personnel by providing performance information and/or access to clinical areas for observation by a Provider supervisor.

6. Customer shall allow Provider supplemental personnel (on their own time) to attend appropriate Customer staff development programs.

7. Customer acknowledges that the supplemental personnel assigned to a Customer facility by Provider are employees of Provider, and Customer agrees to pay Provider a placement fee according to the following schedule if Customer directly hires an employee of Provider within 120 days of the last day worked by the employee at a Customer facility. Payment of such placement fee will be made 30 days after direct employment with Customer. Notwithstanding the foregoing, in no event shall Customer pay any fee for the hiring of an individual responding to a general advertisement for employment placed by Customer and not directed to any specific individual.

| **Number of hours worked for Customer** | **Fee: Percentage of annual salary upon hire** |
|---|---|
| Less than 100 | 25% |
| 100 – 299 | 20% |
| 300 – 499 | 15% |
| 500 – 699 | 10% |
| 700 – 999 | 5% |
| Over 1,000 | No Fee |

8. Customer will immediately inform Provider of any problems regarding Provider employees. If Customer determines, in its sole and absolute discretion, that an employee of Provider does not meet Customer's performance standards, Customer may terminate the assigned employee by contacting Provider immediately. Provider will promptly notify the employee, and Provider will replace the employee, if requested by Customer, as soon as possible.

## SECTION III - MUTUAL RESPONSIBILITIES

**Both parties agree to:**

1. Comply with all federal, state and local laws and regulations including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the National Labor Relations Act and the Health Insurance Portability and Accountability Act of 1996. The parties shall execute the Business Associate Agreement attached to this Agreement as Attachment B.

2. Maintain the confidentiality and privacy of patient records.

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3. Consult and cooperate on a continuing basis with each other in the establishment of mutually acceptable standards and procedures for selection, training and assignment of personnel, handling of requests for service, billing procedures and other matters incidental to the carrying out of the provisions and purpose of this Agreement.

## SECTION IV – COMPENSATION AND BILLING

1. Provider will bill Customer **weekly** for its services in accordance with Attachment A. Customer wi1l remit net payment to Provider upon receipt of invoice. Provider may impose a default charge of the lesser of eighteen percent (18%) per annum or the maximum amount permitted by law to all outstanding undisputed amounts unpaid for thirty (30) days or more. If Customer disputes any portion of the charges on any invoice received from Provider, Customer shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice Customer for the previously disputed charges, and, per any resolution between Customer and Provider, Customer 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.

2. Prior to the annual anniversary of the effective date of this Agreement, the parties agree to negotiate, in good faith, an adjustment in the rates as set forth in Attachment A. In the event the parties fail to agree upon an adjustment in rates by each anniversary, then this Agreement shall be terminated on such anniversary date prior to any rate increase.

## SECTION V - INDEMNIFICATION AND INSURANCE

1. Provider shall defend, indemnify and hold harmless Customer, 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 Customer or which Customer 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 Customer 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.

2. To the extent permitted by law, Customer hereby indemnifies and agrees to hold Provider, its employees, affiliates, successors and assigns, harmless from and against all claims, liability, loss, damage, cost or expense, including, but not limited to reasonable attorney fees, arising out of, or in connection with, or as a result of services (other than Provider's services) provided by Customer during the term of this Agreement.

3. 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 Customer with limits acceptable to Customer. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include Customer 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 Customer. 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 Customer (including its officers, agents and employees), it

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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.

4. 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 Customer proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

## SECTION VI – TERM OF AGREEMENT; TERMINATION

1. The term of the Agreement shall be for one (1) year from its effective date and it shall be renewed automatically under the same terms and conditions for successive contract years unless either party gives written notice of its intention to terminate the Agreement in accordance with Section VI Paragraph 2.

2. Termination Without Cause. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party.

3. Termination With Cause. Customer may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in immediate termination of the Agreement.

4. Immediate Termination. Notwithstanding the foregoing, Customer may terminate this Agreement immediately and without notice to Provider if: (i) Provider's license to practice medicine in the State of North Carolina or authorization to administer medications, including controlled substances, as applicable, is denied, modified, reduced, restricted, suspended or terminated (either voluntarily or involuntarily); (ii) Provider fails to notify Customer of any sanctions or other professional disciplinary action or criminal action of any kind against Provider which is either initiated, in progress or completed at any time during the term of this Agreement; (iii) Provider violates any material term of the Business Associate Agreement attached hereto as Attachment B; (iv) Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property; or (v) Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

5. Non-Appropriation. If the Board of County Commissioners of Customer does not appropriate the funding needed by Customer to make payments under this Agreement for a given fiscal year, the Customer 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 Customer 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 Customer which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

6. As soon as practicable after receipt of a written notice of termination for any reason, Provider shall submit a statement to Customer showing in detail the services provided under this Agreement through the effective date of termination.

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## SECTION VII – REMEDIES

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

2. Right to Withhold Payment. Customer reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

3. 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.

4. No Suspension. In the event that Customer 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.

## SECTION VIII - MISCELLANEOUS

1. To the extent required by Section 1395x (v) (1) (I) of Title 42, United States Code, the records access clauses therein contained are incorporated herein by reference with the same effect as though set forth herein in their entirety.

2. This Agreement may only be amended by written instrument signed by the parties hereto.

3. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, estates, heirs, beneficiaries, and representatives.

4. This Agreement and any attachments, exhibits and schedules attached hereto constitute the entire agreement of the parties with respect to the subject hereof, and supersede all prior understandings, agreements and oral representations and warranties of the parties with respect to the subject matter of this Agreement. Any reference in this Agreement shall be deemed to include any attachments, exhibits or schedules.

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

6. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

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**If to Provider addressed to:**

| | |
|---|---|
| **Contact Name:** | **Meredith Tedder, RN Assistant VP of Clinical Services** |
| **Address:** | **P.O. Box 2249** |
| | **Whiteville, NC 28472** |
| **Phone Number:** | **910-642-6211** |

**If to Customer addressed to:**

| | |
|---|---|
| **Contact Name:** | **Jay Murray** |
| **Address:** | **Brunswick County** |
| | **P. O. Box 249** |
| | **Bolivia, NC 28422** |
| **Phone Number:** | **910-253-2272** |

| | |
|---|---|
| **With a copy to:** | **Brunswick County Manager** |
| | **P. O. Box 249** |
| | **Bolivia, NC 28422** |

Any such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph or telecopy, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may change the address to which notices under this Agreement are to be sent to it by giving written notice of a change of address in the manner provided in this Agreement for giving notice.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles thereunder. 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.

8. 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.

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

10. No Obligation By Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement**.**

11. Any party to this Agreement may, in writing, extend the time for or waive the performance of any of the obligations of the other, or waive compliance by the other with any of the covenants or conditions contained in this Agreement. No such waiver shall operate or be construed as a waiver of any subsequent act or omission of the parties.

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12. If at any time subsequent to the date of this Agreement, any provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

13. No party shall assign its rights or delegate its duties hereunder without prior written consent of the other party.

14. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

15. Provider and Customer are separate entities independently contracting for purposes of this Agreement and in no event shall either party be considered the employee, agent, partner, or co-venturer of the other.

16. It is expressly understood by the parties that Customer is not expected or required, either expressly or implicitly, to refer any patients to Provider for the provision of any goods, products or services provided by Provider, in anticipation of receiving any benefits or payments under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:

Clerk to the Board /
Deputy Clerk to the Board

[SEAL]

**BRUNSWICK COUNTY**

By: _____
Chairman, Board of Commissioners

**INTERIM HEALTHCARE OF THE EASTERN CAROLINAS, INC.**

**By: Meredith Tedder, RN**

**Title: Assistant Vice President of Clinical Services**

**Signature:**

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

Julie A. Miller

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

APPROVED AS TO FORM

Bryan W. Batton

Bryan W. Batton, Assistant County Attorney

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# ATTACHMENT A

**Personnel Requirements:**

PPE supplies, epi/supplies, and vaccine/vaccine supplies to be supplied by Health Dept.

**Orientation Requirements:**

- COVID Vaccine training for all staff for each vaccine brand to be given
- PPE/COVID safety regulations to be reviewed with staff nurse/vaccinator by Customer requirements
- Provider staff must review Brunswick County Medical Director's standing orders for vaccinations

All items to be provided by Customer to Provider, prior to vaccinations being given. Requisite material may be in the form of web URL's, email, hardcopy.

**Reimbursement Rates:**

| **Position** | **Bill rate** |
|---|---|
| **Community Vaccinator** | $35 |
| **Vaccine Nurse (RN/LPN)** | $50 |

- Provider is compensated at time and a half for the following holidays/shifts:

| **Holiday** | **Shift** |
|---|---|
| New Years Eve | 830a-5p |
| New Years Day | 830a-5p |
| Easter Eve | 830a-5p |
| Easter | 830a-5p |
| Memorial Day Eve | 830a-5p |
| Memorial Day | 830a-5p |
| July 4th Eve | 830a-5p |
| July 4th | 830a-5p |
| Labor Day Eve | 830a-5p |
| Labor Day | 830a-5p |
| Thanksgiving Eve | 830a-5p |
| Thanksgiving | 830a-5p |
| Christmas Eve | 830a-5p |
| Christmas Day | 830a-5p |

- Overtime rates are charged after forty hours worked by the employee in one week. Overtime charges are one and one half the regular hourly rate.
- For any employee canceled within four (4) hours of the scheduled start time, or for an employee sent home upon arrival without cause, Provider will bill Customer for four (4) hours.

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**Billing to be submitted to: Brunswick County Health and Human Services**
**Attn: James Murray or Penny Mayo**
**P. O. Box 249**
**Bolivia, NC 28422**

**Invoices should include timecards/sheets for each employee with date(s), start/stop times, and locations worked. All timecards/sheets must be signed by employee and approved by a staff nurse on behalf of Customer.**

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**ATTACHMENT B**

**BUSINESS ASSOCIATE AGREEMENT**

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

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

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

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" (hereinafter referred to as "HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations);

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

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

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

WITNESSETH:

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency

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between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information" as defined below.

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

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

## II. TERM

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

## III. CONFIDENTIALITY AND SECURITY REQUIREMENTS

a. Business Associate agrees:

i. to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship; or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Health Care Staffing Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule; and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;

ii. at termination of this Agreement, the Health Care Staffing Agreement (or any similar documentation of the business relationship of the Parties), or

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upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

iii. to ensure that its agents, including any subcontractor or alternate provider to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

iv. Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than five (5) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410;

v. Notice of a breach shall include, at a minimum: (a) the identification of each individual whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach; (b) the date of the breach, if known; (c) the scope of the breach; and (d) a description of the Business Associate's response to the breach. In the event of a breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such breach that is known to Business Associate; and

vi. Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the

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applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

b. Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

i. if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met.

1. The disclosure is required by law; or

2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

ii. for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

c. Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

d. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

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e. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

## IV. AVAILABILITY OF PROTECTED HEALTH INFORMATION

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

## V. TERMINATION

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

## VI. MISCELLANEOUS

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

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

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or

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disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

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

VII. SIGNATURES

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

ATTEST:

_____
Clerk to the Board /
Deputy Clerk to the Board

**BRUNSWICK COUNTY**

By: _____
Chairman, Board of Commissioners

[SEAL]

**INTERIM HEALTHCARE OF THE EASTERN CAROLINAS, INC.**

By: _____

Printed Name: Meredith Tedder, RN

Title: Assistant Vice President of Clinical Services

Date: 3/10/2021

APPROVED AS TO FORM
Bryan W. Batton
_____
Bryan W. Batton, Assistant County Attorney

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

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

**From:** Health and Human Services - The Toner Exchange Lease Agreement FY 22-24
David Stanley, Deputy County Manager for HHS

**Issue/Action Requested:**
Request that the Board of Commissioners approve the lease agreement with The Toner Exchange for FY 22-24.

**Background/Purpose of Request:**
The Toner Exchange currently holds the lease on the office equipment for Health and Human Services. The final payment has been made and the current lease is set to expire. Health and Human Services has met with The Toner Exchange staff to verify the new equipment needs and quantities, and would like to change out machinery in mid April. The first of three annual lease payments will be made in July, 2021.

There are three annual lease payments of $106,774.00, for a total contract value of $320,322.00

Staff recommends approval of the lease agreement.

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

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the lease agreement with The Toner Exchange for FY 22-24.

**ATTACHMENTS:**

Description

- Lease Agreement and accompanying documents

# Toner Exchange Leasing, a program of De Lage Landen Financial Services. Inc.

## Lease Agreement

Send Email Invoice To:

**LESSEE**

| Full Legal Name | | | | Phone Number |
|---|---|---|---|---|
| BRUNSWICK COUNTY HEALTH AND HUMAN SERVICES | | | | (910) 253-2077 |
| Billing Address | City | State | Zip | Attention to: |
| P.O BOX 9 | BOLIVIA | NC | 28422 | |
| Equipment Location (if not same as above): | | County | | Purchase Order Requisition Number |
| 60 GOVERNMENT DR NE BLDG B, BOLIVIA, NC 28422 | | BRUNSWICK | | |

**EQUIPMENT**

| Make | Model Number | Serial Number | Quantity | Description (Attach Separate Schedule A If Necessary) |
|---|---|---|---|---|
| SEE SCHEDULE A | | | | |
| | | | | |

**PAYMENT INFORMATION**

| Number of Lease Payments | Lease Payment | |
|---|---|---|
| 3 | $106,774.00 | Plus Applicable Taxes |
| | | Plus Applicable Taxes |
| | | Plus Applicable Taxes |

Lease Payment ☑ includes / ☐ does NOT include maintenance/service/supplies [check one]

Sales tax Exempt ☐ Please provide valid certificate

Term of Lease in Months: 38

Payment Frequency: ☐ Monthly ☐ Quarterly ☐ Other ANNUAL

End of Lease Option: ☑ FMV ☐ $1 ☐ Other

**End of Lease Purchase Option shall be FMV unless another option is selected.**

| Security Deposit | (PLUS) | First Period Payment | (PLUS) | Other | (EQUALS) | Total Payment Enclosed Plus Applicable Taxes |
|---|---|---|---|---|---|---|
| $0.00 | + | $0.00 | + | $0.00 | = | $0.00 |

**1. Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of $75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or $10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

**2. Term:** This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

**3. Title:** Unless you have a $1.00 purchase option, we will have title to the Equipment. If you have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

**4. Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. **The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment.** You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

**5. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**6. Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

**7. Taxes:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

**8. Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of $25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

**9. End of Lease, Return, Purchase Option, and Renewal:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

**10. Miscellaneous:** You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. **This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury.** You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider.

**LESSEE SIGNATURE**

**You agree that this is a non-cancelable lease. The Equipment is:** ☑ NEW ☐ USED / NOT NEW

| Signature | Date |
|---|---|
| | |

| Title | Print Name |
|---|---|
| Chairman | Randell Thompson |

Legal Name of Corporation: BRUNSWICK COUNTY HEALTH AND HUMAN SERVICES

**LESSOR**

**De Lage Landen Financial Services, Inc.**
Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087
**PHONE: (800) 735-3273 • FAX: (800) 776-2329**

| Commencement Date | Lease Number |
|---|---|
| | |

Accepted By:

**ACCEPTANCE**

The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

| Signature | Date | Print Name | Title |
|---|---|---|---|
| | | James Murray | Business Manager |

**GUARANTY**

I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. **This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.**

| Signature | Name of Guarantor | Date |
|---|---|---|
| N/A | | |

19TON008

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## SCHEDULE A

| Equipment | SERIAL NUMBER |
|---|---|
| Kyocera Ecosys M2540dw | |
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| Kyocera Ecosys M3645idn | |
| Kyocera Ecosys M3645idn | |
| Kyocera Ecosys M3645idn | |
| Kyocera TASKalfa 3253ci | |
| Kyocera TASKalfa 5053ci | |
| Kyocera TASKalfa 4003i | |
| Kyocera TASKalfa 3212i | |
| Kyocera TASKalfa 5003i | |
| Kyocera Ecosys P5026cdw | |
| Kyocera TASKalfa 308ci | |
| Kyocera TASKalfa 308ci | |
| Kyocera TASKalfa 308ci | |
| | |



SIGNATURE: _____
PRINT NAME: Jay Murray
TITLE: Business Manager
DATE: _____
LEGAL NAME OF CORPORATION: Brunswick County Health and Human Services

## SCHEDULE A

| Equipment | SERIAL NUMBER | | Equipment | SERIAL NUMBER |
|---|---|---|---|---|
| Kyocera Ecosys M2540dw | | | Kyocera Ecosys P2040dw | |
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| Kyocera Ecosys M2540dw | | | Kyocera Ecosys P2040dw | |
| Kyocera Ecosys M2040dn

## SCHEDULE A

| Equipment | SERIAL NUMBER | | Equipment | SERIAL NUMBER |
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| Kyocera Ecosys P2040dw | | | Kyocera Ecosys M5526cdw | |
| Kyocera Ecosys P2040dw | | | Kyocera TASKalfa 5003i | |
| Kyocera Ecosys P2040dw | | | Kyocera TASKalfa 5003i | |
| Kyocera Ecosys P2040dw | | | Kyocera TASKalfa 3212i | |
| Kyocera Ecosys P2040dw | | | Kyocera TASKalfa 2553ci | |
| Kyocera Ecosys P2040dw | | | | |
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| Kyocera Ecosys P2040dw | | | | |

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Overages Annually at .0065 for all B&W and .0507 for Color on TASKalfa Machines and .120 on non-TASKalfa Machines



SIGNATURE: _____

PRINT NAME: Jay Murray

TITLE: Business Manager

DATE: _____

LEGAL NAME OF CORPORATION: Brunswick County Health and Human Services

# FISCAL FUNDING ADDENDUM

**LESSEE**

Full Legal Name BRUNSWICK COUNTY HEALTH AND HUMAN SERVICES DBA Name (If Any) _____

Billing Address P.O. BOX 9 Phone Number 910-253-2077

City BOLIVIA County BRUNSWICK State NC Zip Code 28422

Lease Number _____ Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.

(e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

**ATTEST:**

_____ [SEAL]

**Clerk to the Board**

**LESSEE SIGNATURE**

Signature X _____
(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)

Print Name Randell Thompson

Title Chairman, Board of Commissioners Date _____

Name of Government Entity BRUNSWICK CO. HEALTH & HUMAN SERVICES

**ACCEPTED BY LESSOR**

Signature X _____

Print Name _____

Title _____ Date _____

Name of Corporation or Partnership _____

050EDOC098v1

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# LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum ("Addendum") is made part of and amends that certain Lease Agreement dated _____ by and between De Lage Landen Financial Services, Inc. ("Lessor") and County of Brunswick ("Lessee"). The words "you" and "your" refer to the Lessee and the words "we", "us" and "our" refer to the Lessor. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Lease Agreement (the "Agreement").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Section 1. Delete "You agree to pay us a fee of $75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this lease. We may increase the Lease payment on an annual basis, in an amount not to exceed ten percent (10%) of the lease payment in effect at the end of the prior annual period."

2. Section 10. Modify the fifth sentence to read, "This Lease was made in North Carolina ("NC"), is to be performed in NC and shall be governed and construed in accordance with the laws of NC. You consent to jurisdiction, personal or otherwise, in any state or federal court in NC."

3. Section 10. Modify the end of sixth sentence to delete, "and waive trial by jury."

4. Guaranty. Delete the entire section regarding personal Guaranty.

5. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.

6. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, its Schedules, or the Fiscal Funding Addendum, the provisions of this Addendum shall in all respects govern and control.

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

8. This Addendum has been executed and delivered in, and shall be construed in accordance with the laws of NC.

9. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by an instrument duly authorized and signed by each of the parties hereto.

10. Lessor agrees that it and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Lessor 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 Lessor shall require its subcontractors to do the same. Upon request, Lessor agrees to provide Lessee with an affidavit of compliance or exemption.

11. By signing this Agreement Lessor affirms for itself and its vendors and/or subcontractors they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

12. Lessor 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.

13. Lessor 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. Lessor must notify Lessee within thirty (30) days if debarred by any governmental entity during this Agreement.

14. Paragraph 1 of Fiscal Funding Addendum. Replace first sentence with Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above-identified Lease until the end of Lessee's current appropriation period (July 1st through June 30th).

15. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth above.

**LEASE AGREEMENT ADDENDUM**

**ATTEST:**

_____ **[SEAL]**
**Clerk to the Board**

**LESSEE**
By: _____
Print name: Randell Thompson
Title: Chairman, Board of Commissioners

**DE LAGE LANDEN FINANCIAL SERVICES, INC.**
By: _____
Print name: _____
Title: _____

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

_____
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

_____
Brunswick County Attorney/Asst Attorney

**EQUIPMENT DESCRIPTION**

All equipment is new and not refurbished or reconditioned equipment.

**PERFORMANCE GUARANTEE for Term of Contract**

The Toner Exchange guarantees that if any printer acquired from us by The County of Brunswick fails to perform within the manufacturer's specifications and cannot be repaired, we will replace it without charge with a brand new identical model or if that model is discontinued, the new model in the Kyocera product line that replaced it.

The Toner Exchange guarantees that if any copier acquired from us by The County of Brunswick fails to perform within the manufacturer's specifications and cannot be repaired, we will replace it without charge with an identical model or at our discretion, with a copier of comparable features and capabilities.

**REPETITIVE OR PERSISTENT ISSUE GUARANTEE for Term of Contract**

The Toner Exchange guarantees that if any printer acquired from us by The County of Brunswick fails three times during any consecutive thirty day period and we cannot repair the product to your satisfaction within the following thirty day period, we will replace it without charge with a brand new identical model or if that model is discontinued, the new model in the Kyocera product line that replaced it.

The Toner Exchange guarantees that if any copier acquired from us by The County of Brunswick fails three times during any consecutive thirty day period and we cannot repair the product to your satisfaction within the following thirty day period, we will replace it without charge with an identical model or at our discretion, with a copier of comparable features and capabilities.

**LOANER GUARANTEE**

The Toner Exchange guarantees that if any equipment acquired from us by The County of Brunswick is down for more than an 8 hour period (one business day), we will at your request deliver and install a loaner the next business day with comparable features and capabilities until such time as your product is fixed to your satisfaction.

**E-VERIFY**

Contractor agrees that the contractor and the contractor's subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment eligibility Verification form (Form I-9) has been completed.

**The Toner Exchange**

RD

**Signature**

Rick Puckett V.P.

**Name** **Title**

2/10/2021

**Date**

**County of Brunswick**

**Signature**

Randell Thompson, Chairman

**Name** **Title**

**Date**

3305 Kitty Hawk Road Wilmington, NC 28405 *Telephone* (910) 763-9590 *Fax* (910) 763-9570
*www.tonerexchange.com*

tte IMAGING
the toner exchange

**February 10, 2021**

**2021/2022 Budget Approval Guarantee**

**2021/2022 Budget Approval**

The new equipment will be installed during April 2021. The old equipment will be removed at the same time and the current lease will be terminated immediately with the County of Brunswick having no further obligations. During May 2021 and June 2021 there will be no payments due. Your first annual payment on the new lease will be due after July 1, 2021. If for any reason the 2021/2022 budget is not approved for the 2021/2022 budget year, the Fiscal Funding Addendum that was included in your document package provides the County the ability to terminate this lease.

All other year's budget approvals during the term of this lease are also covered by the same Fiscal Funding Addendum.

Sincerely,

Rick Puckett
Vice President/Owner
The Toner Exchange

3305 Kitty Hawk Road Wilmington, NC 28405 *Telephone* (910) 763-9590 *Fax* (910) 763-9570
*www.tonerexchange.com*

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 12.**
Human Resources - Delta Dental Renewal

**From:**
Melanie Turrise, Human Resources Director

**Issue/Action Requested:**
Request that the Board approve for the County to renew with Delta Dental to provide dental insurance for fiscal year 2021-22 and authorize the County Manager to execute any renewal documents subject to the County Attorney's review.

**Background/Purpose of Request:**
Request that the Board approve for the County to renew with Delta Dental to provide dental insurance for fiscal year 2021-22. The renewal includes a 6.5% increase for an annual increase of $33,257. This will increase the monthly premium for spouse or family coverage from $23.85 to $25.40.

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board approve for the County to renew with Delta Dental to provide dental insurance for fiscal year 2021-22 and authorize the County Manager to execute any renewal documents subject to the County Attorney's review.

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 13.**
Human Resources - Long Term Disability and Life Insurance Carrier Change

**From:**
Melanie Turrise, Human Resources Director

**Issue/Action Requested:**
Request that the Board approve moving the County provided Long Term Disability (LTD) and Life Insurance to VOYA and authorize the County Manager to execute required documentation, subject to the County Attorney's review.

**Background/Purpose of Request:**
Request that the Board approve moving the County provided Long Term Disability (LTD) and Life Insurance to VOYA .

- VOYA will provide an annual savings of $9,330 for the County provided Life Insurance and match the current rates for employee optional life. In addition, VOYA will provide a 3-year rate guarantee.
- VOYA will provide an enhanced LTD plan that is consistent with what many other public employers offer at the current rates with a 3-year rate guarantee.

With VOYA, additional savings will be realized through credits offered with the technology platform that we utilize through NCHIP.

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board approve moving the County provided Long Term Disability (LTD) and Life Insurance to VOYA and authorize the County Manager to execute required documentation, subject to the County Attorney's review.

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

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

**From:** IT - Courthouse Change Order for Courtroom Audio/Visual
Steve Randone - Information Technology

**Issue/Action Requested:**
Request that the Board of Commissioners ratify the approval of an amendment to the Goods and Services Agreement with NC Sound in the amount of $6,218.60, and consider approving an additional amendment in the amount of $9,341.33 to complete the requested audio/visual work created by Change Order RFP 21 and Jury Assembly Room Electrical Data Rework (Construction Change Order forthcoming) as a component of the Brunswick County Courthouse Addition and Renovations project.

**Background/Purpose of Request:**
Recently an issue was found in the Courthouse electrical plans that led to Change Order RFP 21. The change order asks for each main courtroom display (TV) to be relocated from above the Courtroom Clerk to above the witness stand. The narrative also calls for microphones to be relocated from each clerk stand to the witness stands. The change order for the electrical component was covered in Change Order RFP 21 within the general contract but the subsequent changes and associated cost to the audio/visual must be approved by the County Manager and Board of Commissioners.

Recently, it was discovered that the LCD displays in the new Jury Assembly Room needed to be relocated and additional LCD added for optimal usability of this space and for the unobstructed view of the screens. The proposed electrical changes are forthcoming in a general contractor change order that does not require Board approval. The subsequent AV changes, new LCD and associated cost for the relocation of these must be approved by the County Manager and Board of Commissioners.

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

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners ratify the approval of an amendment to the Goods and Services Agreement with NC Sound in the amount of $6,218.60, and consider approving an additional amendment in the amount of $9,341.33 to complete the requested audio/visual work created by Change Order RFP 21 and Jury Assembly Room Electrical Data Rework (Construction Change Order forthcoming) as a component of the Brunswick County Courthouse Addition and Renovations project.

**ATTACHMENTS:**

Description

- Change Order RFP 21
- NC Sound AV Quote
- First Amendment (for BOC ratification)

- NC Sound Jury Rm Change Quote
- Second Amendment

Brunswick County Courthouse Addition & Renovations

# Request for Proposal 21

Courtroom Electrical Revisions

February 9, 2021

To: Mr. Matt Brittan
Monteith Construction

Please provide a cost proposal to include the following revisions:

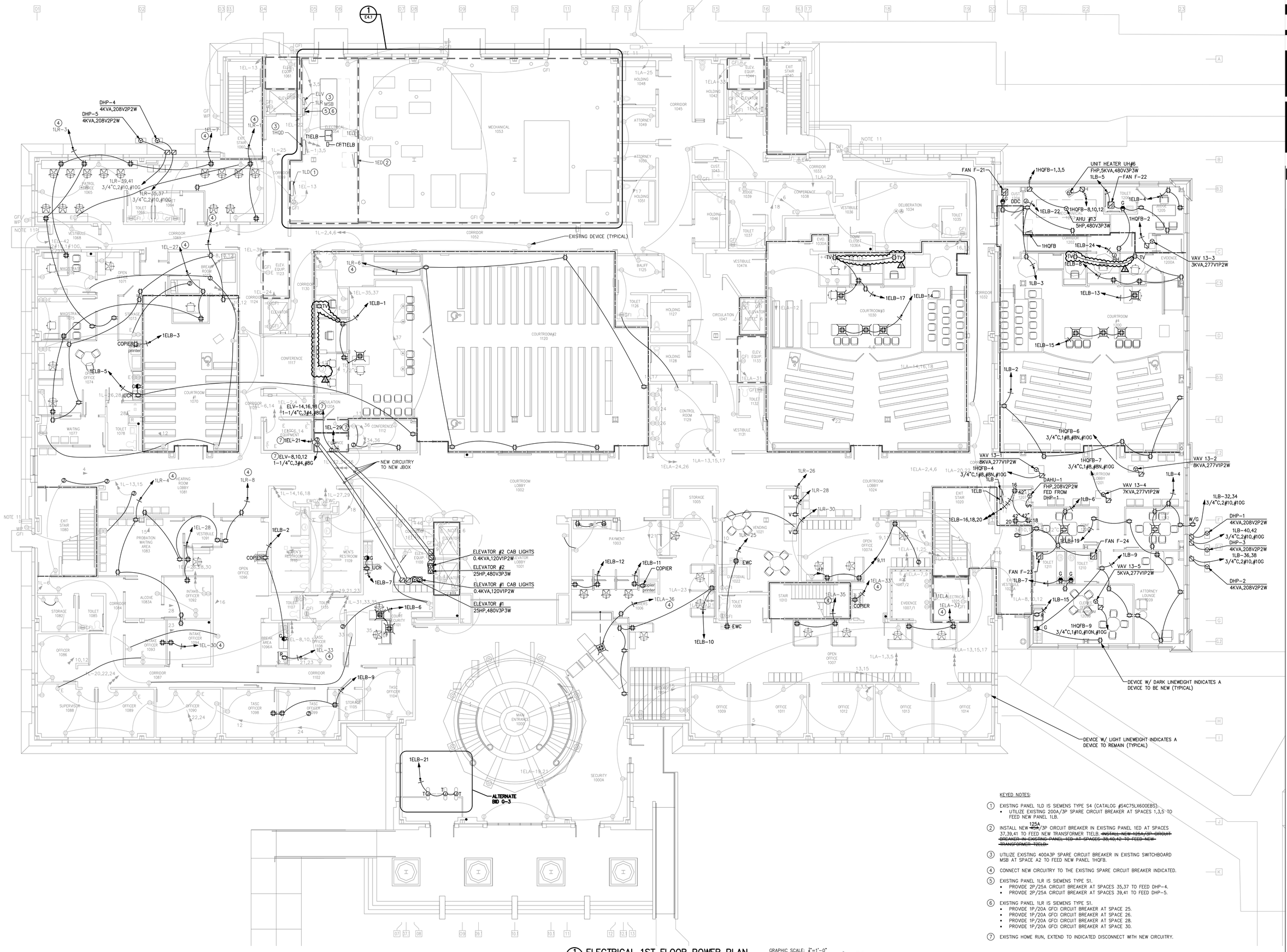
1. Courtroom #2 (1120)
    a. Move TV location to wall behind witness stand
    b. Move mic location to witness stand
    c. Remove TV and mic locations from clerk's side
2. Courtroom #3 (1030)
    a. Add TV location to wall behind witness stand
    b. Add mic location to witness stand
3. Courtroom #4 (1200)
    a. Add TV location to wall behind witness stand
    b. Add mic location to witness stand
4. Courtroom #5 (2070) – refer to RFP #20 for revised casework
    a. Add power and data to clerk's side
    b. Remove power and data from witness stand
5. Courtroom #6 (2100)
    a. Move TV location to wall behind witness stand
    b. Move mic location to witness stand
    c. Remove TV and mic locations from clerk's side
6. Courtroom #7 (2030)
    a. Add TV location to wall behind witness stand
    b. Add mic location to witness stand
    c. Add data to clerk's side

These revisions are reflected in the following updated electrical drawings:

- E1.1 Electrical 1st Floor Power Plan
- E1.3 Electrical 1st Floor Auxiliary Systems Plan
- E1.4 Electrical 2nd Floor Power Plan
- E1.6 Electrical 2nd Floor Auxiliary Systems Plan

Thank you,

John R Sawyer AIA




1 E1.1 ELECTRICAL 1ST FLOOR POWER PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 1/8"=1'-0"
0 2 4 8 16
TRUE NORTH

KEYED NOTES:

1. EXISTING PANEL 1LD IS SIEMENS TYPE S4 (CATALOG #S4C75LX600EBS).
   - UTILIZE EXISTING 200A/3P SPARE CIRCUIT BREAKER AT SPACES 1,3,5 TO FEED NEW PANEL 1LB.
2. INSTALL NEW ~~150A~~ 125A/3P CIRCUIT BREAKER IN EXISTING PANEL 1ED AT SPACES 37,39,41 TO FEED NEW TRANSFORMER T1ELB. ~~INSTALL NEW 125A/3P CIRCUIT BREAKER IN EXISTING PANEL 1ED AT SPACES 36,40,42 TO FEED NEW TRANSFORMER T2ELB.~~
3. UTILIZE EXISTING 400A3P SPARE CIRCUIT BREAKER IN EXISTING SWITCHBOARD MSB AT SPACE A2 TO FEED NEW PANEL 1HQFB.
4. CONNECT NEW CIRCUITRY TO THE EXISTING SPARE CIRCUIT BREAKER INDICATED.
5. EXISTING PANEL 1LR IS SIEMENS TYPE S1.
   - PROVIDE 2P/25A CIRCUIT BREAKER AT SPACES 35,37 TO FEED DHP-4.
   - PROVIDE 2P/25A CIRCUIT BREAKER AT SPACES 39,41 TO FEED DHP-5.
6. EXISTING PANEL 1LR IS SIEMENS TYPE S1.
   - PROVIDE 1P/20A GFCI CIRCUIT BREAKER AT SPACE 25.
   - PROVIDE 1P/20A GFCI CIRCUIT BREAKER AT SPACE 26.
   - PROVIDE 1P/20A GFCI CIRCUIT BREAKER AT SPACE 28.
   - PROVIDE 1P/20A GFCI CIRCUIT BREAKER AT SPACE 30.
7. EXISTING HOME RUN, EXTEND TO INDICATED DISCONNECT WITH NEW CIRCUITRY.

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE
124 Market St. Wilmington, NC 28401
910 762-0892 s2a3.com
CHEATHAM AND ASSOCIATES, P.A.
CONSULTING ENGINEERS
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WWW.CHEATHAMPA.COM
18048 NC LICENSE# C-1073

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17593 MARK A. CIARROCCA

**Brunswick County Courthouse Addition & Renovations**

Bolivia, NC

CONSTRUCTION DRAWINGS
SEPTEMBER 23, 2019

Revisions:

| | |
|---|---|
| 1 RFP 21: COURTROOM ELECTRICAL REVISIONS | 2/12/21 |

ELECTRICAL
1ST FLOOR
POWER PLAN

E1.1

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DEVICE W/ LIGHT LINEWEIGHT INDICATES AN EXISTING DEVICE TO REMAIN (TYPICAL)

DEVICE W/ DARK LINEWEIGHT INDICATES A NEW DEVICE TO BE INSTALLED (TYPICAL)

KEYED NOTES:

1. FIRE RATED PLYWOOD BACKBOARD. 3/4" THICK, 4'WIDEx8'TALL, MOUNTED VERTICALLY, PAINT WHITE. MOUNT ON ALL FOUR WALLS IN DATA ROOM.
2. CABLE TRAY ABOVE CEILING, WIRE MESH/BASKET TYPE, 6"WX4"DEEP
3. BOND EACH CABLE TRAY SECTION TO GROUND BAR WITH #6 STRANDED COPPER, GREEN INSULATED GROUND.
4. EXISTING 12"W CABLE TRAY.
5. CABLE TRAY ABOVE CEILING, WIRE MESH/BASKET TYPE, 12"W, MATCH DEPTH OF EXISTING CABLE TRAY.
6. GROUND BAR. SEE DETAIL L/E5.2
7. (3) 4"C BELOW GRADE. STUB UP 6" ABOVE GRADE IN DATA ROOM 1207.
8. (3) 4"C STUBBED UP THROUGH CEILING TO 6" AFF IN SECOND FLOOR DATA ROOM 2201.
9. LOCATION FOR FIRST FLOOR DAS ANTENNA 1-1/2"C STUBBED THOUGH FIRST FLOOR CEILING. SEE RISER C/E7.1.
10. 1-1/2"C BELOW GRADE STUBBED UP 6" AFF IN DATA ROOM 1207. CONTINUE CONDUIT TO GATE OPERATOR CONTROL CABINET. SEE SITE PLAN E0.11.
11. 1-1/2"C BELOW GRADE STUBBED UP 6" AFF IN DATA ROOM 1207. CONTINUE CONDUIT TO POST FOR GATE OPERATOR. SEE SITE PLAN E0.11.
12. BASE BID –
    FIRE ALARM MANUAL PULL STATION & HORN STROBE.
    ALTERNATE BID G3 –
    FIRE ALARM – ADD FIRE ALARM CONTROL MODULE FOR TURNSTILE CONTROL. (1) 3/4"C FOR TURNSTILE FIRE ALARM INTERFACE FROM FIRE ALARM RELAY CONTROL MODULE TO FIRST TURNSTILE PEDESTAL, THEN TO EACH ADDITIONAL TURNSTILE PEDESTAL. TURNSTILE SHALL OPEN, RELEASE, OR OTHERWISE ALLOW FREE EGRESS ON FIRE ALARM ACTIVATION.
    ACCESS CONTROL – (3) 3/4"C FOR TURNSTILE ACCESS CONTROL WITH (1) CAT 6 CABLE TO NEAREST DATA ROOM.
    ROUTE CONDUITS UNDERGROUND, UP EXTERIOR WALL AND OVER TO ACCESSIBLE CEILING IN ROOM 1104.
13. INSTALL IF NOT EXISTING.

1 E1.3 ELECTRICAL 1ST FLOOR AUXILIARY SYSTEMS PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 1/8"=1'-0"
0 2 4 8 16
TRUE NORTH

2 E1.3 ENLARGED DATA ROOM 1207
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE: 1/4"=1'-0"
0 1 2 4 8


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124 Market St, Wilmington, NC 28401
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WWW.CHEATHAMPA.COM
18048 NC LICENSE# C-1073


NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17993 JAMES M. CHEATHAM JAFFEBRUN ENGINEERING WILMINGTON, NC

**Brunswick County Courthouse Addition & Renovations**

Bolivia, NC

CONSTRUCTION DRAWINGS
SEPTEMBER 23, 2019

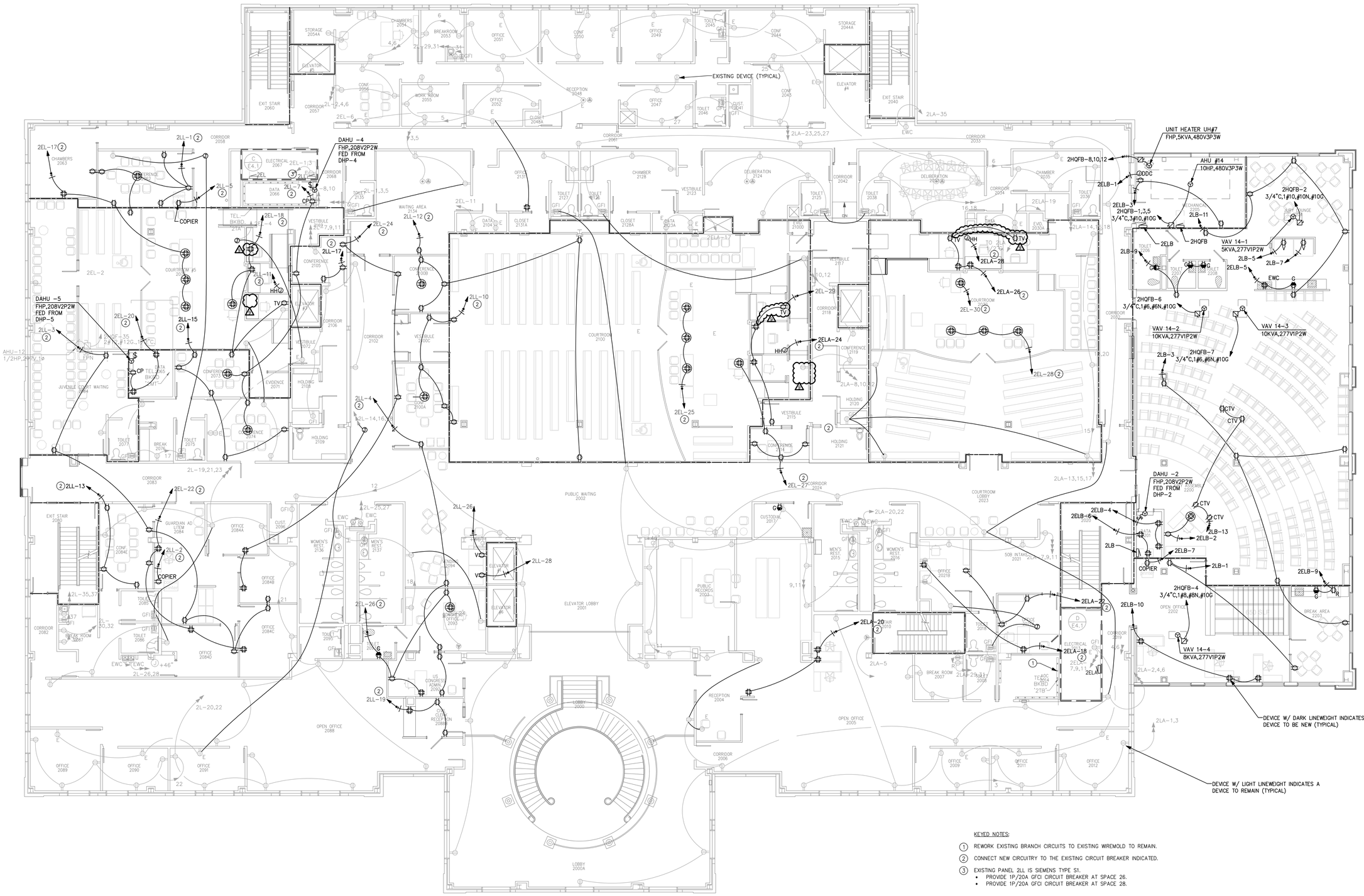
Revisions:

| | |
|---|---|
| ⚠ RFP 21: COURTROOM ELECTRICAL REVISIONS | 2/12/21 |

ELECTRICAL
1ST FLOOR
AUXILIARY SYSTEMS
PLAN

# E1.3

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KEYED NOTES:

1. REWORK EXISTING BRANCH CIRCUITS TO EXISTING WIREMOLD TO REMAIN.
2. CONNECT NEW CIRCUITRY TO THE EXISTING CIRCUIT BREAKER INDICATED.
3. EXISTING PANEL 2LL IS SIEMENS TYPE S1.
   - PROVIDE 1P/20A GFCI CIRCUIT BREAKER AT SPACE 26.
   - PROVIDE 1P/20A GFCI CIRCUIT BREAKER AT SPACE 28.

1 E1.4 ELECTRICAL 2ND FLOOR POWER PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 1/8"=1'-0"
0 2 4 8 16

TRUE NORTH

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18048 NC LICENSE# C-1073

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17695 MARK A. CIARROCCA

# Brunswick County Courthouse Addition & Renovations

Bolivia, NC

CONSTRUCTION DRAWINGS
SEPTEMBER 23, 2019

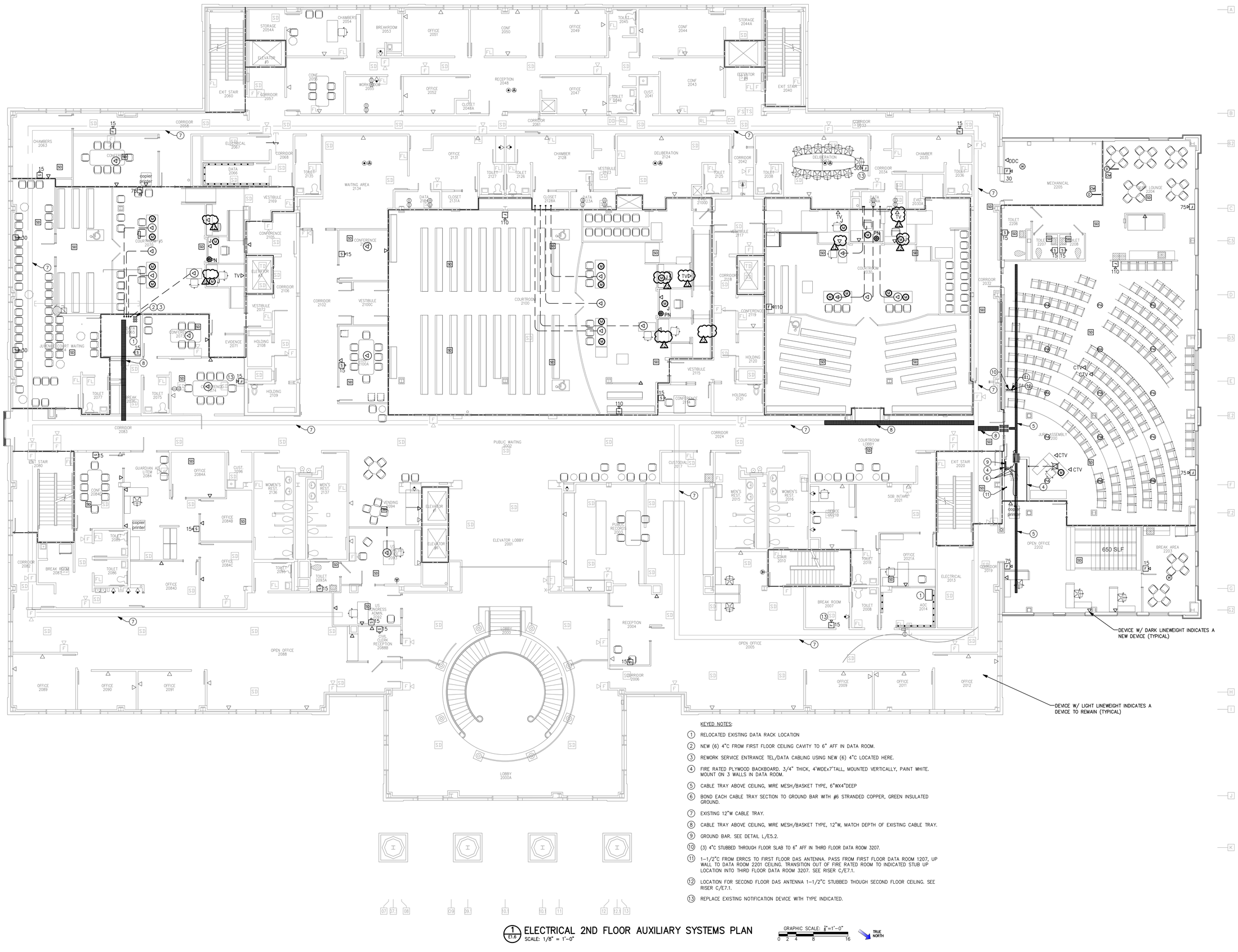
Revisions:

| | |
|---|---|
| RFP 21: COURTROOM ELECTRICAL REVISIONS | 2/12/21 |

ELECTRICAL
2ND FLOOR
POWER PLAN

E1.4

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KEYED NOTES:

1. RELOCATED EXISTING DATA RACK LOCATION
2. NEW (6) 4"C FROM FIRST FLOOR CEILING CAVITY TO 6" AFF IN DATA ROOM.
3. REWORK SERVICE ENTRANCE TEL/DATA CABLING USING NEW (6) 4"C LOCATED HERE.
4. FIRE RATED PLYWOOD BACKBOARD. 3/4" THICK, 4'WIDEx7'TALL, MOUNTED VERTICALLY, PAINT WHITE. MOUNT ON 3 WALLS IN DATA ROOM.
5. CABLE TRAY ABOVE CEILING, WIRE MESH/BASKET TYPE, 6"WX4"DEEP
6. BOND EACH CABLE TRAY SECTION TO GROUND BAR WITH #6 STRANDED COPPER, GREEN INSULATED GROUND.
7. EXISTING 12"W CABLE TRAY.
8. CABLE TRAY ABOVE CEILING, WIRE MESH/BASKET TYPE, 12"W, MATCH DEPTH OF EXISTING CABLE TRAY.
9. GROUND BAR. SEE DETAIL L/E5.2.
10. (3) 4"C STUBBED THROUGH FLOOR SLAB TO 6" AFF IN THIRD FLOOR DATA ROOM 3207.
11. 1-1/2"C FROM ERRCS TO FIRST FLOOR DAS ANTENNA. PASS FROM FIRST FLOOR DATA ROOM 1207, UP WALL TO DATA ROOM 2201 CEILING. TRANSITION OUT OF FIRE RATED ROOM TO INDICATED STUB UP LOCATION INTO THIRD FLOOR DATA ROOM 3207. SEE RISER C/E7.1.
12. LOCATION FOR SECOND FLOOR DAS ANTENNA 1-1/2"C STUBBED THOUGH SECOND FLOOR CEILING. SEE RISER C/E7.1.
13. REPLACE EXISTING NOTIFICATION DEVICE WITH TYPE INDICATED.

1 E1.6 ELECTRICAL 2ND FLOOR AUXILIARY SYSTEMS PLAN
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 1/8"=1'-0"
0 2 4 8 16
TRUE NORTH

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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17955 MARK A. CIARROCCHI

**Brunswick County Courthouse Addition & Renovations**

Bolivia, NC

CONSTRUCTION DRAWINGS
SEPTEMBER 23, 2019

Revisions:

RFP 21: COURTROOM ELECTRICAL REVISIONS 2/12/21

ELECTRICAL 2ND FLOOR AUXILIARY SYSTEMS PLAN

E1.6

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North Carolina Sound of Goldsboro, LLC
5413 US Hwy 117N
Pikeville, NC 27863
Phone: 919-709-4040
Fax: 919-709-4044

**Prepared especially for**

# Brunswick County Government Complex

**On Monday, February 22, 2021**

**Prepared by Chris Stephenson**
**cstephenson@ncsound.org**
**(919) 709-4040 x 118**

Proposal: 18796
Created: 2/16/2021
Printed: 2/22/2021

| **RFP 21 Courtroom Electrical Revisions** | **$6,101.06** |
|---|---|

| | |
|---|---|
| **Your Price:** | **$6,101.06** |
| Sales Tax | $117.54 |
| **SubTotal:** | **$6,218.60** |
| **Total:** | **$6,218.60** |

RFP 21 Courtroom Electrical Revisions

Prices are firm until 4/17/2021 Terms: Net 30

**Quoted by:** Chris Stephenson, cstephenson@ncsound.org **Date:** 2/16/2021

RFP 21 Courtroom Electrical Revisions

**Accepted by:** _____ **Date:** _____

## General Information

General installation hours for NCS are 7:00am-5:30pm Monday- Friday. We will schedule all work through the owner's designated contact. NCS Employees will maintain a clean work site at all times. NCS Employees will notify your staff upon arrival and departure. Complete system training will be provided to your staff with any necessary documentation. Free Phone support provided on specific system issues that allow simple troubleshooting and help desk type resolutions.

## Warranty Information

NCS installations have a 1 Year Parts and Labor Warranty. This warranty covers the installed system against defects in material and workmanship for a period of 1 year from the date of acceptance from the owner. This warranty does not include damage related to fire, flood/water damage, lightning damage, power surges, or other acts of nature. Also not covered is deliberate or accidental physical abuse of the equipment. NCS offers various annual maintenance agreements on select systems. Inquire at **sales@ncsound.org** or visit us at **www.ncsound.org**

## Service Information

NCS provides full service on all of the systems we install as well as equipment provided and installed by others. Normal service times are 7:00am-5:30pm Monday - Friday. Standard service rates will apply, including one way travel to your facility. Request for service can be made by submitting a form on our website **www.ncsound.org,** sending an email to **service@ncsound.org**,or calling our office at 919-709-4040. In an emergency please contact 919-222-5373.

## Approved Proposals

Approved Proposals may be emailed to **sales@ncsound.org** or faxed to 919-709-4044.

## Proprietary Information/Non Disclosure

This proposal, and any proposed designs, plans and specifications which have been or may have been provided by NCS that are related to the project related to this quotation (a) are proprietary to NCS, (b) may not be used or copied for any purpose than your evaluation of this quotation and any work performed by NCS following your acceptance of this quotation.

# Brunswick County Courthouse
# RFP 21 Courtroom Electrical Revisions

This quote is for NC Sound's portion of RFP 21 Courtroom Electrical Revisions. The scope of work provided by NCS will consist of the following:

Courtroom #1 (1070):
No change.

Courtroom #2 (1120):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that were to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone shown on the original plans by the clerk will be relocated to the witness side. The 22/2 OAS cable that was to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.

Courtroom #3 (1030):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that have already been pulled will remain in place along with the TV and data outlets. A new Cat 6A F/UTP cable and Cat 6 cable will be pulled to the witness side as indicated on the RFP 21 revised floor plans. The wall mount that is currently installed on the clerk side will be removed. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone jack currently installed by the clerk will be relocated to the witness side. The 22/2 OAS cable pulled to the clerk side will be moved to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.

Courtroom #4 (1200):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that have already been pulled will remain in place along with the TV and data outlets. A new Cat 6A F/UTP cable and Cat 6 cable will be pulled to the witness side as indicated on the RFP 21 revised floor plans. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone jack currently installed by the clerk will be relocated to the witness side. The 22/2 OAS cable pulled to the clerk side will be moved to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.

5413 Hwy 117N Pikeville, NC 27530
919-709-4040 Phone 919-709-4044 fax

Courtroom #5 (2070):
- The 2 data outlets shown on the original plans by the witness side will be relocated to the clerk side. The 2 Cat 6 cables that were going to be pulled to the witness will now be pulled to the clerk and terminated with Cat 6 jacks and a face plate per the RFP 21 revised floor plans.

Courtroom #6 (2100):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that were to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone shown on the original plans by the clerk will be relocated to the witness side. The 22/2 OAS cable that was to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.

Courtroom #7 (2030):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that have already been pulled will remain in place along with the TV and data outlets. A new Cat 6A F/UTP cable and Cat 6 cable will be pulled to the witness side as indicated on the RFP 21 revised floor plans. The wall mount that is currently installed on the clerk side will be removed. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone jack currently installed by the clerk will be relocated to the witness side. The 22/2 OAS cable pulled to the clerk side will be moved to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.
- The existing data cables at the witness stand will remain in place. Two new Cat 6 data cables will be pulled to the clerk's side and terminated on a faceplate.

Notes:
- NCS will provide the AV electrical boxes located by the wall mount TVs for each courtroom. Installation of the AV wall boxes is not included in this quote and is to be provided by the electrical.
- Any additional electrical boxes or conduit raceway required in this RFP is not included in this quote.

DocuSign Envelope ID: 187E9B50-ED4E-47C6-A56B-C0BF70E86A8F

# AMENDMENT TO GOODS AND SERVICES AGREEMENT

This Amendment to Goods and Services Agreement (the "Amendment") is made and entered into the 4th day of March, 2020, by and between Brunswick County (hereinafter referred to as "County") and North Carolina Sound of Goldsboro, LLC (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, County and Contractor entered into a Goods and Services Agreement (the "Agreement") effective August 18, 2020, for the Project, as defined in the Agreement; and

WHEREAS, the parties recently discovered a discrepancy in the electrical plans for the Project, which necessitated revisions to various audio/visual equipment in multiple courtrooms, as more fully set forth herein; and

WHEREAS, the revisions resulted in additional costs and fees other than those set forth in the Agreement.

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

1. The Proposal for the Project revisions and the additional costs and fees associated with same is attached hereto as Exhibit "B" and is incorporated by reference and made an integral part of the Agreement.

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

3. This Amendment 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. This Amendment 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 Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

DocuSign Envelope ID: 187E9B50-ED4E-47C6-A56B-C0BF70E86A8F

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

**BRUNSWICK COUNTY**

By: Randell K. Woodruff

Printed Name: Randell K. Woodruff

Title: County Manager

Date: 3/8/2021

**NORTH CAROLINA SOUND OF GOLDSBORO, LLC**

By: Chris Jordan

Printed Name: Chris Jordan

Title: VP of Operations

Date: 3/5/2021

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

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

APPROVED AS TO FORM

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

DocuSign Envelope ID: 187E9B50-ED4E-47C6-A56B-C0BF70E86A8F

# EXHIBIT "B"

North Carolina Sound of Goldsboro, LLC
5413 US Hwy 117N
Pikeville, NC 27863
Phone: 919-709-4040
Fax: 919-709-4044

**Prepared especially for**

# Brunswick County Government Complex

**On Monday, February 22, 2021**

**Prepared by Chris Stephenson**
**cstephenson@ncsound.org**
**(919) 709-4040 x 118**

Proposal: 18796
Created: 2/16/2021
Printed: 2/22/2021

DocuSign Envelope ID: 187E9B50-ED4E-47C6-A56B-C0BF70E86A8F



| **RFP 21 Courtroom Electrical Revisions** | **$6,101.06** |
|---|---|

| | |
|---|---|
| **Your Price:** | **$6,101.06** |
| Sales Tax | $117.54 |
| **SubTotal:** | **$6,218.60** |
| **Total:** | **$6,218.60** |

RFP 21 Courtroom Electrical Revisions

Prices are firm until 4/17/2021 Terms: Net 30

**Quoted by:** Chris Stephenson, cstephenson@ncsound.org **Date:** 2/16/2021

RFP 21 Courtroom Electrical Revisions

**Accepted by:** Randell K. Woodruff **Date:** 3/8/2021

DocuSign Envelope ID: 187E9B50-ED4E-47C6-A56B-C0BF70E86A8F



## General Information

General installation hours for NCS are 7:00am-5:30pm Monday- Friday. We will schedule all work through the owner's designated contact. NCS Employees will maintain a clean work site at all times. NCS Employees will notify your staff upon arrival and departure. Complete system training will be provided to your staff with any necessary documentation. Free Phone support provided on specific system issues that allow simple troubleshooting and help desk type resolutions.

## Warranty Information

NCS installations have a 1 Year Parts and Labor Warranty. This warranty covers the installed system against defects in material and workmanship for a period of 1 year from the date of acceptance from the owner. This warranty does not include damage related to fire, flood/water damage, lightning damage, power surges, or other acts of nature. Also not covered is deliberate or accidental physical abuse of the equipment. NCS offers various annual maintenance agreements on select systems. Inquire at **sales@ncsound.org** or visit us at **www.ncsound.org**

## Service Information

NCS provides full service on all of the systems we install as well as equipment provided and installed by others. Normal service times are 7:00am-5:30pm Monday - Friday. Standard service rates will apply, including one way travel to your facility. Request for service can be made by submitting a form on our website **www.ncsound.org,** sending an email to **service@ncsound.org**,or calling our office at 919-709-4040. In an emergency please contact 919-222-5373.

## Approved Proposals

Approved Proposals may be emailed to **sales@ncsound.org** or faxed to 919-709-4044.

## Proprietary Information/Non Disclosure

This proposal, and any proposed designs, plans and specifications which have been or may have been provided by NCS that are related to the project related to this quotation (a) are proprietary to NCS, (b) may not be used or copied for any purpose than your evaluation of this quotation and any work performed by NCS following your acceptance of this quotation.

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North Carolina Sound of Goldsboro, LLC
www.ncsound.org

# Brunswick County Courthouse
# RFP 21 Courtroom Electrical Revisions

This quote is for NC Sound's portion of RFP 21 Courtroom Electrical Revisions. The scope of work provided by NCS will consist of the following:

Courtroom #1 (1070):
No change.

Courtroom #2 (1120):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that were to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone shown on the original plans by the clerk will be relocated to the witness side. The 22/2 OAS cable that was to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.

Courtroom #3 (1030):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that have already been pulled will remain in place along with the TV and data outlets. A new Cat 6A F/UTP cable and Cat 6 cable will be pulled to the witness side as indicated on the RFP 21 revised floor plans. The wall mount that is currently installed on the clerk side will be removed. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone jack currently installed by the clerk will be relocated to the witness side. The 22/2 OAS cable pulled to the clerk side will be moved to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.

Courtroom #4 (1200):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that have already been pulled will remain in place along with the TV and data outlets. A new Cat 6A F/UTP cable and Cat 6 cable will be pulled to the witness side as indicated on the RFP 21 revised floor plans. The 80" display and display wall mount will be installed on the wall above the witness.
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5413 Hwy 117N Pikeville, NC 27530
919-709-4040 Phone 919-709-4044 fax

DocuSign Envelope ID: 187E9B50-ED4E-47C6-A56B-C0BF70E86A8F



Courtroom #5 (2070):
- The 2 data outlets shown on the original plans by the witness side will be relocated to the clerk side. The 2 Cat 6 cables that were going to be pulled to the witness will now be pulled to the clerk and terminated with Cat 6 jacks and a face plate per the RFP 21 revised floor plans.

Courtroom #6 (2100):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that were to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone shown on the original plans by the clerk will be relocated to the witness side. The 22/2 OAS cable that was to be pulled to the clerk side will now be pulled to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.

Courtroom #7 (2030):
- The 80" display shown on the original plans by the clerk will be relocated to the witness side. The Cat 6A F/UTP cable and Cat 6 cable that have already been pulled will remain in place along with the TV and data outlets. A new Cat 6A F/UTP cable and Cat 6 cable will be pulled to the witness side as indicated on the RFP 21 revised floor plans. The wall mount that is currently installed on the clerk side will be removed. The 80" display and display wall mount will be installed on the wall above the witness.
- The microphone jack currently installed by the clerk will be relocated to the witness side. The 22/2 OAS cable pulled to the clerk side will be moved to the witness side as indicated on the RFP 21 revised floor plans. The microphone jack and microphone will be installed on the witness side.
- The existing data cables at the witness stand will remain in place. Two new Cat 6 data cables will be pulled to the clerk's side and terminated on a faceplate.

Notes:
- NCS will provide the AV electrical boxes located by the wall mount TVs for each courtroom. Installation of the AV wall boxes is not included in this quote and is to be provided by the electrical.
- Any additional electrical boxes or conduit raceway required in this RFP is not included in this quote.

North Carolina Sound of Goldsboro, LLC
5413 US Hwy 117N
Pikeville, NC 27863
Phone: 919-709-4040
Fax: 919-709-4044

**Prepared especially for**

# Brunswick County Government Complex

**On Thursday, March 4, 2021**

**Prepared by Chris Stephenson**
**cstephenson@ncsound.org**
**(919) 709-4040 x 118**

Proposal: 18931
Created: 3/4/2021
Printed: 3/4/2021

| **Jury Assembly Additional 80" Display** | **$8,890.54** |
|---|---|

| | |
|---|---|
| **Your Price:** | **$8,890.54** |
| Sales Tax | $450.79 |
| **SubTotal:** | **$9,341.33** |
| **Total:** | **$9,341.33** |

Jury Assembly Additional 80" Display

Prices are firm until 5/3/2021 Terms: Net 30

**Quoted by:** Chris Stephenson, cstephenson@ncsound.org **Date:** 3/4/2021

Jury Assembly Additional 80" Display

**Accepted by:** _____ **Date:** _____

## General Information

General installation hours for NCS are 7:00am-5:30pm Monday- Friday. We will schedule all work through the owner's designated contact. NCS Employees will maintain a clean work site at all times. NCS Employees will notify your staff upon arrival and departure. Complete system training will be provided to your staff with any necessary documentation. Free Phone support provided on specific system issues that allow simple troubleshooting and help desk type resolutions.

## Warranty Information

NCS installations have a 1 Year Parts and Labor Warranty. This warranty covers the installed system against defects in material and workmanship for a period of 1 year from the date of acceptance from the owner. This warranty does not include damage related to fire, flood/water damage, lightning damage, power surges, or other acts of nature. Also not covered is deliberate or accidental physical abuse of the equipment. NCS offers various annual maintenance agreements on select systems. Inquire at **sales@ncsound.org** or visit us at **www.ncsound.org**

## Service Information

NCS provides full service on all of the systems we install as well as equipment provided and installed by others. Normal service times are 7:00am-5:30pm Monday - Friday. Standard service rates will apply, including one way travel to your facility. Request for service can be made by submitting a form on our website **www.ncsound.org,** sending an email to **service@ncsound.org**,or calling our office at 919-709-4040. In an emergency please contact 919-222-5373.

## Approved Proposals

Approved Proposals may be emailed to **sales@ncsound.org** or faxed to 919-709-4044.

## Proprietary Information/Non Disclosure

This proposal, and any proposed designs, plans and specifications which have been or may have been provided by NCS that are related to the project related to this quotation (a) are proprietary to NCS, (b) may not be used or copied for any purpose than your evaluation of this quotation and any work performed by NCS following your acceptance of this quotation.

North Carolina Sound of Goldsboro, LLC
www.ncsound.org

# Brunswick County Courthouse
# Jury Assembly - Add (1) 80” Display

This quote is for NC Sound to add (1) 80” display to the Jury Assembly room. A Sharp 80” display is currently slated to be installed by the desk in the Jury Assembly room. With this quote a matching Sharp 80” display will be installed on the wall backing up to corridor 2032. The installation will consist of the following:

- A Chief wall display mount will be installed on the wall to mount the new display.
- An Extron digital receiver will be installed by the new display to receive a digital video signal from the AV rack located in room 2014. An HDMI cables will be installed between the digital receiver and the Sharp display.
- A Cat 6A F/UTP cable and Cat 6 cable will be pulled to the new display from the AV rack located in room 2014. The Cat 6A F/UTP cable will carry the digital video signal and the cat 6 cable will be installed for display control by the AV system.
- The new cables will be terminated within the AV rack and the system will be programmed to add the new display.

Notes:
- NCS will provide the AV electrical boxes located by the wall mount TV for the Jury Assembly Room. Installation of the AV wall box is not included in this quote and is to be provided by the electrical contractor.
- A 120 vac power receptacle will be required at the new display location. This is not included in the proposal and will need to be provided by the electrical contractor.
- Any additional electrical boxes or conduit raceway required in this RFP is not included in this quote.

5413 Hwy 117N Pikeville, NC 27530
919-709-4040 Phone 919-709-4044 fax

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# SECOND AMENDMENT TO GOODS AND SERVICES AGREEMENT

This Second Amendment to Goods and Services Agreement (the "Second Amendment") is made and entered into the 15th day of March, 2021, by and between Brunswick County (hereinafter referred to as "County") and North Carolina Sound of Goldsboro, LLC (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, County and Contractor entered into a Goods and Services Agreement (the "Agreement") effective August 18, 2020, for the Project, as defined in the Agreement; and

WHEREAS, County and Contractor subsequently entered into an Amendment to Goods and Services Agreement (the "First Amendment") effective March 4, 2021; and

WHEREAS, due to an alternative design configuration for the Jury Assembly Room, County desires to amend the goods and services to include additional video equipment, namely, one additional 80" display and accessories; and

WHEREAS, the additional video equipment, accessories and associated installation services for same resulted in additional costs and fees other than those set forth in the Agreement and First Amendment.

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

1. The Proposal for additional video equipment, accessories and related installation services, along with the costs and fees associated with same, is attached hereto as Exhibit "C" and is incorporated by reference and made an integral part of the Agreement, as amended.

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

3. This Second Amendment 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. This Second Amendment 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 Second Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

DocuSign Envelope ID: CFD5518B-670F-4437-8F5A-90542D75FEF3

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

ATTEST:

_____
Clerk to the Board /
Deputy Clerk to the Board

**BRUNSWICK COUNTY**

By: _____
Chairman, Board of Commissioners

[SEAL]

**NORTH CAROLINA SOUND OF GOLDSBORO, LLC**

By: Chris Jordan

Printed Name: Chris Jordan

Title: VP of Operations

Date: 3/10/2021

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

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

APPROVED AS TO FORM

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

DocuSign Envelope ID: CFD5518B-670F-4437-8F5A-90542D75FEF3

# EXHIBIT "C"

North Carolina Sound of Goldsboro, LLC
5413 US Hwy 117N
Pikeville, NC 27863
Phone: 919-709-4040
Fax: 919-709-4044

**Prepared especially for**

# Brunswick County Government Complex

**On Thursday, March 4, 2021**

**Prepared by Chris Stephenson**
**cstephenson@ncsound.org**
**(919) 709-4040 x 118**

Proposal: 18931
Created: 3/4/2021
Printed: 3/4/2021

DocuSign Envelope ID: CFD5518B-670F-4437-8F5A-90542D75FEF3



| **Jury Assembly Additional 80" Display** | **$8,890.54** |
|---|---|

| | |
|---|---|
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| Sales Tax | $450.79 |
| **SubTotal:** | **$9,341.33** |
| **Total:** | **$9,341.33** |

Jury Assembly Additional 80" Display

Prices are firm until 5/3/2021 Terms: Net 30

**Quoted by:** Chris Stephenson, cstephenson@ncsound.org **Date:** 3/4/2021

Jury Assembly Additional 80" Display

**Accepted by:** _____ **Date:** _____

DocuSign Envelope ID: CFD5518B-670F-4437-8F5A-90542D75FEF3



## General Information

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NCS installations have a 1 Year Parts and Labor Warranty. This warranty covers the installed system against defects in material and workmanship for a period of 1 year from the date of acceptance from the owner. This warranty does not include damage related to fire, flood/water damage, lightning damage, power surges, or other acts of nature. Also not covered is deliberate or accidental physical abuse of the equipment. NCS offers various annual maintenance agreements on select systems. Inquire at **sales@ncsound.org** or visit us at **www.ncsound.org**

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## Approved Proposals

Approved Proposals may be emailed to **sales@ncsound.org** or faxed to 919-709-4044.

## Proprietary Information/Non Disclosure

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DocuSign Envelope ID: CFD5518B-670F-4437-8F5A-90542D75FEF3

North Carolina Sound of Goldsboro, LLC
www.ncsound.org

# Brunswick County Courthouse
# Jury Assembly - Add (1) 80” Display

This quote is for NC Sound to add (1) 80” display to the Jury Assembly room. A Sharp 80” display is currently slated to be installed by the desk in the Jury Assembly room. With this quote a matching Sharp 80” display will be installed on the wall backing up to corridor 2032. The installation will consist of the following:

- A Chief wall display mount will be installed on the wall to mount the new display.
- An Extron digital receiver will be installed by the new display to receive a digital video signal from the AV rack located in room 2014. An HDMI cables will be installed between the digital receiver and the Sharp display.
- A Cat 6A F/UTP cable and Cat 6 cable will be pulled to the new display from the AV rack located in room 2014. The Cat 6A F/UTP cable will carry the digital video signal and the cat 6 cable will be installed for display control by the AV system.
- The new cables will be terminated within the AV rack and the system will be programmed to add the new display.

Notes:
- NCS will provide the AV electrical boxes located by the wall mount TV for the Jury Assembly Room. Installation of the AV wall box is not included in this quote and is to be provided by the electrical contractor.
- A 120 vac power receptacle will be required at the new display location. This is not included in the proposal and will need to be provided by the electrical contractor.
- Any additional electrical boxes or conduit raceway required in this RFP is not included in this quote.

5413 Hwy 117N Pikeville, NC 27530
919-709-4040 Phone 919-709-4044 fax

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 15.**
Tax Administration - March 2021 Releases

**From:**
Jeffery P Niebauer

**Issue/Action Requested:**
Request that the Board of Commissioners approve the March 2021 releases.

**Background/Purpose of Request:**
Approval of the tax releases for March 2021. A summary of the releases is listed below.

**County** real property release value $515,280 (8 releases)
**Calabash** real property release value $96,420 (1 release)
**Leland** real property release value $100 (1 release)

**County** personal property release value $753,752 (35 releases)
**Smithville** personal property release value $99,627 (4 releases)
**Boiling Spring Lakes** personal property release value $2,663 (1 release)
**Carolina Shores** personal property release value $886 (1 release)
**Leland** personal property release value $27,904 (4 releases)
**Northwest** personal property release value $463,170 (3 releases)
**Sunset Beach** personal property release value $12,603 (2 releases)
**Southport** personal property release value $75,356 (2 releases)
**Varnamtown** personal property release value $9,598 (1 release)

**County** VTS February 2021 release value $287,493 (27 releases)
**Smithville** VTS February 2021 release value $40,265 (3 release)
**Boiling Spring Lakes** VTS February 2021 release value $11,052 (1 release)
**Leland** VTS February 2021 release value $89,803 (6 releases)
**Oak Island** VTS February 2021 release value $11,925 (1 release)
**Shallotte** VTS February 2021 release value $7,425 (1 release)
**Southport** VTS February 2021 release value $13,642 (1 release)

For information purposes only

**Calabash** fire district $609.38 (3 releases)
**Civietown** fire district $299.25 (5 releases)
**Leland** fire district $16.50 (1 release)
**Supply** fire district $142.50 (6 releases)

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the March 2021 releases.

**ATTACHMENTS:**

Description

- Tax Releases for March 2021
- Motor Vehicle Releases (VTS) March 2021 Processed February 2021 (NCDMV Tax & Tag)
- Fire Fee Releases

# Tax Releases for March 2021
# PERSONAL RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 047977 | 2/11/2021 | SMITH JIMMY SMITH DANYELE | 132029 (2020) | 80060536 | OAK ISLAND | 237IA156 | SMITHVILLE | $76.63-C<br>$6.32-SM | $15,800.00 | Duplicate Listing |
| 047978 | 2/15/2021 | OBRIEN MICHAEL KEVIN | 105649 (2020) | 80014447 | CAROLINA SHORES | NULL | LOCKWOOD FOLLY | $4.30-C<br>$0.90-CS | $886.00 | Did Not Own January 1 |
| 047979 | 2/15/2021 | HART GLENN EDWARD | 061017 (2017) | 80009728 | | NULL | LOCKWOOD FOLLY | $29.29-C | $6,040.00 | Did Not Own January 1 |
| 047980 | 2/15/2021 | HART GLENN EDWARD | 301326 (2016) | 80009728 | | NULL | LOCKWOOD FOLLY | $30.26-C<br>$3.03-LL | $6,240.00 | Did Not Own January 1 |
| 047981 | 2/15/2021 | HART GLENN EDWARD | 059338 (2015) | 80009728 | | NULL | LOCKWOOD FOLLY | $20.21-C<br>$2.02-LL | $4,167.00 | Did Not Own January 1 |
| 047982 | 2/15/2021 | SNIDER JUDITH ELLIS | 133177 (2020) | 80084325 | | 2320001902 | LOCKWOOD FOLLY | $48.34-C | $9,966.00 | Did Not Own January 1 |
| 047983 | 2/15/2021 | JOYCE CHARLES G | 075751 (2020) | 92144045 | OAK ISLAND | 237IA156 | SMITHVILLE | $41.08-C<br>$3.39-SM | $8,471.00 | Did Not Own January 1 |
| 047984 | 2/15/2021 | BRANTLY RITA GAIL | 016081 (2017) | 80009002 | | NULL | LOCKWOOD FOLLY | $5.21-C | $1,075.00 | Did Not Own January 1 |
| 047985 | 2/15/2021 | MILLER OTTO KENNEDY II | 301900 (2016) | 80017731 | LELAND | 059JG013 | TOWN CREEK | $37.68-C<br>$3.77-LL<br>$14.24-LEL<br>$1.42-LELLL | $7,770.00 | Situs in Another County |
| 047986 | 2/15/2021 | CRANFORD LARRY MARVIN ETUX | 300424 (2020) | 80082031 | HOLDEN BEACH | 232NE010 | LOCKWOOD FOLLY | $81.80-C<br>$8.18-LL | $16,865.00 | Clerical Error/DE Error |
| 047987 | 2/15/2021 | FERUGON KENNETH E ETUX | 046513 (2019) | 80060811 | | 214MA011 | LOCKWOOD FOLLY | $24.61-C | $5,075.00 | Duplicate Listing |
| 047988 | 2/15/2021 | FERUGON KENNETH E ETUX | 046897 (2020) | 80060811 | | 214MA011 | LOCKWOOD FOLLY | $23.38-C | $4,821.00 | Duplicate Listing |
| 048004 | 2/26/2021 | YOUNG LEANNE | 158497 (2017) | 80019331 | SUNSET BEACH | NULL | SHALLOTTE | $29.78-C<br>$9.82-SB | $6,140.00 | Did Not Own January 1 |

# Tax Releases for March 2021
# PERSONAL RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 048005 | 2/26/2021 | YOUNG LEANNE | 301795 (2016) | 80019331 | SUNSET BEACH | NULL | SHALLOTTE | $31.35-C<br>$3.14-LL<br>$10.34-SB<br>$1.03-SBLL | $6,463.00 | Did Not Own January 1 |
| 048006 | 2/26/2021 | HUDDLESTON KEITH EDWARD | 303085 (2015) | 80015357 | VARNAMTOWN | NULL | LOCKWOOD FOLLY | $46.55-C<br>$4.66-LL<br>$5.19-VAR<br>$0.52-VARLL | $9,598.00 | Adjusted Per Purchase Price |
| 048007 | 2/26/2021 | LOWE TIMOTHY JAMES | 087766 (2020) | 80085253 | SOUTHPORT | 237LF020 | SMITHVILLE | $80.04-C<br>$6.60-SM<br>$48.78-SP | $16,503.00 | Situs in Another County |
| 048008 | 2/26/2021 | STEPHENS RODNEY CARL | 130469 (2013) | 80016824 | | NULL | LOCKWOOD FOLLY | $32.79-C | $7,410.00 | Situs in Another County |
| 048013 | 3/2/2021 | BIRCHALL PAUL J | 011826 (2020) | 80010715 | | 2310004603 | LOCKWOOD FOLLY | $24.76-C | $5,105.00 | Did Not Own January 1 |
| 048014 | 3/2/2021 | STEVENSON LOUISE B | 138069 (2020) | 65309720 | | 162NB027 | SHALLOTTE | $31.94-C | $6,585.00 | Duplicate Listing |
| 048015 | 3/2/2021 | STEVENSON LOUISE B | 135815 (2019) | 65309720 | | 162NB027 | SHALLOTTE | $33.62-C | $6,932.00 | Duplicate Listing |
| 048016 | 3/2/2021 | STEVENSON LOUISE B | 134365 (2018) | 65309720 | | 162NB027 | SHALLOTTE | $35.39-C | $7,297.00 | Duplicate Listing |
| 048017 | 3/2/2021 | STEVENSON LOUISE B | 136308 (2017) | 65309720 | | 162NB027 | SHALLOTTE | $37.25-C | $7,681.00 | Duplicate Listing |
| 048018 | 3/2/2021 | STEVENSON LOUISE B | 133407 (2016) | 65309720 | | 162NB027 | SHALLOTTE | $39.21-C | $8,085.00 | Duplicate Listing |
| 048019 | 3/2/2021 | STEVENSON LOUISE B | 131548 (2015) | 65309720 | | 162NB027 | SHALLOTTE | $41.27-C | $8,510.00 | Duplicate Listing |
| 048020 | 3/2/2021 | STEVENSON LOUISE B | 130037 (2014) | 65309720 | | 162NB027 | SHALLOTTE | $40.11-C | $9,064.00 | Duplicate Listing |

# Tax Releases for March 2021
## PERSONAL RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 048021 | 3/2/2021 | ATLANTIC REEF MARKER LLC | 004331 (2020) | 80079333 | SOUTHPORT | 237LF020 | SMITHVILLE | $285.44-C<br>$23.54-SM<br>$173.97-SP | $58,853.00 | Duplicate Listing |
| 048022 | 3/2/2021 | ALWEIS ANDREW PHILIP | 001820 (2013) | 80020081 | | 216OA00802 | LOCKWOOD FOLLY | $43.37-C<br>$4.34-LL | $9,800.00 | Duplicate Listing |
| 048023 | 3/2/2021 | BRADHAM RICKIE LEE | 015676 (2017) | 80011014 | LELAND | NULL | NORTHWEST | $31.23-C<br>$13.52-LEL | $6,440.00 | Did Not Own January 1 |
| 048024 | 3/2/2021 | BRADHAM RICKIE LEE | 301402 (2016) | 80011014 | LELAND | NULL | NORTHWEST | $33.56-C<br>$3.36-LL<br>$12.68-LEL<br>$1.27-LELLL | $6,920.00 | Did Not Own January 1 |
| 048025 | 3/2/2021 | BRADHAM RICKIE LEE | 301671 (2015) | 80011014 | LELAND | NULL | NORTHWEST | $32.85-C<br>$3.29-LL<br>$10.26-LEL<br>$1.03-LELLL | $6,774.00 | Did Not Own January 1 |
| 048026 | 3/2/2021 | GIRARD STEVEN EDMOND | 303024 (2014) | 80010000 | BOILING SPRING LAKES | NULL | TOWN CREEK | $11.78-C<br>$1.18-LL<br>$4.53-BSL<br>$0.45-BSLLL | $2,663.00 | Did Not Own January 1 |
| 048027 | 3/2/2021 | ROGERS ZACHARY WADE | 121500 (2020) | 80018662 | | 0840003608 | TOWN CREEK | $31.93-C | $6,583.00 | Did Not Own January 1 |

# Tax Releases for March 2021
## BUSINESS PERSONAL RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 047989 | 2/15/2021 | NORTHWEST SAND MINE | 301440 (2020) | 80057578 | NORTHWEST | 00500016 | NORTHWEST | $748.79-C<br>$74.88-LL<br>$370.54-NW<br>$37.05-NWLL | $154,390.00 | Duplicate Listing |
| 047990 | 2/15/2021 | NORTHWEST SAND MINE | 303364 (2019) | 80057578 | NORTHWEST | 00500016 | NORTHWEST | $748.79-C<br>$74.88-LL<br>$370.54-NW<br>$37.05-NWLL | $154,390.00 | Duplicate Listing |
| 047991 | 2/15/2021 | NORTHWEST SAND MINE | 301418 (2018) | 80057578 | NORTHWEST | 00500016 | NORTHWEST | $748.79-C<br>$74.88-LL<br>$370.54-NW<br>$37.05-NWLL | $154,390.00 | Duplicate Listing |

# Tax Releases for March 2021
## REAL RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 047992 | 2/15/2021 | VEREEN NANCY J ETALS | 141392 (2013) | 55022830 | | 1690000501 | LOCKWOOD FOLLY | $98.68-C | $22,300.00 | Clerical Error/DE Error |
| 047993 | 2/15/2021 | VEREEN NANCY J ETALS | 140387 (2014) | 55022830 | | 1690000501 | LOCKWOOD FOLLY | $350.77-C | $79,270.00 | Clerical Error/DE Error |

# Tax Releases for March 2021
# Appraisal RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 047998 | 2/16/2021 | LOGAN DEVELOPERS INC | 86530 (2020) | 20239890 | Leland | 059PB02701 | | $0.48-C<br>$0.21-LEL | $100.00 | Mapping correction |
| 048000 | 2/16/2021 | QUINN SANDRA RENAE | 115275 (2020) | 64559860 | Calabash | 255bd010 | | $467.64-C<br>$84.37-CAL | $96,420.00 | Improvement removed from property |
| 048028 | 3/2/2021 | SMITH ROBERT LEE SR ETUX SMITH CARLON B | 132608 (2020) | 54665670 | Brunswick County | 1390010622 | | $264.66-C | $54,570.00 | Size/Unit adjustment |
| 048029 | 3/3/2021 | SUPPLY FIRE & RESCUE INC | 140378 (2020) | 80089396 | Brunswick County | 16800095 | | $823.05-C | $169,700.00 | Exempt |
| 048030 | 3/3/2021 | JOHNSON DEVER A | 73917 (2020) | 63213910 | Brunswick County | 2250009476A | | $225.33-C | $46,460.00 | Improvement removed from property |
| 048032 | 3/3/2021 | JOHNSON DEVER A | 72877 (2019) | 63213910 | Brunswick County | 2250009476A | | $225.33-C | $46,460.00 | Improvement removed from property |

# Release Category Codes

| Release Code | Release Type |
|---|---|
| BHI | BALD HEAD ISLAND |
| BEL | BELVILLE |
| BSL | BOILING SPRING LAKES |
| BOL | BOLIVIA |
| CLF | C LIEN FEE |
| CALLL | CALABASH LATE LIST |
| CSLL | CAROLINA SHORES LATE LIST |
| CASLL | CASWELL BEACH LATE LIST |
| FF | FIRE FEE |
| HBLL | HOLDEN BEACH LATE LIST |
| LL | LATE LIST PENALTY |
| LEL | LELAND |
| LB | LONG BEACH |
| NAV | NAVASSA |
| NW | NORTHWEST |
| OI | OAK ISLAND |
| OIB | OCEAN ISLE BEACH |
| PL02 | OFF PREMISES MALT |
| BHILL | BALH HEAD ISLAND LATE LIST |
| BELLL | BELVILLE LATE LIST |
| BSLLL | BOILING SPRING LAKES LATE LIST |
| BOLLL | BOLIVIA LATE LIST |
| CAL | CALABASH |
| CS | CAROLINA SHORES |
| CAS | CASWELL BEACH |
| C | COUNTY |
| HB | HOLDEN BEACH |
| INT | INTEREST |
| LSM | LATE LIST SMITHVILLE |
| LELLL | LELAND LATE LIST |
| LBLL | LONG BEACH LATE LIST |
| NAVLL | NAVASSA LATE LIST |
| NWLL | NORTHWEST LATE LIST |
| OILL | OAK ISLAND LATE LIST |
| OIBLL | OCEAN ISLE BEACH LATE LIST |
| PL04 | OFF PREMISES WINE |

# Release Category Codes

| Release Code | Release Type | Release Code | Release Type |
|---|---|---|---|
| PL01 | ON PREMISES MALT | PL03 | ON PREMISES WINE |
| SAD24 | SAD 24 | SAD25 | SAD 25 |
| SAD27 | SAD 27 | SAD28 | SAD 28 |
| SC | SANDY CREEK | SCLL | SANDY CREEK LATE LIST |
| SBSD | SE BRUNSWICK SAN DIST | SHA | SHALLOTTE |
| SHALL | SHALLOTTE LATE LIST | SM | SMITHVILLE HOSPITAL |
| SP | SOUTHPORT | SPLL | SOUTHPORT LATE LIST |
| SAD | SPECIAL ASSESSMENT DISTRICT | SJ | ST JAMES |
| SJLL | ST JAMES LATE LIST | SB | SUNSET BEACH |
| SBLL | SUNSET BEACH LATE LIST | T | TOTAL TAX |
| VAR | VARNAMTOWN | VARLL | VARNAMTOWN LATE LIST |
| YP | YAUPON BEACH | YPLLL | YAUPON BEACH LAST LIST |

# VTS RELEASES PROCESSED FEBRUARY 2021

| Adjustment # | Abstract # | Name-Last, First, Middle | Tag # | Year | Make | B-VAL | New Value | Diff. | City | Twp. | Overide % | Overide Value | Overide Status | Acquisition Cost | Acquisition Year | Dep Sch | Exempt Type | Notes | Date | Code | Code Description |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1007734 | 58876240 | MCCORMICK, JOAN LOUISE | JBH3450 | 2014 | HONDA | 13,070 | 11,240 | 1,830 | | | | 11,240 | TEMP | | | | | VISUALLY INSPECTED 127,727 MILES | 02/02/21 | 12 | High Mileage/Condition |
| 1007742 | 51624249 | INMAN, DEBORAH WOOD | TER1967 | 2008 | KIA | 3,710 | 3,070 | 635 | | | | 3,075 | | | | | | ADJ PER NADA VALUE | 02/02/21 | 20 | Appealed value |
| 1007752 | 49230704 | HOOVER, GREGORY ALEXANDER | FKE7913 | 2011 | HONDA | 11,130 | | 11,130 | | | | | | | | | MILITARY | HOR - SC | 02/02/21 | 4 | Military Exempt |
| 1007756 | 40033400 | TRUSSELL, WILLIAM CRAVEN | EKL3909 | 2017 | GENS | 29,083 | 27,525 | 1,558 | 31 | | | 27,525 | | | | | | ADJ PER NADA VALUE | 02/02/21 | 20 | Appealed value |
| 1008461 | 50458592 | HUSSY, MICHAEL JOSEPH | DLP7471 | 2017 | SUBA | 12,484 | 10,736 | 1,748 | 31 | | | 10,736 | | | | | | SERVICE RECEIPT 84,526 MILES | 02/04/21 | 12 | High Mileage/Condition |
| 1008513 | 52447298 | GREER, JOHN MCELROY | CM12953 | 2020 | CMND | 14,497 | 3,445 | 11,052 | 20 | | | 3,445 | | | | B20 | | OVERVALUED TRAILER/ BOS= $3,626 | 02/04/21 | 1 | Adjusted per Purchase Price |
| 1008473 | 58281777 | BUCHANAN, BILLY LEON JR | FDB7678 | 2015 | TOYT | 12,800 | 11,264 | 1,536 | 31 | | | 11,264 | | | | | | NC INSPECTION 105,156 MILES | 02/04/21 | 12 | High Mileage/Condition |
| 1008484 | 59049175 | TUCKER, LLOYD EUGENE | 72425 | 1970 | PLYM | 2,190 | 500 | 1,690 | | | 100 | 500 | PERM | | | | | ANTIQUE TAG 72425 - APP APPROVED | 02/04/21 | 19 | Antique Value Approved |
| 1009019 | 58253631 | TUCKER, DARIN LEE | HD2575L | 2019 | CHEV | 47,320 | 39,895 | 7,425 | 22 | | | 7,425 | | | | | | BOS 2020 = $41,995 | 02/05/21 | 1 | Adjusted per Purchase Price |
| 1009599 | 58030900 | MCMILLEN, MICHAEL ANTHONY | HLT1958 | 2021 | TOYT | 42,543 | | 42,543 | | | | | TEMP | | | | MILITARY | HOR - MO | 02/08/21 | 4 | Military Exempt |
| 1009683 | 50495165 | BIRD, CHAD MICHAEL | CDD9707 | 2019 | GMC | 61,240 | 46,542 | 14,698 | | 3 | | 46,542 | TEMP | | | | | SERVICE RECEIPT 76,296 MILES | 02/09/21 | 12 | High Mileage/Condition |
| 1009792 | 51981689 | BARRINGTON, ROBIN EVANS | HFP4972 | 2019 | GMC | 25,860 | 22,278 | 3,582 | 31 | | | 22,278 | | | | | | BOS 2020 = $23,450 | 02/09/21 | 1 | Adjusted per Purchase Price |
| 1010067 | 51839372 | CAMMACK, BRIAN GEOFFREY | HHB2833 | 2016 | GMC | 30,920 | 18,995 | 11,925 | 14 | 3 | | 18,995 | | | | | | BOS 2020 = $19,995 | 02/10/21 | 1 | Adjusted per Purchase Price |
| 1011609 | 45331984 | DELUCA, ANTONIA LEE | TPD3464 | 2018 | GENS | 54,304 | 38,275 | 16,029 | | | | 38,275 | | | | | | ADJ PER NADA VALUE | 02/16/21 | 20 | Appealed value |
| 1012143 | 59179411 | GURGANUS, DOUGLAS LAWRENCE | CM63684 | 2017 | HOMS | 8,010 | 3,000 | 5,010 | | | | 3,000 | | | | B20 | | OVERVALUED TRAILER/ BOS = $3000 | 02/17/21 | 1 | Adjusted per Purchase Price |
| 1012149 | 59173512 | KYE, ROBERT LAFAYETTE | CM63683 | 2015 | ARII | 6,430 | 1,524 | 4,906 | | | | 1,524 | | | | B20 | | OVERVALUED TRAILER/ BOS = $2099 | 02/17/21 | 1 | Adjusted per Purchase Price |
| 1012155 | 25014982 | TRAINOR, CYNTHIA ANN | DCX1212 | 2013 | KIA | 10,139 | 8,922 | 1,217 | | | | 8,922 | | | | | | NC INSPECTION 136,388 | 02/17/21 | 12 | High Mileage/Condition |
| 1012159 | 59081368 | OWENS, MARC ANTHONY | HKF3300 | 2021 | CHEV | 64,980 | | 64,980 | 31 | | | | TEMP | | | | MILITARY | HAND CONTROLS | 02/17/21 | 13 | Exempt - Disabled Veterans - Service connected Disability Equip |
| 1012164 | 52879782 | SMITH, ALEXIS GAIL | TCJ3524 | 2019 | MERZ | 36,430 | 31,224 | 5,206 | | | | 31,224 | | | | | | BOS 2019 = $39,939-DEP | 02/17/21 | 1 | Adjusted per Purchase Price |
| 1012378 | 54084871 | JENRETTE, DONTA SYHEED | HHH7811 | 2020 | HYUN | 24,433 | | 24,433 | | | | | PERM | | | | MILITARY | HOR - NM ETS-241026 | 02/17/21 | 4 | Military Exempt |
| 1013499 | 58505971 | BARNES, ARTHUR RICHARD JR | CL77664 | 2013 | ARII | 5,567 | 1,425 | 4,142 | | | | 1,425 | | | | B20 | | OVERVALUED 6X10 ENCLOSED TRLR | 02/22/21 | 1 | Adjusted per Purchase Price |
| 1014588 | 59272001 | OVSENIK, EDWARDS CHARLES | CJ55616 | 1990 | HOME | 858 | 200 | 658 | | | | 200 | | | | | | RESIDUAL VALUE | 02/24/21 | 15 | TEC Value Issue |
| 1014601 | 59272037 | OVSENIK, EDWARDS CHARLES | CJ55603 | 2012 | CAON | 6,285 | 441 | 5,844 | | | | 441 | | | | | | 4'X6' TRAILER | 02/24/21 | 15 | TEC Value Issue |
| 1014509 | 20307189 | HORNE,NORMAN GENE | YB2696 | 1989 | FORD | 8,000 | 950 | 7,050 | | | | 950 | | | | | | RESTORED CLASSIC, USED FOR FARM | 02/24/21 | 20 | Appealed value |
| 1014483 | 59110473 | BATTS, MARK BURREL | CM73286 | 2018 | COYT | 9,320 | 2,695 | 6,625 | | | | 2,695 | | | | | | BOAT TRAILER VALUE ADJ TO NADA VALUE | 02/24/21 | 20 | Appealed value |
| 1014129 | 59216932 | COPELAND, CRAIG SCOTT | CM94353 | 2021 | LOAD | 17,898 | 1,499 | 16,399 | 31 | | | 1,499 | | | | | | 2021 BOS=$1499 | 02/23/21 | 15 | TEC Value Issue |
| 1014484 | 53224251 | JORDAN, MICHAEL SCOTT | CM12977 | 2020 | HOME | 14,497 | 855 | 13,642 | 21 | 3 | | 855 | | | | | | 5X8 TRAILER | 02/24/21 | 15 | TEC Value Issue |

# MARCH 2021
# FIRE FEE RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 047994 | 2/15/2021 | VEREEN NANCY J ETALS | 140387 (2014) | 55022830 | | 1690000501 | LOCKWOOD FOLLY | $20.00-SUF | $0.00 | Clerical Error/DE Error |
| 047995 | 2/15/2021 | VEREEN NANCY J ETALS | 142248 (2015) | 80035241 | | 1690000501 | LOCKWOOD FOLLY | $20.00-SUF | $0.00 | Clerical Error/DE Error |
| 047996 | 2/16/2021 | VEREEN NANCY J & DORIS T THORNTON | 147360 (2017) | 80035241 | Brunswick County | 1690000501 | | $25.00-SUF | $0.00 | Clerical error/DE error |
| 047997 | 2/16/2021 | VEREEN NANCY J & DORIS T THORNTON | 144252 (2016) | 80035241 | Brunswick County | 1690000501 | | $20.00-SUF | $0.00 | Clerical error/DE error |
| 047999 | 2/16/2021 | LOGAN DEVELOPERS INC | 86530 (2020) | 20239890 | Leland | 059PB02701 | | $16.50-LELF | $100.00 | Mapping correction |
| 048001 | 2/16/2021 | QUINN SANDRA RENAE | 115275 (2020) | 64559860 | Calabash | 255bd010 | | $140.62-CALF | $96,420.00 | Improvement removed from property |
| 048002 | 2/16/2021 | HANKINS VIOLET | 59438 (2019) | 52444050 | Brunswick County | 1690000501 | | $32.50-SUF | $0.00 | Clerical error/DE error |
| 048003 | 2/16/2021 | HANKINS VIOLET | 58600 (2018) | 52444050 | Brunswick County | 1690000501 | | $25.00-SUF | $0.00 | Clerical error/DE error |
| 048031 | 3/3/2021 | JOHNSON DEVER A | 73917 (2020) | 63213910 | Brunswick County | 2250009476A | | $234.38-CALF | $46,460.00 | Improvement removed from property |
| 048033 | 3/3/2021 | JOHNSON DEVER A | 72877 (2019) | 63213910 | Brunswick County | 2250009476A | | $234.38-CALF | $46,460.00 | Improvement removed from property |
| 048034 | 3/3/2021 | HEWETT HENRY H ET HEWETT SHIRLEY A | 64435 (2020) | 52666680 | Brunswick County | 215MC004 | | $74.25-CIVF | $0.00 | Improvement removed from property |
| 048035 | 3/3/2021 | HEWETT HENRY H ET HEWETT SHIRLEY A | 63754 (2019) | 52666680 | Brunswick County | 215MC004 | | $67.50-CIVF | $0.00 | Improvement removed from property |
| 048036 | 3/3/2021 | HEWETT HENRY H ET HEWETT SHIRLEY A | 62881 (2018) | 52666680 | Brunswick County | 215MC004 | | $67.50-CIVF | $0.00 | Improvement removed from property |

# MARCH 2021
# FIRE FEE RELEASES

| Release Number | Release Date | Tax Payer Name | Bill Number (Year) | Account Number | City | Parcel Number | Township | Amount Released | Value Released | Release Reason |
|---|---|---|---|---|---|---|---|---|---|---|
| 048037 | 3/3/2021 | HEWETT HENRY H ET HEWETT SHIRLEY A | 63907 (2017) | 52666680 | Brunswick County | 215MC004 | | $50.00-CIVF | $0.00 | Improvement removed from property |
| 048038 | 3/3/2021 | HEWETT HENRY H ET HEWETT SHIRLEY A | 62635 (2016) | 52666680 | Brunswick County | 215MC004 | | $40.00-CIVF | $0.00 | Improvement removed from property |

# Release Category Codes

| Release Code | Release Type | Release Code | Release Type |
|---|---|---|---|
| BHI | BALD HEAD ISLAND | BHILL | BALH HEAD ISLAND LATE LIST |
| BEL | BELVILLE | BELLL | BELVILLE LATE LIST |
| BSL | BOILING SPRING LAKES | BSLLL | BOILING SPRING LAKES LATE LIST |
| BOL | BOLIVIA | BOLLL | BOLIVIA LATE LIST |
| CLF | C LIEN FEE | CAL | CALABASH |
| CALLL | CALABASH LATE LIST | CS | CAROLINA SHORES |
| CSLL | CAROLINA SHORES LATE LIST | CAS | CASWELL BEACH |
| CASLL | CASWELL BEACH LATE LIST | C | COUNTY |
| FF | FIRE FEE | HB | HOLDEN BEACH |
| HBLL | HOLDEN BEACH LATE LIST | INT | INTEREST |
| LL | LATE LIST PENALTY | LSM | LATE LIST SMITHVILLE |
| LEL | LELAND | LELLL | LELAND LATE LIST |
| LB | LONG BEACH | LBLL | LONG BEACH LATE LIST |
| NAV | NAVASSA | NAVLL | NAVASSA LATE LIST |
| NW | NORTHWEST | NWLL | NORTHWEST LATE LIST |
| OI | OAK ISLAND | OILL | OAK ISLAND LATE LIST |
| OIB | OCEAN ISLE BEACH | OIBLL | OCEAN ISLE BEACH LATE LIST |
| PL02 | OFF PREMISES MALT | PL04 | OFF PREMISES WINE |

# Release Category Codes

| Release Code | Release Type | Release Code | Release Type |
|---|---|---|---|
| PL01 | ON PREMISES MALT | PL03 | ON PREMISES WINE |
| SAD24 | SAD 24 | SAD25 | SAD 25 |
| SAD27 | SAD 27 | SAD28 | SAD 28 |
| SC | SANDY CREEK | SCLL | SANDY CREEK LATE LIST |
| SBSD | SE BRUNSWICK SAN DIST | SHA | SHALLOTTE |
| SHALL | SHALLOTTE LATE LIST | SM | SMITHVILLE HOSPITAL |
| SP | SOUTHPORT | SPLL | SOUTHPORT LATE LIST |
| SAD | SPECIAL ASSESSMENT DISTRICT | SJ | ST JAMES |
| SJLL | ST JAMES LATE LIST | SB | SUNSET BEACH |
| SBLL | SUNSET BEACH LATE LIST | T | TOTAL TAX |
| VAR | VARNAMTOWN | VARLL | VARNAMTOWN LATE LIST |
| YP | YAUPON BEACH | YPLLL | YAUPON BEACH LAST LIST |

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # V. - 16.**
Utilities - Randall Site Services

**From:**
Donald Dixon

**Issue/Action Requested:**
Request that the Board of Commissioners approve the proposal and associated services agreement with Randall Site Services to camera and inspect 10% of our gravity sewer lines per NCDEQ requirements in FY21 and authorize the Chairman and Clerk to the Board to approve the services agreement which expires June 30, 2021.

**Background/Purpose of Request:**
NCDEQ requires that 10% of our gravity sewer system be cleaned and inspected on an annual basis as a condition of our sanitary sewer system-wide permit. Funds were included in the FY21 Public Utilities budget for cleaning and inspection of approximately 10% of Brunswick County's gravity sewer system. Cleaning and inspection help to identify inflow and infiltration problems that put undue burden on the sanitary sewer system. Ultimately, this helps to minimize the potential for sanitary sewer overflows. Randall Site Services has provided the cleaning and inspection for over 5 years with the original agreement having been extended year to year. This agreement had been utilized until a recent Request for Proposals and subsequent Board approval of a new services agreement with Sweeping Corporation of America Inc., to begin in FY22. An extension to the agreement was necessary due to delays caused by Covid-19. To issue the purchase order for the current Fiscal Year, sewer cleaning and inspection staff were tasked with updating our service agreement with Randall Site Services to complete the FY21 sewer cleaning and inspection.
Staff recommends approval of the attached proposal and services agreement with Randall Site Services for completion of the FY21 sewer cleaning and inspection.

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

**Approved By County Attorney:**

**Advisory Board Recommendation:**
Not Applicable

**County Manager's Recommendation:**
Recommend the Board of Commissioners approve the proposal and associated services agreement with Randall Site Services to camera and inspect 10% of our gravity sewer lines per NCDEQ requirements in FY21 and authorize the Chairman and Clerk to the Board to approve the services agreement which expires June 30, 2021.

**ATTACHMENTS:**

Description

- Utilities - Randall Site Services Agreement - Attach 1

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**NORTH CAROLINA**

**SERVICES AGREEMENT**

**BRUNSWICK COUNTY**

**THIS SERVICES AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Randall Site Services, Inc., (hereinafter referred to as "Provider"), party of the second part.

**WITNESSETH:**

## 1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto. **In no event shall the fees paid by County to Provider for the Services hereunder exceed One Hundred Fifty-One Thousand and No/100 ($151,000.00).**

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 01/01/2021 (the "Effective Date") and continues in effect until 06/30/2021, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

## 3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

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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;

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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.

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## 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.

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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.

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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

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

## 20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

## 21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become

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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.

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**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. <u>For the County</u>: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422

ii. <u>For the Provider</u>: Randall Site Services, Inc.
18636 Starcreek Drive, Suite G
Cornelius, NC 28031

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**32. SIGNATURES**

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

ATTEST:

**BRUNSWICK COUNTY**

_____

Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

**RANDALL SITE SERVICES, INC.**

By: Randy Humphrey

Printed Name: Randy Humphrey

Title: President

Date: 2/23/2021

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

Julie A. Miller

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

APPROVED AS TO FORM

Bryan W. Batton

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

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**EXHIBIT "A"**
**PROPOSAL/FEES**

## FORM OF PROPOSAL

| Description | Estimated Quantity | Unit Price ($/Each) |
|---|---|---|
| Lines Less than 12" – Sewer Cleaning and Reporting | **FY 2020 – 2021** 80,067.4 Linear Feet (clean and camera) | $0.88 per foot |
| Lines Less than 12" – Sewer TV Inspection and Reporting | | $1.00 per foot |

*THE ESTIMATED QUANTITY SHOWN IS FOR PROPOSAL PURPOSES ONLY. PAYMENT WILL BE MADE BASED ON THE QUANTITY OF WORK PERFORMED.*

*CONTRACTOR CERTIFIES THAT THE PRICING CONTAINED HEREIN WILL BE GUARANTEED FOR THE DURATION OF THE CONTRACT TERM.*

**Name of Company** Randall Site Services, Inc.

**Mailing Address** 18636 Starcreek Dr. (Ste.G) Cornelius, NC 28031

**Phone No.** 704-895-8015

**E-Mail Address** RHR93@AOL.COM

**Provide a description of your company. Include company history, company experience with work of this type, experience of key employees to be involved in this particular project and a list of equipment to be used and procedures to be followed to ensure proper cleaning and inspection will be met.**

**Proposal Submitted By:**

Randy Humphrey
**(Printed Name)**

**(Signature)**

**Title:**

**Date:**

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# Randall Site Services

Thursday, January 21, 2021

County of Brunswick
Public Utilities

RE: Cleaning and Inspection Work

Jacquie Morden,

I am writing you to follow up that we will honor price of $1.88 a foot for cleaning and inspecting for the year 2020. If you have any questions, please feel free to contact me.

Thank You,

Randy Humphrey

*18636 Starcreek Drive, Suite G*
*Cornelius, NC 28031*
*Office 704.895.1384 Fax 704.895.1398*

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # VI. - 1.**
Planning - Brunswick County Comprehensive Transportation Plan
(Helen Bunch, Zoning Administrator/Transportation Planner)

**From:**
Kirstie Dixon, Planning Director

**Issue/Action Requested:**
Receive Information on the Brunswick County Comprehensive Transportation Plan.

**Background/Purpose of Request:**
The Brunswick County Comprehensive Transportation Plan (commonly known as the CTP) is a long-range multimodal transportation plan that will assess Brunswick County's existing and future transportation needs for roadways, bicycle and pedestrian facilities, transit services, and rail. Below are the general purposes of this plan:

- Identifies existing and future transportation needs and solutions.
- Identifies and prioritizes transportation projects.
- Provide a common framework and long-range vision for transportation facilities across Brunswick County for local governments, regional planning organizations, and the North Carolina Department of Transportation.
-

Brunswick County's most recent transportation plan was completed in 2010 and was developed for the future year 2035 and commonly referred to as the *2010 Brunswick County Comprehensive Transportation Plan* (https://connect.ncdot.gov/projects/planning/TPBCTP/Brunswick%20County/Bruinwick_Report_online.pdf).

The CTP must be updated periodically to re-evaluate transportation needs and analyze alternatives with the latest available data and growth trends. The study area is the Grand Strand Area Transportation Study Metropolitan Planning Organization (GSATS MPO) area and the Cape Fear Rural Planning Organization (CFRPO) area. While the Wilmington MPO area is not an official part of this CTP, Wilmington MPO Staff are participating to ensure that connectivity. The Brunswick County CTP is led by North Carolina Department of Transportation Division 3 and a joint effort between Brunswick County, Brunswick County Municipalities, the North Carolina Department of Transportation –Transportation Planning Division (NCDOT TPD), the North Carolina Department of Transportation Division 3 (NCDOT Division 3), Grand Strand Area Transportation Study Metropolitan Planning Organization (GSATS MPO) and the Cape Fear Rural Planning Organization (CFRPO).

Community engagement is vital to this plan. A survey was developed to gather public input and help guide the development of the CTP related to existing and future transportation needs for roadways, bicycle, and pedestrian facilities, transit services, and rail. The Brunswick County Transportation Survey is available from March 11 – June 9, 2021, in both English & Spanish versions.

English Survey Link: https://brunswickcountyctp.metroquest.com/
Spanish Survey Link: https://brunswickcountyctp-sp.metroquest.com/

Hard copies are available.

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board receive Information on the Brunswick County Comprehensive Transportation Plan

**ATTACHMENTS:**

| | Description |
|---|---|
| 🗋 | CTP Presentation |

NORTH CAROLINA
Department of Transportation



# Brunswick County Comprehensive Transportation Plan (CTP)

*Helen Bunch*

*Brunswick County Planning*

***March 15, 2015***

# Brunswick County to Adopt CTP

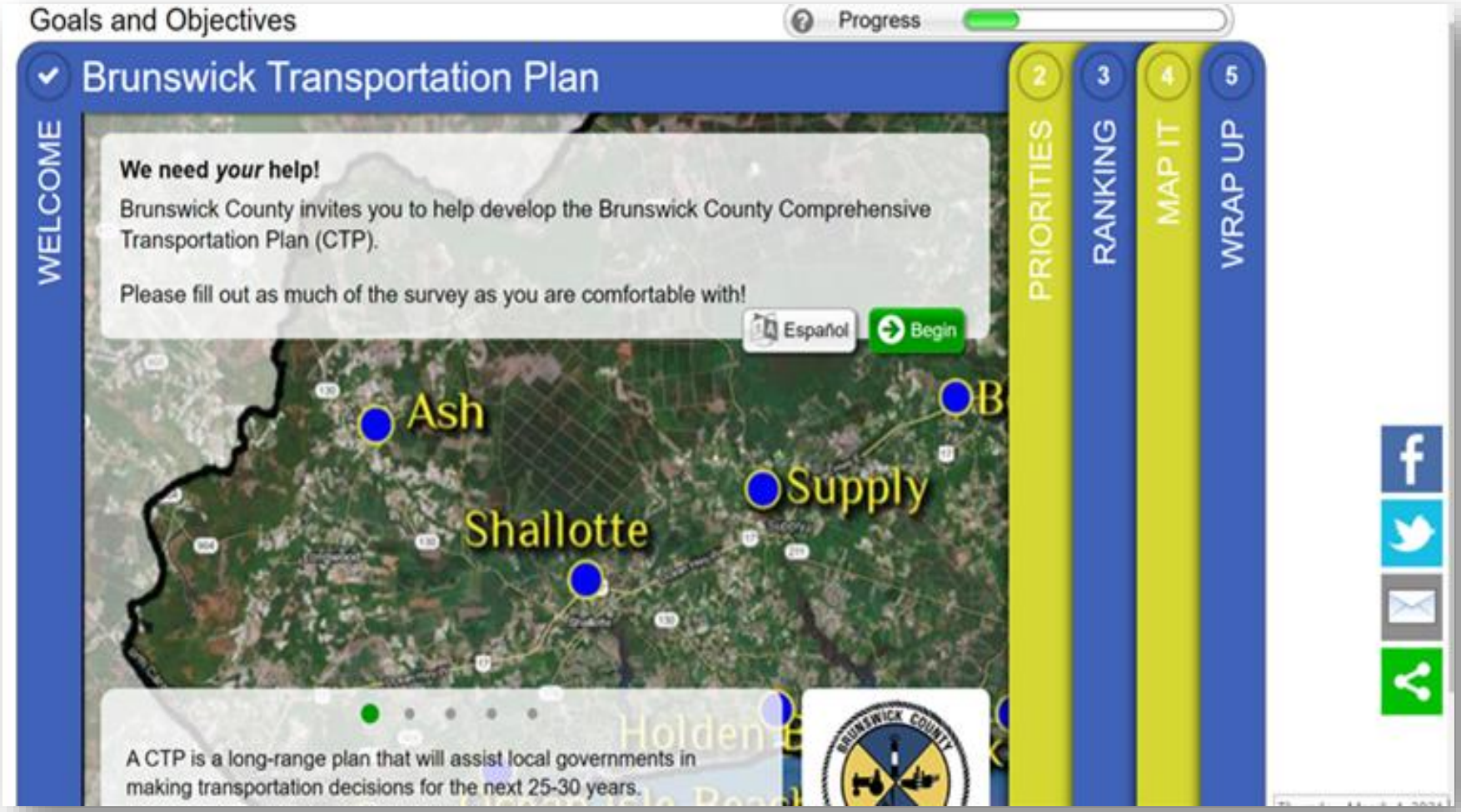
## Comprehensive Transportation Plan

- Long-Range Planning
- Local Needs
- Multimodal Maps
- Not Fiscally Constrained
- Time-Frame
- Participation
- Deficiencies and Improvements
- Facilitates Local Governments with Transportation Planning
- Recommendations are CONCEPTS

# Brunswick County Growth Rate

- According to the Office of State Budget and Management (OSBM), Brunswick County is growing at 2.93% annually.
- The Brunswick Model also has used a 2.93% growth as a base for the whole county and adjusted per TAZ (transportation analysis zones). According to OSBM the 2020 population is 146,135.
- The State of North Carolina as a whole is growing at 0.9% annually.

# Brunswick Transportation Plan Survey



# Brunswick County Vision, Goals and Objectives Survey

- The CTP will create a long-range vision, goals and objectives (VGO) as well as seeking guidance for the Brunswick County area
- The CTP Steering Committee wants feedback from residents and visitors of the county to help create the VGO and guide the CTP process.
- The Steering Committee has created a survey to help guide the CTP process. Link to the Survey:

  English Survey Link: https://brunswickcountyctp.metroquest.com/
  Spanish Survey Link: https://brunswickcountyctp-sp.metroquest.com/

- Survey will be open from: March 11th – June 9th

# Adjourn

**Contacts:**

Patrick Flanagan
Cape Fear Council of Governments Regional Planner
910.395.4553 x 214 pflanagan@capefearcog.org

Chris Palsgrove
NCDOT Transportation Planning Division Engineer
919.707.0989 cdpalsgrove@ncdot.gov

Nazia Sarder
NCDOT Transportation Planning Division Engineer
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# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # VI. - 2.**

**From:** Presentation - Health and Human Services - COVID-19 Update
David Stanley, Deputy County Manager for HHS (David Stanley, Deputy County Manager for HHS)

**Issue/Action Requested:**
Request that the Board of Commissioners receive an update on the Coronavirus (COVID-19).

**Background/Purpose of Request:**
Brunswick County continues to work with both private and public officials to navigate the pandemic and provide relevant information to our citizens.

As of March 9, 2021, there have been 8,237 confirmed cases of COVID-19 in Brunswick County. Staff plans to present an update which will include the latest status and planning concerning the COVID-19 virus, vaccine efforts, and existing state of emergency.

**Fiscal Impact:**
Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**County Manager's Recommendation:**
Recommend the Board of Commissioners receive an update on the Coronavirus (COVID-19).

# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # VII. - 1.**

**From:**
Kirstie Dixon, Planning Director

Planning - Southeastern North Carolina Regional Hazard Mitigation Plan (Kirstie Dixon, Planning Director)

**Issue/Action Requested:**
Request that, after the Public Hearing, the Commissioners consider adopting the *Southeastern North Carolina Regional Hazard Mitigation Plan*.

**Background/Purpose of Request:**
On June 1, 2001, an amendment to the North Carolina Emergency Management Act (166A) was passed which requires all local governments to adopt and maintain a hazard mitigation plans in order to be eligible for public assistance for state-declared disasters. The plan is required to be updated every five years to maintain eligibility. Brunswick County's current plan will expire in at the end of March.

The *Southeastern North Carolina Regional Hazard Mitigation Plan* is a regional multi-jurisdictional hazard mitigation plan that covers the Cape Fear Region and serves as blueprints to all municipalities and counties. This important plan make communities more resistant to disasters and is considered the key to breaking the cycle of disaster (damage, reconstruction, and repeated damage). Below are the general purposes of this plan:

- Protect life and property by reducing the potential for future damages and economic losses resulting from natural hazards,
- Allow the participating communities to qualify for pre and post disaster grant funding,
- Speed recovery and redevelopment following disaster events,
- Demonstrate a firm local commitment to hazard mitigation principles, and
- Comply with state and federal legislative requirements.

A grant was awarded from FEMA through the North Carolina Division of Emergency Management, which will allow the Brunswick, New Hanover, Onslow, and Pender Counties to work together again to update the current regional multi-jurisdictional hazard mitigation plan. This grant covers the cost of the update and unlike in the past does not require a local match. The North Carolina Division of Emergency Management selected ESP Associates to draft and coordinate the plan. Nathan Slaughter from ESP Associates, Inc. will present for the SENC Regional Hazard Mitigation Plan and be available for questions.

This plan can be viewed electronically online at:
*https://www.brunswickcountync.gov/planning/ongoing-projects/hazard-mitigaton-plan/.*

Hard copies of this proposed plan are available in the Planning Department and upon request.

***This proposed plan was reviewed and endorsed by the Brunswick County Planning Board on February 8, 2021.***

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**
Yes

**Advisory Board Recommendation:**
***This proposed plan was reviewed and endorsed by the Brunswick County Planning Board on February 8, 2021.***

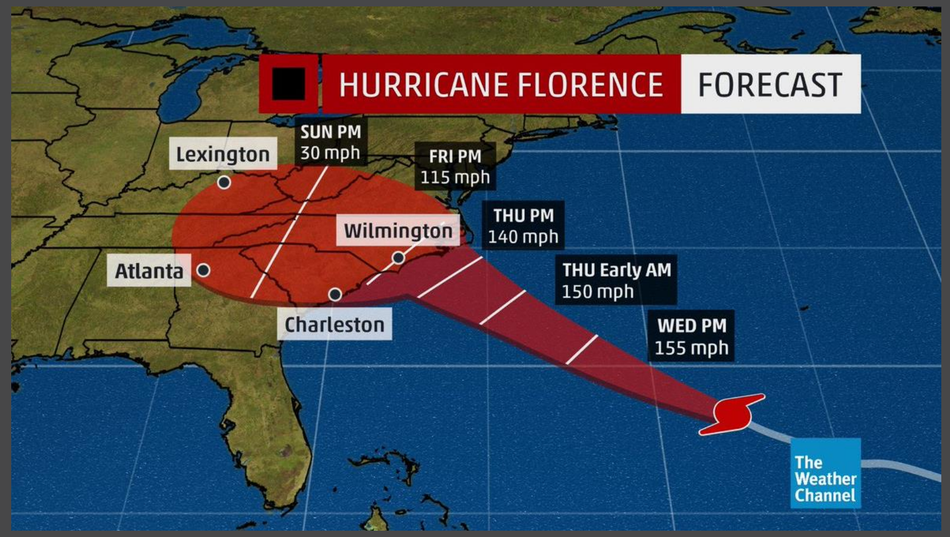
**County Manager's Recommendation:**
Recommend after the Public Hearing, the Commissioners consider adopting the *Southeastern North Carolina Regional Hazard Mitigation Plan*.

**ATTACHMENTS:**

Description

- SENC Regional Hazard Mitigation Plan Presentation

# SOUTHEASTERN NC REGIONAL HAZARD MITIGATION PLAN










# MITIGATION OVERVIEW

## “mit-i-gate”

1: to cause to become less harsh or hostile.

2: to make less severe or painful.

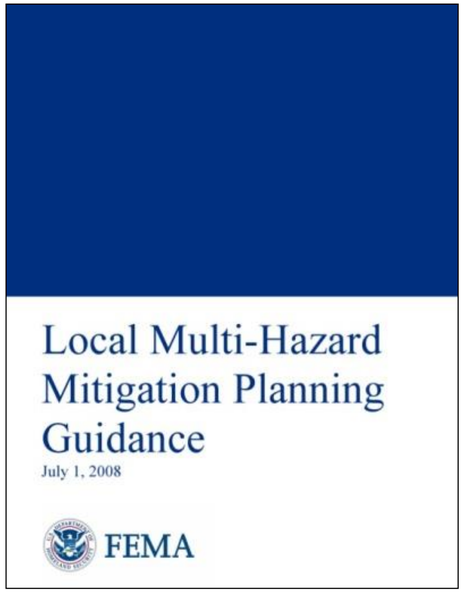
## Hazard Mitigation

Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.

# DISASTER MITIGATION ACT OF 2000

- Revitalized Federal Planning Requirements
  - State and Local Hazard Mitigation Plans
- Federal Grant Funding Eligibility
  - Hazard Mitigation Grant Program (HMGP)
  - Building Resilient Infrastructure and Communities (BRIC) Program
    - Replaced Pre Disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- DMA 2000 is intended to facilitate cooperation between state and local authorities on risk reduction measures and expedite funding allocation



# PARTICIPATING JURISDICTIONS

| Brunswick County | | |
|---|---|---|
| Bald Head Island | Holden Beach | Sandy Creek |
| Belville | Leland | Shallotte |
| Boiling Spring Lakes | Navassa | Southport |
| Bolivia | Northwest | St. James |
| Calabash | Oak Island | Sunset Beach |
| Carolina Shores | Ocean Isle Beach | Varnamtown |
| Caswell Beach | | |
| **New Hanover County** | | |
| Carolina Beach | Wilmington | Wrightsville Beach |
| Kure Beach | | |
| **Onslow County** | | |
| Jacksonville | North Topsail Beach | Swansboro |
| Holly Ridge | Richlands | |
| **Pender County** | | |
| Atkinson | Saint Helena | Topsail Beach |
| Burgaw | Surf City | Watha |

# PROJECT TASKS

1. Planning Process
2. Risk Assessment
3. Capability Assessment
4. Mitigation Strategy
5. Plan Maintenance
6. Documentation



# PROJECT SCHEDULE

| Project Tasks | Month | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | JULY 2019 | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MARCH | APR 2020-APR 2021 |
| **Notice to Proceed** | √ | | | | | | | | | |
| Planning Process | | | | | | | | | | |
| Risk Assessment | | | | | | | | | | |
| Capability Assessment | | | | | | | | | | |
| Mitigation Strategy | | | | | | | | | | |
| Plan Maintenance Procedures | | | | | | | | | | |
| Documentation | | | | | | | | | | |
| **Meetings** | | | | | | | | | | |
| Kickoff Meeting | √ | | | | | | | | | |
| Regional Hazard Mitigation Team Meetings | | | √ | | | | | √ | | √ |
| Open Public Meetings | | | √ | √ | √ | | | | | √ |
| **Milestones** | | | | | | | | | | |
| Submission of Draft Risk Assessment to Planning Team | | | | | | | | | | √ |
| Submission of Draft Risk Assessment to NCEM | | | | | | | | | | √ |
| Submission of Draft Plan to Planning Team | | | | | | | | | | √ |
| Submission of Draft Plan to NCEM/FEMA | | | | | | | | | | √ |
| Completion of Final Plan/Conditional FEMA Approval | | | | | | | | | | √ |
| Local Adoption of Final Plan | | | | | | | | | | **Before 4/25/21** |
| Submission of Final Plan to NCEM/FEMA | | | | | | | | | | √ |

# PRESIDENTIAL DISASTER DECLARATIONS

Since the last plan (2015)

- 2016 - DR-4285 – Hurricane Matthew
- 2018 - DR-4393 – Hurricane Florence
- 2019 - DR-4412 – Tropical Storm Michael
- 2019 - DR-4465 – Hurricane Dorian
- 2020 – DR-4487 – COVID19 Pandemic
- 2020 – DR 4568– Hurricane Isaias



**Brunswick County** – Hurricane Florence
*Image Source*: https://www.newsobserver.com/news/state/north-carolina/article218483235.html

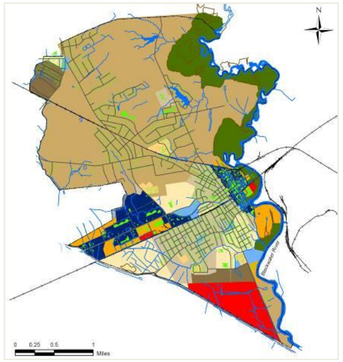
# CONCLUSIONS ON HAZARDS RISK

| | |
|---|---|
| **HIGH RISK** | Flood<br>Hurricanes/Coastal Hazards<br>Cyber<br>Tornadoes/Thunderstorm |
| **MODERATE RISK** | Drought<br>Severe Winter Weather<br>Radiological Emergency<br>Infectious Disease<br>HAZMAT<br>Terrorism<br>Wildfire<br>Geological Hazards (Sinkholes, Erosion)<br>Rip Currents |
| **LOW RISK** | Tsunamis<br>Excessive Heat<br>Earthquake<br>Dam Failure<br>Electromagnetic Pulse |

# THINK OF MITIGATION IN THIS WAY…

1) We want to mitigate hazard impacts on the existing development in our communities
   - Houses, businesses, infrastructure, critical facilities, etc.
2) We want to ensure that future development is conducted in a way that doesn't increase our vulnerability
   - Best done by having good plans, policies and procedures in place







# MITIGATION TECHNIQUES

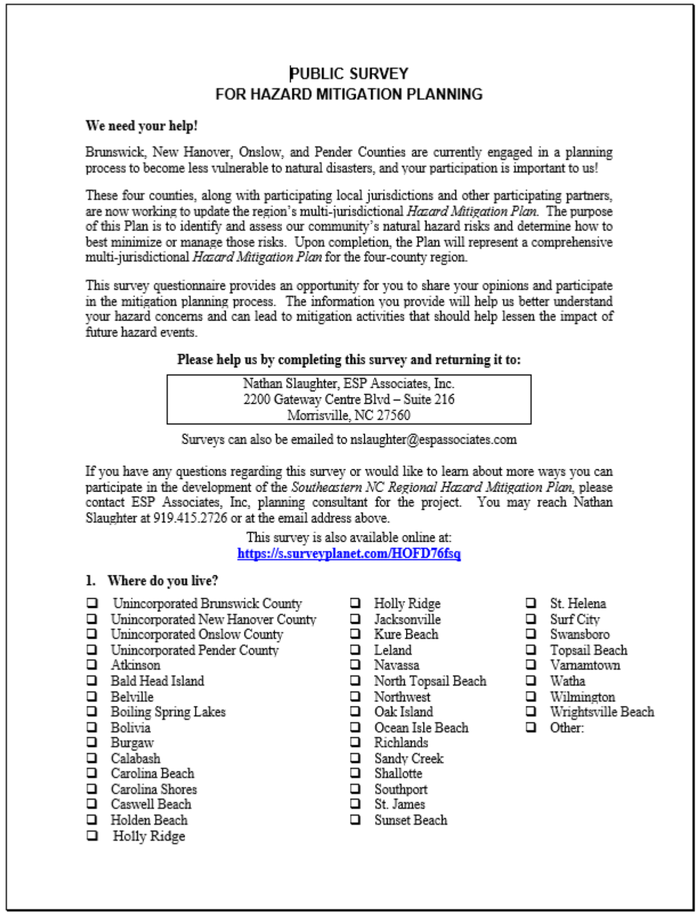
| Prevention | Property Protection | Natural Resource Protection | Structural Projects | Emergency Services | Public Education/ Awareness |
|---|---|---|---|---|---|
| Planning and zoning | Acquisition | Floodplain protection | Reservoirs | Warning systems | Outreach projects |
| Building codes | Relocation | Watershed management | Dams, levees, dikes | Emergency response equipment | Speaker series/ demonstration events |
| Open space preservation | Building elevation | Riparian buffers | Floodwalls | Shelter Operations | Hazard map information |
| Floodplain regulations | Critical facilities protection | Forest management | Stormwater diversions | Evacuation planning and management | Real estate disclosure |
| Stormwater management regulations | Retrofitting | Erosion and sediment control | Detention/ retention basins | Emergency response training and exercises | Library materials |
| Drainage system maintenance | Safe rooms, shutters, shatter-resistant glass | Wetland preservation and restoration | Channel modification | Sandbagging for flood protection | School children educational programs |
| Capital improvements programming | Insurance | Habitat preservation | Storm sewers | Temporary shutters | Hazard expositions |
| Setbacks | | | | | |

# MITIGATION ACTION PLAN

| Action # | Description | Hazard Addressed | Priority | Lead Agency/ Department | Potential Funding Sources | Implementation Schedule | Status |
|---|---|---|---|---|---|---|---|
| P-2 | Develop a policy to minimize public services to proposed new structures that will be located in 100-year floodplain areas. | Flood | Medium | City Planning | Local | 2019 | No policy has been developed as of 2014. This is to be completed in 2019 pending funding, staff resources and political will. |

# PUBLIC SURVEY

- Hosted an online survey for the plan – close to 800 responses



**PUBLIC SURVEY**
**FOR HAZARD MITIGATION PLANNING**

**We need your help!**

Brunswick, New Hanover, Onslow, and Pender Counties are currently engaged in a planning process to become less vulnerable to natural disasters, and your participation is important to us!

These four counties, along with participating local jurisdictions and other participating partners, are now working to update the region's multi-jurisdictional *Hazard Mitigation Plan*. The purpose of this Plan is to identify and assess our community's natural hazard risks and determine how to best minimize or manage those risks. Upon completion, the Plan will represent a comprehensive multi-jurisdictional *Hazard Mitigation Plan* for the four-county region.

This survey questionnaire provides an opportunity for you to share your opinions and participate in the mitigation planning process. The information you provide will help us better understand your hazard concerns and can lead to mitigation activities that should help lessen the impact of future hazard events.

**Please help us by completing this survey and returning it to:**

Nathan Slaughter, ESP Associates, Inc.
2200 Gateway Centre Blvd – Suite 216
Morrisville, NC 27560

Surveys can also be emailed to nslaughter@espassociates.com

If you have any questions regarding this survey or would like to learn about more ways you can participate in the development of the *Southeastern NC Regional Hazard Mitigation Plan*, please contact ESP Associates, Inc, planning consultant for the project. You may reach Nathan Slaughter at 919.415.2726 or at the email address above.

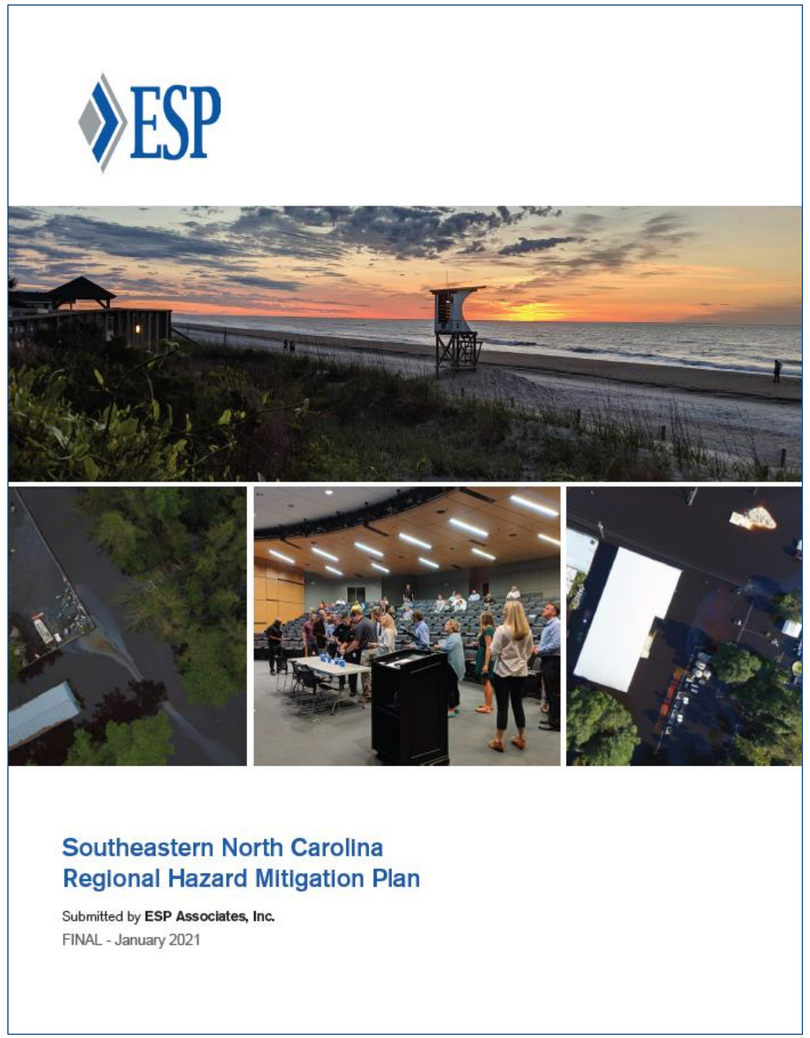
This survey is also available online at:
**https://s.surveyplanet.com/HOFD76fsq**

**1. Where do you live?**

- ❑ Unincorporated Brunswick County
- ❑ Unincorporated New Hanover County
- ❑ Unincorporated Onslow County
- ❑ Unincorporated Pender County
- ❑ Atkinson
- ❑ Bald Head Island
- ❑ Belville
- ❑ Boiling Spring Lakes
- ❑ Bolivia
- ❑ Burgaw
- ❑ Calabash
- ❑ Carolina Beach
- ❑ Carolina Shores
- ❑ Caswell Beach
- ❑ Holden Beach
- ❑ Holly Ridge
- ❑ Holly Ridge
- ❑ Jacksonville
- ❑ Kure Beach
- ❑ Leland
- ❑ Navassa
- ❑ North Topsail Beach
- ❑ Northwest
- ❑ Oak Island
- ❑ Ocean Isle Beach
- ❑ Richlands
- ❑ Sandy Creek
- ❑ Shallotte
- ❑ Southport
- ❑ St. James
- ❑ Sunset Beach
- ❑ St. Helena
- ❑ Surf City
- ❑ Swansboro
- ❑ Topsail Beach
- ❑ Varnamtown
- ❑ Watha
- ❑ Wilmington
- ❑ Wrightsville Beach
- ❑ Other:

# NEXT STEPS

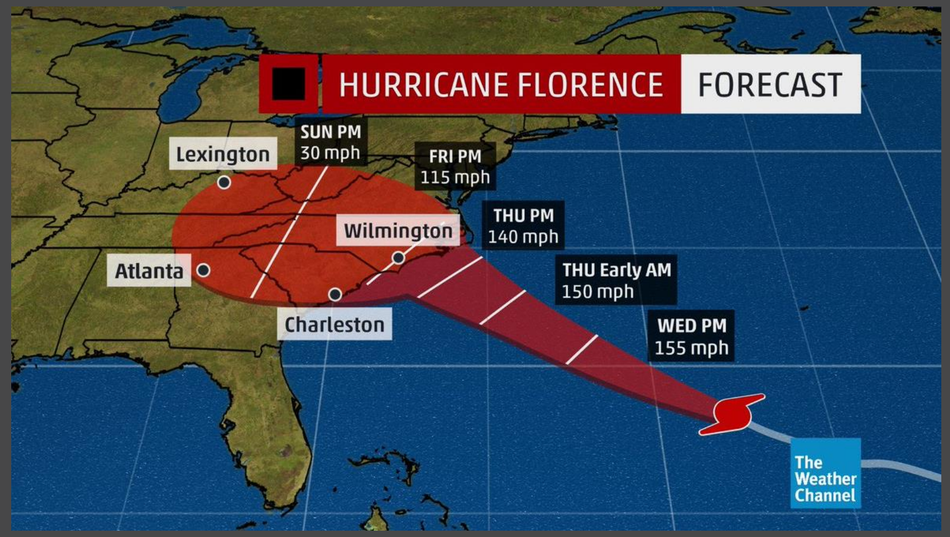
- Plans will be presented to local governing body Councils and Boards between now and Plan Expiration
- Current Plan Expires **April 25, 2021**



# QUESTIONS, ISSUES OR CONCERNS

- Nathan Slaughter
  - (919) 415-2726
  - nslaughter@espassociates.com

# SOUTHEASTERN NC
# REGIONAL HAZARD MITIGATION PLAN










# Brunswick County Board of Commissioners
# ACTION AGENDA ITEM
## March 15, 2021

**Action Item # VIII. - 1.**

**From:** Sheriff's Office - Request for Positions

Elizabeth Bynum

**Issue/Action Requested:**

Request the Board of Commissioners approve a request of six positions in the Sheriff's Office. The positions include three civilian and three sworn positions and are the result of a request brought to the attention of the Liaison Committee on February 11, 2021. Revenues from the Sheriff's Office Juvenile Detention Program will cover initial salary, vehicle, and equipment costs associated with the request.

**Background/Purpose of Request:**

The requested positions will allow for the creation of an Intelligence Unit, as well as add needed positions in Evidence Management and Investigations/Narcotics. At the request of members of the Liaison Committee, the original request of 11 positions was split into a request for FY21 and FY22. These positions address several emergent needs in the Sheriff's Office and were also withdrawn from the initial FY21 Budget Request due to concerns surrounding the uncertain economic climate associated with the Covid-19 pandemic.

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget Amendment appropriates detention center revenues received of $133,723 and expected to receive of $96,498 for a total of $230,221 to fund 6 positions in the Sheriff's Office. Annual recurring costs associated with the approval of 6 positions are approximately $405,000.

**Approved By County Attorney:**

Not Applicable

**County Manager's Recommendation:**

Recommend deferring action on this item until the upcoming budget process.

**ATTACHMENTS:**

Description

- Request of Positions - expense breakdown
- 20210315 Budget Amendment Juvenile Detention Program.pdf

| | | | Current FY 20/21 Pay S | Hourly Standard Entry Level Rate | Overtime Rate/Hr | Scheduled Overtime 6/hrs pp | Holiday Pay |
|---|---|---|---|---|---|---|---|
| **Administrative Asst II,** Grade 65, Range Minimum | | | $ 42,563.00 | $ 20.46 | $ 30.69 | 0.00 | 1964.45 |
| FICA 7.65% | | 7.65% | $ 3,256.07 | | | 0.00 | 150.28 |
| Retirement and 401k 12.56 | | 16.04% | $ 6,827.11 | | | 0.00 | 315.10 |
| Life Insurance | | 100 | $ 100.00 | | | | |
| Health Insurance | | 8145 | $ 8,145.00 | | | 0.00 | |
| Dental | | 348 | $ 348.00 | | | 0.00 | |
| Disablity Insurance .33% | | 0.33% | $ 140.46 | | | | 6.48 |
| Admin II (8hr employee) | BASE | | $ 61,379.63 | $ 20.46 | $ 30.69 | 0.00 | 2436.31 |
| BASE RATE Assumes 40 hours per week, no overtime and no work on holidays | Schedule OT 6 HRS | | $ - | | | | |
| | Holiday Pay | | $ 2,436.31 | | | | |
| | | | $ 63,815.94 | | | | |
| **THREE CIVILIAN POSITIONS (INTEL AND EVIDENCE)** | | | **$ 191,447.82** | | | | |
| **Investigator,** Grade 66, Range Minimum | | | $ 44,683.00 | $ 21.48 | $ 32.22 | 3351.23 | 2062.29 |
| FICA 7.65% | | 7.65% | $ 3,418.25 | | | 256.37 | 157.77 |
| Retirement and 401k 12.56 | | 16.04% | $ 7,167.15 | | | 537.54 | 330.79 |
| Life Insurance | | 100 | $ 100.00 | | | | |
| Health Insurance | | 8145 | $ 8,145.00 | | | 0.00 | |
| Dental | | 348 | $ 348.00 | | | 0.00 | |
| Disablity Insurance .33% | | 0.33% | $ 147.45 | | | 11.06 | 6.81 |
| Total | BASE | | $ 64,008.86 | $ 21.48 | $ 32.22 | 4156.19 | 2557.65 |
| BASE RATE Assumes 40 hours per week, no overtime and no work on holidays | Schedule OT 6 HRS | | $ 4,156.19 | | | | |
| | Holiday Pay | | $ 2,557.65 | | | | |
| | | | $ 70,722.70 | | | | |
| **1 DRUG AGENT, 1 DETECTIVE, 1 INTEL INVESTIGATOR** | | | **$ 212,168.10** | | | | |
| **TOTAL** | | | **$ 403,615.92** | | | | |
| **MONTHLY** | | | **$ 33,634.66** | | | | |
| **3.5 MONTHS OF FY21 (March 15-June 30)** | | | **$ 117,721.31** | | | | |

| Item | Price | Qty | Total |
|---|---|---|---|
| Unmarked Vehicle | $ 35,000.00 | 3 | $ 105,000.00 |
| Other Equipment | $ 2,500.00 | 3 | $ 7,500.00 |
| | **TOTAL** | | **$ 112,500.00** |

| | | |
|---|---|---|
| Juvenile Program Revenue (Monthly) | $ | 74,013.00 |
| Juvenile Program Revenue (Rest of FY21 -- 4 months) | $ | 296,052.00 |
| Juvenile Program Revenue (Current balance in OneSolution as of 2.18.21) | $ | 59,710.00 |
| **TOTAL FY21** | **$** | **355,762.00** |

| | | |
|---|---|---|
| **TOTAL EXPENSE** | $ | 230,221.31 |
| **TOTAL REVENUE** | $ | 355,762.00 |
| **BALANCE** | $ | (125,540.69) |

| Request Info | |
|---|---|
| **Type** | Budget Amendment |
| **Description** | Juvenile Detention Program |
| **Justification** | Board Meeting 03/15/2021-Appropriate $230,221 for the addition of 3 civilian and 3 sworn positions the purchase of 3 unmarked vehicles and equipment. |

**Items**

| Department | Object | Dept Desc | Object Desc | Amount | Incr/Decr | Dr/Cr |
|---|---|---|---|---|---|---|
| 104310 | 412100 | Sheriff's Office | Salary and Wages-Regular | 76340 | Increase | Debit |
| 104310 | 412200 | Sheriff's Office | Salary and Wages-Overtime | 8006 | Increase | Debit |
| 104310 | 418100 | Sheriff's Office | FICA | 5840 | Increase | Debit |
| 104310 | 418200 | Sheriff's Office | Retirement | 12245 | Increase | Debit |
| 104310 | 418300 | Sheriff's Office | Health Insurance | 14254 | Increase | Debit |
| 104310 | 418306 | Sheriff's Office | Life Insurance | 175 | Increase | Debit |
| 104310 | 418310 | Sheriff's Office | Dental Insurance | 609 | Increase | Debit |
| 104310 | 418400 | Sheriff's Office | Disability and Long-Term Ins | 252 | Increase | Debit |
| 104310 | 454000 | Sheriff's Office | Cap Outlay-Vehicle on Road | 105000 | Increase | Debit |
| 104310 | 426200 | Sheriff's Office | Operating Equip $500 - $4 999 | 7500 | Increase | Debit |
| 104320 | 384000 | Detention Center | Juvenile Detention Reimburseme | 230221 | Increase | Credit |

**Total**

| | |
|---|---|
| **Grand Total:** | 460442 |